

COLLECTIVE AGREEMENT

Between

TREASURY BOARD

and

**The Public Service Alliance of Canada Union
Local 60702**

Group:

SCHOOL BUSINESS OFFICIALS

EXPIRES: September 30, 2024

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THIS AGREEMENT made this 18th day of April, 2023.

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

AND: PUBLIC SERVICE ALLIANCE OF CANADA hereinafter called the "Union," party of the second part.

PREAMBLE:

WHEREAS it is the intention and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer, the employees, and the Union, to promote cooperation and understanding between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations, to improve the quality of the Public Service of the Province and to promote the morale, wellbeing and the increased, productivity and security of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain Articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number PS 015-13 applies.

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

1.03 Work of the Bargaining Unit

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

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

ARTICLE 2 – APPLICATION OF AGREEMENT

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

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 interests 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, or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision that was rendered null and void, or was materially altered. In the event no Agreement can be reached, the parties may submit the matter to adjudication.

ARTICLE 5 – DEFINITIONS

5.01 "Union" shall mean the Public Service Alliance of Canada, which is the Certified Bargaining Agent of the Unit.

5.02 "Employer" shall mean and include the Treasury Board and the School Districts as listed under Part II of the First Schedule of the *Public Service Labour Relations Act*.

5.03 "Local Union" shall mean Local 60702 of the Public Service Alliance of Canada.

5.04 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number PS 015-13.

5.05 "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*.

5.06 For the purpose of this Collective Agreement, employees shall be sub-divided into the following categories:

(a) A "full-time" employee is one who is a permanent employee required to work the full normal work week as defined in Article 22 (Hours of Work and Overtime).

(b) A "part-time" employee is one who is a permanent employee required to work more than one-third (1/3) but less than the full normal work week as defined in Article 22 (Hours of Work and Overtime).

(c) A "term" employee is an employee who is employed for a specific term of employment of more than six (6) continuous months on a full-time or part-time basis. When employed, a term employee shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

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

(d) A "Casual Employee", as defined in the *Public Service Labour Relations Act*, means a person employed on a temporary basis to respond to a temporary increase in workload or to replace an absent employee. When employed for a period of more than six (6) continuous months, a casual employee shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

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

(e) The words "permanent employee" in this Article means an employee who is engaged on a permanent basis either for the full year or for the period of the year during which the schools are open for their regular terms.

5.07 In interpreting this Agreement the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

5.08 "Shall" means that the action is mandatory.

5.09 "Day" shall mean a weekday, other than a holiday unless otherwise stated in this Collective Agreement.

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

5.11 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 The Union recognizes that it is the function of the Employer to manage and direct its operations, and to direct the working forces of the Employer subject to the terms of this Agreement. All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. The Employer shall exercise these rights in good faith and in a reasonable non-arbitrary and non-discriminatory manner.

ARTICLE 7 – NO DISCRIMINATION, NO HARASSMENT

7.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced upon any employee by either party because of membership in the Union, age, marital status, family status, creed or religion, physical disability, mental disability, race, colour, ancestry, place of origin, national origin, social condition, political belief or activity, sexual orientation, gender identity or expression, sex (including pregnancy), or in contravention of the *Human Rights Act* of the Province of New Brunswick as amended from time to time.

7.02 The Union and the Employer recognize the right of employees to work in an environment free from harassment, abuse of authority and bullying and agree that harassment, abuse of authority and bullying will not be tolerated in the workplace.

7.03 Harassment and abuse of authority are defined as per the Workplace Harassment Policy AD-2913. An employee has the right to be accompanied by a person of their choice during the interview process in accordance with this policy.

ARTICLE 8 – STRIKES AND LOCKOUTS

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

ARTICLE 9 – UNION MEMBERSHIP AND DUES CHECK-OFF

9.01 As a condition of employment, employees who are employed on or become employed after September 5, 2013 shall, within thirty (30) working days of commencement of employment, become members of the Union and shall not revoke such membership during the term of this contract.

9.02 The Employer shall advise new employees in their letter of appointment that they are included in the Bargaining Unit represented by the Union, and that their employment is on the terms and conditions set out in the Agreement.

9.03 Check-Off

The Employer shall deduct on a biweekly basis, the dues or assessments of the Union from the salary of each employee in the Bargaining Unit.

9.04 Amount of Union Dues

The Union shall advise the Employer in writing of the amount or rate of its biweekly dues or assessments. Any changes to the dues or assessments shall be provided by the Union to the Employer in writing. The Union shall advise the Employer at least three (3) months prior to the effective date of a change to the Union dues.

9.05 The Employer shall remit to the Union the amounts deducted prior to the fifteenth (15) of the month following the month in which the deductions were made. Such remittance shall be accompanied by an electronic list that includes

the name, classification, and employee's regular hours of work, period end date and school district of each Bargaining Unit member from whose salary the deduction has been made.

9.06 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error. The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the Union under this Article.

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

9.08 The Employer shall provide the Local Union with a list of employees in the Bargaining Unit twice per year on the first working day in June and December. Such list shall include name, school district, work location, position, employment status (i.e., permanent, term, casual), classification (pay band), mailing address, telephone number and email (if available) of each employee.

ARTICLE 10 – UNION REPRESENTATIVES

10.01 At the employee's request, an employee shall be permitted to have a Union representative present at any meeting with the Employer concerning a disciplinary matter or a matter arising out of the Collective Agreement.

10.02 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer, on Employer property, provided such business shall not interfere with the normal operations of the Employer.

10.03 The Employer shall provide the Union with access to meeting rooms for the purpose of holding membership meetings, subject to availability of space and provided such business shall not cause costs to be incurred by the Employer nor interfere with the normal operations of the Employer.

10.04 In accordance with 12.01, new employees will be provided with a link to an electronic copy of the Collective Agreement, and will be introduced by the Employer to other employees in the facility. The Employer will introduce any executive members or shop stewards of the Union in the facility, and allow the shop steward up to thirty (30) minutes without loss of pay to explain the role of the shop steward in the grievance process and other rights and obligations of the employee and Employer under the terms of the Collective Agreement.

ARTICLE 11– COMMUNICATIONS

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

TO THE EMPLOYER: Executive Director, Employee Relations
Department of Finance and Treasury Board
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE UNION: Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario
K2P 0P1

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

ARTICLE 12 – POSTING OF THE AGREEMENT

12.01 The Employer shall post electronically the Collective Agreement in both official languages on the Government of New Brunswick Intranet site. Immediately upon hiring, the Employer shall provide each new employee with a link to the electronic copy of the Collective Agreement.

12.02 This Agreement shall be posted in both English and French and shall be official in both languages. However, if a discrepancy of wording or interpretation arises between the English and French versions, the language in which the Collective Agreement was negotiated shall prevail.

ARTICLE 13 – LABOUR-MANAGEMENT COMMITTEE

13.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of a Provincial Labour-Management Committee. Every reasonable effort will be made to ensure continuity of team membership during the life of the current Collective Agreement.

13.02 The parties agree that the Committee shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not governed by this Agreement and other matters of mutual interest. The parties will enter into Terms of Reference (TOR) for this Committee.

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

13.04 The Provincial Labour-Management Committees shall each consist of up to six (6) representatives from each party. The committee shall meet no less than two (2) times per year, should either party request such meetings. Committee members shall receive notice and agenda at least one (1) week in advance of the meeting.

13.05 Members of the Committee shall not suffer any loss of pay or benefits as a result of Committee Meetings. The expenses of the representatives attending a Committee meeting will be borne by their respective parties.

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

ARTICLE 14 – DISTRICT LIAISON COMMITTEE

14.01 It is recognized that there is a need for communication and co-operation between the Employer and the Union at the local level. It is also recognized that a forum for exchanging information and discussing concerns at the local level is valuable in providing better Employer-Employee relations.

14.02 For the purposes expressed in Clause 14.01, the Employer and the Union may each name up to three (3) representatives to act as members of the district liaison committee for each School District.

14.03 For each district, the content of meetings and any specific terms of reference governing the conduct and scope of the committees will be determined locally. The committee shall meet no less than one (1) times per year, should either party request such meeting(s).

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

14.05 Members of the Committee shall not suffer any loss of pay or benefits as a result of Committee Meetings. The expenses of the representatives attending a Committee meeting will be borne by their respective parties.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Union Representative

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, the employee shall have the right to assistance of representatives of the Public Service Alliance of Canada during every stage of the grievance procedure, including when meeting with the Employer.

15.02 Informal Discussion

A complaint of any nature may be discussed with the employee's immediate supervisor before a grievance is presented. Reasonable attempts will be made to settle such complaints without making use of the grievance procedure hereinafter provided for.

15.03 No Intimidation

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

15.04 Settling of Grievances

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

STEP ONE: Within twenty-five (25) working days after the employee knows or ought reasonably to have known of the occurrence of the matter giving rise to the grievance, the employee, accompanied by a representative of the Union, if they so desire, may take the matter up with the Director of Human Resources by presenting the grievance in writing, containing sufficient details to identify the issues, on forms agreed upon by the Employer and the Union. Failing any written reply or satisfactory settlement within fifteen (15) working days, the employee may proceed to Step Two.

STEP TWO: Within fifteen (15) working days from the expiration of the fifteen (15) working day period referred to in Step One, the employee, accompanied by a representative of the Union if so desired, may take the matter up with the Superintendent or the Director of Finance and Administration. The form completed on Step One must be presented. The Superintendent or the Director of Finance and Administration shall reply in writing on such form fifteen (15) working days from the presentation of the grievance under Step Two. Failing any written reply or satisfactory settlement within such fifteen (15) day period, the matter may be referred to adjudication as provided in Article 16 (Adjudication) hereof within twenty (20) working days from the expiration of such fifteen (15) working day period.

15.05 Common Grievance

Where more than one employee has a common grievance, they may submit a single grievance. Such a common grievance may be introduced at Step One within twenty-five (25) working days after the employees know or ought to reasonably have known of the occurrence of the matter giving rise to the grievance, signed by all grievors.

15.06 Union Grievance

Any matter giving rise to a dispute between the Union and the Employer shall be processed at Step Two of the grievance procedure within twenty-five (25) working days of the knowledge of the occurrence thereof. Should the matter not be settled, the Union may refer its differences to adjudication.

15.07 Grievances Concerning Layoffs and Recall, Suspension or Discharge

Grievances concerning layoffs and recalls, suspension or discharge shall be initiated at Step Two of the grievance procedure. A copy of the grievance shall be sent to the Director of Human Resources.

15.08 Assistance During Grievance Investigation

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

15.09 Technical Error

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.

15.10 Extension of Time Limits

Both parties may mutually agree in writing to extend the time limits specified herein. If advantage of the provisions of this Article is not taken within the time limits specified herein or as extended as set out in Article 15.04, the grievance shall be deemed to have been abandoned.

15.11 Attendance to Grievance Meetings

The grievor shall be permitted the required time off to attend grievance meetings with the Employer without loss of pay or benefits.

15.12 Mutually Agreed Changes

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

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 direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as they may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision.

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

ARTICLE 17 – DISCIPLINE AND DISCHARGE

17.01 The Employer recognizes that progressive discipline is a fundamental principle of this Agreement.

17.02 (a) No employee shall be suspended or discharged except for just cause. Where an employee is suspended or discharged, the Employer within ten (10) working days of the suspension or discharge shall notify the employee in writing by registered mail or personal service stating the reason for the suspension or discharge, and a copy of such notice of suspension or discharge will be forwarded to the Local President.

(b) Where an employee is disciplined and a letter of reprimand is deemed appropriate, the Employer shall, within ten (10) working days of the discipline, notify the employee and the Union in writing stating the reason for the discipline imposed.

17.03 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 17.02, that employee shall be immediately reinstated in their former position without loss of continuous service or any other benefit which would have accrued to them if they had not been suspended or discharged. One of the benefits, which they shall not lose, is their regular pay during the period of suspension or discharge which shall be paid to them at the end of the next complete pay period following their reinstatement.

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

17.05 No unfavorable note, report or letter shall be filed in the employee's personal record file prior to the employee being notified in writing and having access to said note, report or letter.

All references to disciplinary action taken against the employee shall be removed after twenty four (24) months from the date of the imposition of the discipline, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

17.06 Upon request, an employee shall be given an opportunity to read their file four (4) times a year at a mutually agreed upon time.

17.07 Where the Employer intends to interview an employee for disciplinary purposes, except in the case of an emergency, the Employer shall so notify the employee at least forty-eight (48) hours in advance of the purpose of the interview and shall inform the employee of their right to have a Union representative present at the interview in order that the employee may contact their Union representative.

ARTICLE 18 – SENIORITY

18.01 Seniority is defined as the length of service with any school district (or any former school board now included in or previously forming part of any present school district) in which an employee is employed.

18.02 The Employer shall maintain a seniority list for all employees. Up to date seniority lists as of the end of December shall be sent to the Local and posted on all bulletin boards in February of each year.

18.03 When an employee has completed their probationary period, their seniority shall date back to the date on which their employment began.

18.04 An employee shall lose any acquired seniority if he:

- (a) Has been laid off for a continuous period of more than eighteen (18) months;
- (b) Has been discharged for just cause and is not reinstated;
- (c) Has voluntarily left the employ of the Employer;
- (d) Is a term employee who has not been employed during a period of more than eighteen (18) months;

(e) Is employed as a casual and has not worked during a period of more than eighteen (18) months.

18.05 An employee shall retain and continue to accumulate seniority if he:

- (a) Is on any approved leave of absence, except for a leave without pay for longer than three (3) months;
- (b) Is absent from work while in receipt of benefits under clause 47.01 (Workers' Compensation); or
- (c) Is absent from work while drawing sick pay or is receiving Long-term Disability benefits; or is working on secondment.

18.06 Notwithstanding 18.05 (a), in the case of an employee who is granted a leave of absence without pay for maternity leave, parental leave, for Union matters, or deferred leave, or any other leave specified by the *Employment Standards Act* that employee shall retain his seniority and continue to accumulate seniority during such periods of leave.

ARTICLE 19 – POSTING OF VACANCIES

19.01 (a) Where a vacancy is to be filled, or a new position is created within the Bargaining Unit, the school district shall post notice of the vacant position electronically, for a minimum of ten (10) working days.

(b) The school district will provide the Local Union with a copy of all postings at the time they are posted.

19.02 Such posting notice shall contain the following information:

- (a) Duties of position;
- (b) Essential and desired qualifications;
- (c) Work location;
- (d) Salary rate or range; and
- (e) Closing date of the competition.

19.03 Priority and Role of Seniority in Filling Vacancies

Employees shall be selected for positions under this Article on the basis of their skill, ability, competence and qualifications.

Priority for filling vacancies shall be according to the following list:

- 1) Employees in the Bargaining Unit who work in the school district where the vacancy is posted, and who have the skill, ability, competence and qualifications to perform the job;
- 2) Employees in the Bargaining Unit working in a different district who have the skill, ability, competence and qualifications to perform the job;
- 3) Any other candidates, internal or external to the Bargaining Unit.

Within subsection 1) or 2) above, where skill, ability, competence and qualifications are relatively equal amongst the applicants, all vacancies shall be filled on the basis of seniority.

19.04 Trial Period

Where an employee is appointed to a different position within or outside their current classification, they shall have a trial period of twenty (20) working days and if:

- (a) They are not confirmed in their new position within such a period, or
- (b) they do not wish to continue in the job;

They shall revert to their former position and other employees shall revert as may be necessary. When the employee reverts back within their trial period, the vacancy shall be filled from the original list of applicants in accordance with Article 19 (Posting of Vacancies).

19.05 Lateral Transfers

Applicants holding the same position in the same classification as the job vacancy shall be deemed qualified and laterally transferred based solely on seniority. Article 19.04 (Trial Period) does not apply.

19.06 The Local Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 20 – PROBATION

20.01 Newly hired employees shall be considered on a probationary basis for a period of six (6) months. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

20.02 A probationary employee may be employed either full-time or part-time.

ARTICLE 21 – JOB SECURITY, REASSIGNMENT, LAYOFF AND RECALL

21.01 **Reassignment** - When the services of a permanent employee are no longer required due to lack of work or the discontinuance of a function, the Employer shall, prior to issuing any notice of layoff, first consider the qualifications, competence, efficiency and suitability of the employee to determine whether the employee could be reassigned to another appropriate vacant position within the District.

21.02 **Seniority** - Where there is more than one employee in the classification affected by the lack of work or discontinuance of a function in a workplace, the Employer shall seek volunteers from the workplace for the reassignment as outlined in 21.01. If there are no volunteers, the process shall be applied to the affected employee with the least seniority within that workplace.

21.03 **Reassignment Procedure** - The Employer may, upon considering qualifications, competence, efficiency and suitability, reassign an employee whose services are no longer required because of lack of work or discontinuance of a function, to another appropriate vacant position in the following manner and sequence:

- (a) To a vacant position in the employee's same classification, within the same School District and within a radius of one hundred (100) kilometers from the employee's residence.
- (b) If a vacancy is not available under (a) above, then any vacant position in the employee's same classification, within the same School District and within a radius greater than one hundred (100) kilometers from the employee's residence.
- (c) If a vacancy is not available under (a) or (b) above, then any vacant position of a lower classification for which the employee is qualified within the employee's School District.
- (d) If a vacancy is not available under either (a), (b) or (c) above, then any vacant position of the same or lower classification for which the employee is qualified within any of the School Districts.

An employee who is offered placement in accordance with 21.03 (a) cannot decline the reassignment. An employee who is offered placement in accordance with 21.03 (b), (c) or (d) can decline the reassignment. In the event that no reassignment is completed, the layoff provisions in Articles 21.04 to 21.06 shall apply.

In an attempt to avoid layoffs, the Employer and the Union or a School District and the Union, may mutually agree to another reassignment process than is set out in Article 21.

21.04 Layoff means the termination of an employee's permanent employment because of lack of work or because of the discontinuance of a function. The application of all layoff provisions shall be restricted to the School District in which the layoff occurs. The provisions of Article 21 shall not apply to probationary employees.

21.05 In case of layoff, the employee with the least seniority in the classification within the impacted School District will be laid off.

21.06 Layoffs will only take place after the Union has been notified. The parties shall meet at the request of either party to discuss the impending layoff. Affected employees and the Union will be given a minimum of thirty (30) days' notice of the layoff.

21.07 In the event an employee is laid off, they will not lose their seniority and will continue to retain accumulated seniority in accordance with Article 18 (Seniority).

21.08 **Recall** - Employees shall be recalled in the order of their seniority by classification as calculated under Article 18 (Seniority).

21.09 No new employees will be hired by or seconded to a School District until all laid off employees in the same classification within the School District have been given an opportunity for recall or to fill a job vacancy under Article 19 (Posting of Vacancies).

21.10 An employee who is laid off and re-hired by the public service within eighteen (18) months of the day of layoff shall be entitled to retain the unused sick leave credits and years of service for purposes of calculating vacation leave and retirement allowance entitlement that accumulated as of the date of layoff.

21.11 Laid off employees shall be subject to the Provincial Redeployment Program.

21.12 **Job Security**

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

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

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

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

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

ARTICLE 22 – HOURS OF WORK AND OVERTIME

22.01 The normal hours of work for Full-time Employees shall be thirty-six and one-quarter (36 ¼) hours weekly. An Employee may be required to work in excess of this amount, depending upon the nature of the employee's work.

22.02 A flexible work arrangement may be established by written mutual agreement between the employee and the Superintendent or designate.

22.03 Each full-time employee may take two (2) fifteen (15) minute breaks each day. Part-time and casual employees will be allowed one (1) fifteen (15) minute break during each three (3) consecutive hours worked. Notwithstanding, part-time and casual employees will be allowed a minimum of one (1) fifteen (15) minute break each day, provided that the employee is scheduled for three (3) or more hours on that day. The maximum breaks in any given day worked will be two (2).

22.04 Overtime

(a) All work performed by employees covered by this Agreement, in excess of their regular workweek as defined in clause 22.01, shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate or by granting one and one-half (1-1/2) time off. Time and one-half (1-1/2) compensation or time and one-half (1-1/2) off shall be the choice of the employee. If the employee elects time off, such time off shall be at a time mutually agreed to by the employee and the Employer. Where time off cannot be mutually agreed to by the end of the calendar year, the overtime shall be paid.

(b) Overtime shall not be claimed or received for periods of fifteen (15) minutes or less at the end of a workday. Where overtime in excess of fifteen (15) minutes is worked at the end of a workday, the initial fifteen (15) minutes shall be included in the calculation of overtime.

(c) Overtime shall be rounded up to fifteen (15) minute increments.

(d) All overtime shall be authorized in advance by the responsible officer designated by the Employer.

22.05 There shall be no split shifts

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

22.07 Payment for or Supply of Meals

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

22.08 Standby Pay

(a) Full-time Employees employed in Facilities and Transportation positions will be paid a total amount one thousand dollars (\$1,000) per calendar year, paid out in two (2) lump sums of five hundred dollars (\$500) on December 1st and July 1st of each year as compensation for all standby/on call hours worked.

(b) Full-time Employees employed in IT Manager Positions will be paid to a maximum total amount of one thousand dollars (\$1,000) per calendar year, prorated to the number of months they are on standby/on call per year.

(c) If an Employee is called back to work while on standby, they shall be compensated in accordance with Article 22.04 – Hours of Work and Overtime.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Acting Pay

Where an employee has been temporarily assigned to perform the principal duties of a higher paying position for a period of five (5) consecutive working days or more they shall receive the rate for the position and the rate shall be retroactive to the first day that they substituted in or performed the principal duties of the higher paying position. When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

23.02 Rate of Pay on Promotion

Where an employee is promoted to a higher classification, they shall move to the step of the salary range for the new position that will increase their salary at least five percent (5%) or to the minimum for the new position, whichever is greater.

The promotional increase for an employee who has been in receipt of acting pay for at least twelve (12) months is calculated based on the employee's rate of pay including acting pay.

ARTICLE 24 – MERIT INCREASES

24.01 (a) The Employer shall, subject to documented assessment and performance review, grant a permanent employee who has received a solid performance rating on their anniversary date (or any later date) an increase of two (2) steps provided that the increase does not exceed the control point maximum.

(b) The Employer may, subject to documented assessment and performance review, grant a permanent employee who has received an exceptional performance rating on their anniversary date (or any later date) an increase of up to five (5) steps in the pay scale, not to exceed the control point maximum.

(c) All increases are to be granted according to the merit increase guidelines set out in Article 24.03 below.

24.02 At the discretion of the Employer, anniversary date merit increases, or portions thereof, may be delayed and granted at a subsequent date, without change to the employee’s anniversary date, but no later than November 30th, unless delay is required for extenuating circumstances.

24.03 Employees paid at or above the control point maximum of the pay range are ineligible for merit increases.

Merit increase amounts will be based on the following guidelines:

Performance Rating	Merit increase steps (below CPM)	Merit increase steps (at/above CPM)	Potential re-earnable increments
Needs Improvement	0 steps	N/A	N/A
Solid Performance	2 steps	N/A	N/A
Exceptional	3-5 steps	N/A	3-4 *not to exceed 5 if combined with merit

Expectations refer to the agreed objectives standards specified on the employee’s work plan.

24.04 Exceptional Performance

(a) A permanent employee paid at the control point maximum, who has demonstrated exceptional performance, may be granted on the anniversary date at least three (3) re-earnable increments, not to exceed the discretionary maximum. Authorization by the Superintendent must be based on exceptional performance as assessed pursuant to the performance management system.

(b) Given that the rate of pay at the control point maximum relates to fully developed job performance, the recommended guideline for granting exceptional performance re-earnable increments is for circumstances of clearly extraordinary achievement, or achievement under extraordinary circumstances.

(c) A permanent employee paid below the control point maximum, who has demonstrated exceptional performance, may be granted three (3) steps for exceptional performance on the anniversary date. Any of the three (3) steps exceeding the control point maximum will be granted as a re-earnable increment.

(d) A permanent employee paid below the control point maximum may be granted on anniversary date a combination of a merit (permanent) increment and a re-earnable increment. The two combined increases are not to exceed the five (5) steps allowed for exceeding expectations.

24.05 Re-earnable Increments

(a) Re-earnable increments refer to temporary payments equivalent to pay step increases, authorized at the discretion of the Superintendent.

(b) Re-earnable increments:

(i) Are not to exceed the equivalent of four (4) pay steps;

(ii) Are not included in base pay;

(iii) Do not constitute pensionable earnings or salary for the purpose of calculating layoff allowance and retirement allowance for employees who elected to defer payout; and

(iv) May be included with bi-weekly pay, as separate earnings paid out in a lump sum.

24.06 Employees shall have a common anniversary date of July 1st.

ARTICLE 25 – CLASSIFICATIONS

25.01 Upon appointment to a position and/or upon written request from an employee, the Employer shall provide the employee with a complete and current position description outlining the duties and responsibilities of their position, classification rating and rationale (if available), and an organization chart depicting the position's place in the organization within twenty (20) working days of the date of the request or from the effective date of their appointment.

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

25.03 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule A which form part of this Agreement.

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

25.05 Creation of a New Classification Level

Where a new classification level not covered in Schedule A is established by the Employer during the term of this Agreement, the wage rate shall be determined between the Employer and the Union. Both parties agree to maintain

the integrity of the wage structure contained in Schedule A. The Employer may set an interim wage for such classification level.

25.06 Establishment of a New Position

Where a new position is established by the Employer, the wage rate shall be established by the Employer in relation to the points allocated based on the job evaluation tool. The Employer may set an interim wage for such classification. The Employer shall provide the Union with an up-to-date position description outlining the duties and responsibilities, including an organizational chart and the interim classification rating rationale.

(a) Newly created positions shall be assigned an interim classification wage by Finance and Treasury Board using the existing job evaluation tool prior to posting the position. After six (6) months of the incumbent being in the position, a classification request can be submitted for evaluation, in accordance with the procedures set out in Article 25.07 (Review of Classification).

- (i) Where an employee's duties are reclassified to a classification having a higher control point maximum rate of pay than the interim wage, the reclassification shall be retroactive to the first day of the pay period in which the Position Description Questionnaire (PDQ) was received by District HR.
- (ii) Where an employee's duties are reclassified to a classification having a lower control point maximum rate of pay than the interim wage rate, the employee shall continue to receive the same rate of pay for one (1) year after which the employee will be placed at the control point maximum rate of pay of the new classification.

(b) The employer agrees to inform the Union Local of the creation of all new positions within the bargaining unit at the time of posting. In accordance with 19.01(b), the Employer shall provide the Local Union with an up-to-date statement of the duties and responsibilities, including an organizational chart and the interim classification rating rationale.

25.07 Review of Classification

(a) When a permanent employee requests reclassification of their position, they will complete a Position Description Questionnaire (PDQ) and submit the PDQ to the immediate supervisor and copy District HR. District HR will ensure that the supervisor and Director have verified the accuracy of the document and have signed off within twenty (20) working days. The District HR shall forward the signed PDQ to the Departmental HR Branch. The appropriate completed documentation shall then be forwarded to Finance and Treasury Board for review. Within forty-five (45) working days of receipt of the request for the reclassification by Finance and Treasury Board, the Employer shall provide the Employee and the Union the results of the evaluation, including the written classification rating and rationale supporting the decision.

(b) If the request results in reclassification, it becomes effective the first day of the pay period in which the PDQ was submitted to District HR.

(c) The request for reclassification shall be processed only if at least twelve (12) months have elapsed from the date of the last classification decision or if there is a significant change in duties.

25.08 Employees have access to a classification appeal process. The classification appeal process (including, for purpose of example only, eligibility, time limits, scope limits, etc.) will conform entirely with the process established in the Classification Appeal section of the Administrative Policy AD-2301 (Classification Review and Appeal - Part I) as amended by Treasury Board from time to time. A classification appeal will be heard by and in accordance with the Classification Appeal Board process also established by Administrative Policy AD-2301.

25.09 Where an employee's duties are reclassified to a classification having a lower control point maximum rate of pay, for reasons other than disciplinary action, or at the employee's written request and the employee's current rate

of pay is above the control point maximum rate of pay of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which the employee will be placed at the control point maximum rate of pay of the new classification. If the employee's current rate of pay is below the control point maximum rate of pay of the new pay range applicable to the reclassification, the employee shall be paid at the step in the new pay range which is closest to the employee's present rate and which is not a decrease.

25.10 All time limits in the reclassification process may be extended by mutual consent.

ARTICLE 26 – VACATION

26.01 Vacation leave should normally be taken during the calendar year in which it is earned.

26.02 The vacation leave credit:

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

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

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

26.03 An employee who commences employment

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

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

26.04 An employee who does not use all the vacation credits during the calendar year in which they were earned will carry over to the next calendar year, vacation credits equivalent to the entitlement earned in the calendar year. The maximum vacation carried at any given time shall not exceed vacation credits equivalent to the entitlement earned in the calendar year. An employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

26.05 Where Emergency Leave, Bereavement Leave, or Sick Leave (on production of suitable proof of illness) is granted for a period during which an employee was on Vacation Leave, the period of Vacation Leave covered is reinstated to the employee.

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

26.07 An employee who has vacation credits which have not been used when they cease to be an employee is entitled to a cash settlement in lieu of vacation based on the employee's rate of pay at termination. A person, upon ceasing to be an employee, must 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.

26.08 Vacation shall be taken at a time authorized by the Employer, and where operational requirements permit for the time requested by the employee. Vacation leave requests shall not be unreasonably denied.

26.09 Employees shall notify the Employer in writing prior to April 15th of their preference for vacation dates. Where a scheduling conflict occurs between two or more employees for the same vacation period, operational requirements with consideration for seniority, shall determine the vacation schedule. A written response shall be

provided to each individual by May 30th. Following May 30th, any requests for leave will be responded to within ten (10) working days.

26.10 Subject to operational requirements, the Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave and not to cancel a period of vacation leave which has been previously approved.

ARTICLE 27 – HOLIDAYS

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

- (a) New Year's Day;
- (b) Family Day (3rd Monday in February)
- (c) Good Friday;
- (d) Easter Monday;
- (e) The day fixed by proclamation of the Governor in Council for the celebration of the birthday of the Sovereign;
- (f) Canada Day;
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) The day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;

(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 inclusive; or

(iv) When Christmas Day is a Friday, a Saturday or a Sunday, the 24th to 27th days of December inclusive;

(l) Any other day duly proclaimed as a Provincial or National Holiday.

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

ARTICLE 28 – SICK LEAVE

28.01 An employee is eligible to accumulate sick leave credits at the rate of one and one quarter (1 ¼) days per month for each full calendar month of continuous employment up to a maximum credit of two hundred and forty (240) days.

28.02 An employee who commences employment

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

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

28.03 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 17 (Discipline and Discharge) exceeds one-half (½) the number of working days in any

month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

28.04 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; and
- (c) Days on which the employee is absent from work while receiving Workers' Compensation benefits to a maximum of twelve (12) months.

28.05 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or non-work-related injury provided that:

- (a) such absences are reported as soon as possible to their immediate supervisor; and
- (b) they have the necessary accumulated sick leave credits.

28.06 (a) The Employer may require a medical certificate from an employee entitled to sick leave with pay under this Article.

(b) The Employer may require a medical examination of the employee by an independent medical examiner appointed by the Employer. All expenses incurred by the employee to attend the independent medical examination shall be covered by the Employer, i.e. the examination fees and travel expenses in accordance with the GNB Travel Policy.

28.07 A deduction shall be made from accumulated sick leave credits of all normal working days (excluding holidays) absent for sick leave. Absence on account of illness for less than one-half (½) day may be deducted as one-half (½) day; absence for more than a half (½) day but less than a full day may be deducted as a full day.

28.08 (a) Where an employee does not have sick leave credits equal to the period of absence caused by illness, the employee may be granted special sick leave with pay for a period of up to fifteen (15) working days.

(b) Special sick leave granted under sub-section (a) must be deducted from sick leave credits subsequently earned before any further accumulation of sick leave credits can take place.

28.09 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with 28.08 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to them which has not been paid back in accordance with this Article calculated at the employee's hourly rate at the time they ceased to be an employee.

(b) The parties agree that failure to comply with 28.09 (a) above will entitle the Employer to withhold any wages or other monetary benefits, including retirement allowance, in an amount sufficient to reimburse the Employer the amount owing.

ARTICLE 29 - MEDICAL AND DENTAL APPOINTMENTS

29.01 Every effort shall be made to schedule medical and dental appointments outside the hours of work. When this is not possible, time absent from work in excess of three (3) hours shall be deducted from sick leave, as per Article 28.07.

ARTICLE 30 – PART-TIME EMPLOYEES

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

- (i) Seniority;
- (ii) Vacation credits;
- (iii) Sick leave credits.

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

30.02 Notwithstanding Article 27, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

30.03 Notwithstanding Article 24.02, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

ARTICLE 31 – MATERNITY LEAVE/ PATERNITY LEAVE/ CHILD CARE LEAVE/ ADOPTION LEAVE

31.01 In case of pregnancy, an Employee shall be granted, upon request, maternity leave for a duration of up to seventeen (17) weeks without pay, commencing as early as thirteen (13) weeks before the due date. Fifteen (15) weeks prior to the anticipated date of delivery, or as soon as their pregnancy is confirmed, whichever is the later, an Employee shall forward to the Employer a written request for maternity leave. Included in this written request, the Employee shall also indicate their anticipated date of return to the workplace. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.

31.02 Where an employee submits a medical certificate to the Employer stating that their health so requires, sick leave in accordance with the provisions of Article 28 shall be granted prior to commencement of the employee's requested maternity leave under 31.01.

31.03 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 their duties.

31.04 Maternity leave shall not exceed seventeen (17) weeks. An employee returning to work from maternity leave shall be reinstated to their previously held position.

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

31.06 While on maternity leave, the employee may, if permissible under the relevant benefit plan, continue participation. When the employee requests to continue contributions to the benefit plans, the Employer shall also continue the required contributions during the period of the maternity leave to a maximum of seventeen (17) weeks provided the employee submits post-dated cheques for their share of the premiums for the entire period prior to commencing maternity leave.

31.07 Leave for the other parent

(a) On the occasion of the birth of a child, a parent other than the birthing parent shall be granted on request special leave with pay to a maximum of five (5) days. Such leave is to be taken within a reasonable period of time surrounding the arrival of the child.

(b) On the occasion of the adoption of a child, an employee who is not taking adoption leave shall be granted, on request, special leave with pay to a maximum of five (5) days. Such leave is to be taken within a reasonable period of time surrounding the placement of the child.

31.08 Supplementary Unemployment Benefit Plan

(a) This plan is conditional upon the approval and continued approval of the Federal Government.

(b) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a supplementary leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, as described in the table below:

	<u>When</u>	<u>Then</u>
<u>17 weeks</u>	<u>While on maternity leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> • <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 31.08 (c)</u>
	<u>While on maternity leave, during the next fifteen (15) continuous weeks</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits;</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> <u>and</u> • <u>75% of the employee's regular rate of pay.</u>
	<u>While on childcare leave, during the first week</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits;</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> <u>and</u> • <u>75% of the employee's regular rate of pay.</u>
<u>17 weeks</u>	<u>While on adoption leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> • <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 31.08 (c)</u>
	<u>While on adoption leave, during the next sixteen (16) continuous weeks</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> <u>and</u> • <u>75% of the employee's regular rate of pay</u>

Note: Where the employee is in receipt of extended EI benefits, the payments will be equivalent to the difference between the weekly standard EI benefit rate and 75% of regular rate of pay. Leave income will not be calculated based on an extended EI benefit rate should the employee elect the extended leave option.

(c) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and seventy five percent (75%) of their regular rate of pay at the time maternity leave or adoption 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 received during this period.

(d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences but does not include retroactive adjustment of rate of pay, temporary assignment, shift premium, overtime, or any other form of supplementary compensation.

(e) An applicant under Article (b) and (c) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after their 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 prorated basis.

(f) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this Article.

31.09 Child Care and Adoption Leave

(a) An employee who is a natural or adoptive parent shall be granted upon request in writing child care or adoption leave without pay for a period of up to sixty-two (62) weeks. The leave may be shared by the parents or taken wholly by one (1) parent.

(b) Such leave shall commence at a mutually agreed time no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

(c) In absence of an emergency, such leave shall be requested a minimum of four (4) weeks prior to the commencement of such leave in the case of natural parents and as soon as possible prior to the commencement of such leave in the case of adoptive parents.

(d) An employee returning to work from child care or adoption leave shall be reinstated to their previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to departure on child care leave.

(e) The total number of weeks an employee is eligible for child care or adoption leave may be shortened or lengthened by mutual agreement between the Employer and the employee.

(f) During the period of child care or adoption leave of up to sixty-two (62) weeks only as specified in Article 31.09 (a) hereto:

- (i) An employee continues to earn seniority;
- (ii) An employee maintains but does not accrue sick leave or vacation leave benefits.

(g) An employee granted child care or adoption leave pursuant to Article 31.09 (a) above may where permissible under the relevant benefit plans continue contributions including those of the Employer during such leave.

31.10 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed seventy-eight (78) weeks.

ARTICLE 32 – COMPASSIONATE CARE LEAVE, CRITICALLY ILL CHILD LEAVE, CRITICALLY ILL ADULT LEAVE

32.01 Employees in the Bargaining Unit shall have the right to apply for leave without pay for Compassionate Care Leave, Critically Ill Child Leave and/or Critically Ill Adult Leave subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time:

- (a) Employees shall be granted leave without pay to care or support a critically ill or injured family member or family member needing end-of-life care. A family member, as defined by the Employment Insurance Regulations (SOR/96-332) under the Employment Insurance Act (Canada), includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship.

- (b) Compassionate Care Leave: An Employee may take up to 28 weeks' leave to provide end of life care to a person who has a serious medical condition with a significant risk of death within 28 weeks. This leave may be broken up into periods of not less than one (1) week.
- (c) An Employee may take leave to provide care to a critically ill or injured person whose baseline state of health has changed significantly because of illness or injury. The leave entitlements are as follow:
 - (i) Critically Ill Child Leave: Up to 37 weeks for a person under 18 years of age;
 - (ii) Critically Ill Adult Leave: Up to 16 weeks for a person 18 years of age or over.
- d) Employees may be eligible for Employment Insurance benefits while on such leave.

32.02 The parties recognize where a conflict occurs between the provisions of this Article and the *New Brunswick Employment Standards Act*, the *New Brunswick Employment Standards Act* shall prevail.

ARTICLE 33 – FAMILY RESPONSIBILITY AND EMERGENCY LEAVE

33.01 Family Responsibility Leave

Family Responsibility leave with pay may be granted up to three (3) working days' leave per year where no one other than the employee can provide for the immediate and temporary care of a dependent member of the employee's immediate family. An additional two (2) days' leave per year to be deducted from the employee's sick leave may be approved by the Superintendent and/or designate, if required.

33.02 Emergency Leave

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

- (a) Where there is a serious illness in the employee's immediate family; or
- (b) Where circumstances not directly attributable to the employee prevent the employee from reporting for duty.

For purposes of this Article “emergency” means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention preventing the employee from reporting for duty.

33.03 For the purpose of this article, immediate family is defined as:

- (a) Spouse/Common law partner;
- (b) parents; stepparents
- (c) children; stepchildren; children-in-law
- (d) siblings; stepsiblings
- (e) grandparents
- (f) grandchildren
- (g) parents-in-law
- (h) siblings-in-law
- (i) Other persons living in the household of the employee

ARTICLE 34 – BEREAVEMENT LEAVE

34.01 (a) An employee shall be granted bereavement leave in the event of the death of the employee's parent, stepparent, spouse, common law spouse, child, (including stepchild), sibling, stepsibling, parent-in-law, grandparent, grandchild, sibling-in-law, child-in-law, or any other relative living in the household of the employee, without loss of regular pay for five (5) working days.

(b) An employee shall be granted bereavement leave in the event of the death of the employee's uncle or aunt, niece or nephew, without loss of regular pay for one (1) calendar day to attend one of these: the funeral, memorial service, other commemorative gathering, burial or interment.

34.02 If the burial or interment does not immediately follow the funeral, memorial service, or other commemorative gathering, the employee may request in writing to use one (1) of the days of leave without loss of regular pay available under 34.01 above at a later date to attend the burial or interment.

34.03 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 Subject to operational requirements, one (1) day's leave shall be granted to attend a funeral as a pallbearer.

ARTICLE 36 – COURT LEAVE

36.01 A School District Superintendent or his/her designate, shall grant leave with pay to any employee other than an employee on leave of absence without pay, or under suspension who is required:

- (a) To serve on a jury;
- (b) To attend as a witness in any court proceedings where the attendance of witnesses is compelled by law.

36.02 An employee who is required to attend Court or any similar proceedings initiated by himself, or with respect to attending Court or proceedings not associated with their employment and to which they are made a party, shall not be entitled to a leave of absence with pay.

36.03 Any fees received by an employee for attendance as a juror or witness shall be remitted to the School District, or the employee shall only be paid the difference between their regular salary and the jury or witness fees received. This shall not apply to an employee on leave of absence without pay or under suspension or not otherwise receiving pay from the Employer for the time in question.

36.04 The School District involved shall administer the granting of leave under this policy and shall ensure that fees received by an employee are remitted to the School District or that the employee is only paid the difference between their regular salary and the jury or witness fees received.

36.05 An employee required to serve as a juror or appear as a witness under this policy is entitled to retain any mileage or expense allowance which may be paid for so doing

ARTICLE 37 – UNION LEAVE

37.01 The Employer will grant leave with pay to a reasonable number of employees for the purpose of attending contract negotiation meetings.

37.02 Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

37.03 Where operational requirements permit, the Employer will grant time-off with pay to a reasonable number of employees who are meeting with management in joint consultation. The Union will be responsible for all employee travel expenses to attend the meetings.

37.04 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Union Executive Meetings, Conventions, conferences and educational events.

37.05 The grievor and one (1) local Union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures, including discussions under 15.02.

37.06 Leave of absence without pay for up to three (3) years shall be granted to a member who is elected or appointed to a full-time term position with the Union, the New Brunswick Federation of Labour or the Canadian Labour Congress. This period may be renewable based on operational requirements.

37.07 In the case of leaves with pay pursuant to Articles 36.01 and 36.02, the Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement of salary and benefits. The Union will be responsible for all employee travel expenses incurred to attend the meetings.

ARTICLE 38 – MISCELLANEOUS LEAVE

38.01 The Employer may at their discretion and upon such terms as they deem advisable, grant leaves of absence with or without pay to an employee.

ARTICLE 39 – PROFESSIONAL DEVELOPMENT

39.01 (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 these rules to employees with a minimum of twelve (12) months' service.

(b) The Superintendent and/or designate may waive the minimum service requirement in any case where it appears to be in the best interest of the Employer to do so.

39.02 No period of Educational leave shall exceed twelve (12) consecutive months, however, the Superintendent and/or designate may grant an extension of such leave.

39.03 (a) Where an employee is granted Educational Leave, the Superintendent and/or designate may require that employee to enter into an Agreement to render a specified 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, the employee shall pay to the Province an amount which bears the same ratio to the cost to the Province of the employee's training as the uncompleted obligation bears to the employee's total obligation under sub-section (a).

(c) Notwithstanding (b), the repayment requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

39.04 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 is recommended, the Superintendent and/or designate may approve the payment of:

- (a) The employee's salary or a part thereof;
- (b) Tuition, where the claim is supported by a receipt;
- (c) Travel expenses to and from the place of training once during the period of Educational Leave, in accordance with the Travel Regulations; and

(d) Other agreed expenses.

39.05 (a) Where an employee takes courses or training that do not require absence from work or require only brief absences, the Superintendent and/or designate may approve the payment of the employee's tuition or a part thereof, where the claim is supported by a receipt.

(b) Where an employee takes courses or training described in sub-section (a), the Superintendent and/or designate may authorize for that employee:

- (i) Leave of absence with pay for the purpose of taking examinations;
- (ii) Payment of the expenses of taking the examinations; and
- (iii) Payment of travelling expenses in accordance with the Travel Regulations.

39.06 Where Educational Leave is granted in accordance with Article 39.04, the employee shall be eligible to accumulate Sick Leave credits and Vacation Leave credits in accordance with these rules, provided that no carry-over of vacation shall be permitted where Educational Leave is granted for a period of twelve (12) months.

39.07 An employee who does not satisfactorily complete courses or training shall cease to be entitled to financial assistance and shall reimburse the Employer for all payments made to the employee or on the employee's behalf unless they satisfy the Superintendent and/or designate that failure to satisfactorily complete their courses or training was due to a cause beyond their control.

39.08 Where an employee on Educational Leave receives other financial assistance from the Province which need not be repaid, the Educational Leave benefits under these rules shall be reduced by the amount of the assistance so received.

39.09 (a) Where the Superintendent and/or designate approves an employee to attend a conference or seminar for a period not exceeding one month, payment of the employee's reasonable expenses may be approved by the Superintendent and/or designate.

(b) The Superintendent and/or designate:

- (i) May assign an employee to attend a conference or seminar for a period exceeding one (1) month; and
- (ii) Shall determine prior to the conference assignment what payments will be made to the employee for expenses.

ARTICLE 40 – PRO-RATED SALARY LEAVE

40.01 Employees may make arrangements to prorate pay deductions associated with leave without pay. Pro-rated salary leave provides for leave without pay to a maximum of 2 months, with charge-back of salary over 26 pay periods.

ARTICLE 41 - DOMESTIC VIOLENCE LEAVE

41.01 Employees in the bargaining unit, who have been in the employ of the employer for more than 90 days, shall have the right to Domestic Violence, Intimate Partner Violence or Sexual Violence Leave pursuant to the *Employment Standards Act* and Regulation 2018-81 as amended from time to time:

(a) The total of the leave of under this article for a calendar year shall not exceed the following:

- (i) up to 10 days, which the employee may take intermittently, including a fraction of a day, or in one continuous period; and

- (ii) up to 16 weeks in one continuous period.
- (b) The first five (5) days of the leave of absence under this article for each calendar year shall be paid leave. The balance of the employee's entitlement to leave under this article shall be unpaid leave.
- (c) An employee intending to take a leave of absence under this article shall advise the employer in writing as soon as possible of the employee's intention to take the leave, the anticipated commencement date of the leave, the anticipated duration of the leave and the purpose for which the leave is to be taken. Allowable purposes related to or resulting from domestic violence, intimate partner violence or sexual violence are:
 - (i) to seek medical attention for the employee or the child of the employee for a physical or psychological injury or disability caused by the domestic violence, intimate partner violence or sexual violence;
 - (ii) to obtain victim services for the employee or the child of the employee from a qualified person or organization;
 - (iii) to obtain psychological or other counselling from a qualified person for the employee or the child of the employee;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, intimate partner violence or sexual violence; and
 - (vi) for any other purpose related to or resulting from the domestic violence, intimate partner violence or sexual violence.
- (d) If circumstances beyond the control of the employee require a change in the duration of the leave of absence, the employee shall advise the employer in writing of the change as soon as possible.
- (e) All documentation or other material received in relation to the employee's leave of absence, is confidential and shall not be disclosed unless:
 - (i) the employee has consented in writing to the disclosure;
 - (ii) the disclosure is made to an officer, employee or agent of the employer who needs the record in the performance of their duties; or
 - (iii) the disclosure is authorized or required by law.

41.02 The parties recognize where a conflict occurs between the provisions of Article 41 (Domestic Leave Violence) and the *New Brunswick Employment Standards Act* and Regulation 2018-81, the *New Brunswick Employment Standards Act* and Regulation 2018-81 shall prevail.

41.03 The Employer shall offer to work with an Employee experiencing domestic partner violence to develop a safety plan as per the *Individualized Workplace Domestic and Intimate Partner Violence Safety Plan* or its equivalent. This type of safety plan explores a variety of options and work arrangements that aim to increase the protection of the Employee. It is to improve an Employee's personal safety and security when at work, including inside and outside the workplace in the context of work-related activities.

ARTICLE 42 - GROUP HEALTH, DENTAL AND LIFE INSURANCE

42.01 (a) Health Plan

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) Dental Plan

The Employer shall pay fifty percent (50%) of the cost of premiums of the existing Province of New Brunswick Dental 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.

(c) Life Insurance and Accidental Death and Dismemberment

(i) The Basic Life insurance coverage which includes Basic Accidental Death and Dismemberment (AD&D) coverage shall be provided to the employee at the Employer's cost.

(ii) Additional coverage is available, based on eligibility, to employees and their eligible family members on a voluntary basis at various cost sharing between the employee and the Employer.

(d) 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 Plans.

42.02 Standing Committee on Insured Benefits (SCIB)

The Union shall have the right to participate in SCIB meetings as per the terms outlined in the SCIB Governance Policy and Procedure document which may be amended from time to time.

ARTICLE 43 – SAFETY AND HEALTH

43.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment pursuant to the terms of the *Occupational Health & Safety Act* as amended from time to time.

43.02 An Employee required to wear safety boots or safety shoes shall receive a one hundred and twenty-five dollars (\$125.00) safety footwear allowance payable at the beginning of April in each year.

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

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

ARTICLE 44 – LAYOFF ALLOWANCE

44.01 Layoff Allowance

(a) When a permanent employee having continuous service of five (5) years or more is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(b) Where an employee is laid off, the layoff allowance shall be paid in a lump sum eighteen (18) months after the date they were laid off, to the employee, their beneficiary, or estate as the case may be.

ARTICLE 45 – TECHNOLOGICAL CHANGE

45.01 Technological change means the introduction of equipment or materials of a different nature or kind than previously used by the Employer, and a change in manner in which the Employer carries on its operations that is directly related to the introduction of that equipment.

45.02 Where technological change is to be implemented, the Employer will seek reasonable ways and means of minimizing adverse effects on employees which might result from such changes. The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public.

45.03 When the employer is considering the introduction of technological change which substantially changes the duties performed by the employees, the Employer agrees to notify the Union at least three (3) months in advance by written notice except for cases of unforeseen developments prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

45.04 If as a result of change in technology, a permanent employee requires training, the training will be provided at the Employer's expense to the employee during the regular hours of work wherever possible, without loss of pay to the employee.

45.05 Where training is not practicable or where after a reasonable period of training the employee(s) is/are unable to acquire sufficient competence in the affected position, the provisions of Article 21 Job Security, Reassignment, Layoff and Recall shall apply.

ARTICLE 46 – RESIGNATIONS

46.01 Employees who intend to resign shall make reasonable efforts to give the Employer a minimum of thirty (30) calendar days' notice in writing.

ARTICLE 47 – INJURY ON DUTY

47.01 An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job is entitled to receive, the difference between their full salary and the salary benefits paid by the Workers' Compensation Board during the period of total temporary disability.

47.02 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 48 – TRAVEL EXPENSES

48.01 The Province of New Brunswick Travel Policy AD-2801, as amended from time to time, shall apply to the employees in the Bargaining Unit.

ARTICLE 49 – PORTABILITY OF BENEFITS

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

49.02 Upon transfer from Parts I, III or IV of the Public Service or transfer to Parts I, or III of the Public Service such person shall retain the following benefits:

- (a) The retirement allowance entitlement for employees who have chosen to defer payout, where applicable
- (b) The number of years of continuous employment in the Public Service for purposes of calculating Vacation Leave;
- (c) To transfer unused vacation leave credits or to take cash in lieu, at the employee's option;
- (d) They shall be entitled to transfer their accumulated pension credits provided that a reciprocal Agreement between the applicable pension plans exists;
- (e) They shall be entitled to any unused sick leave credits accumulated from their previous Employer up to a maximum of two hundred and forty (240) days.

49.03 If a person accepts employment into the Bargaining Unit from Part I, III or IV of the Public Service or transfers to Parts I, or III of the Public Service with a break in service that is not longer than forty-five (45) calendar days, such person shall retain the following benefits:

- (a) The retirement allowance entitlement, where applicable;
- (b) The number of years of continuous employment in the Public Service for purposes of calculating Vacation Leave;
- (c) They shall be entitled to any unused sick leave credits accumulated from their previous Employer up to a maximum of two hundred and forty (240) days.

ARTICLE 50 – RETROACTIVITY

50.01 Unless otherwise stated in the agreement, all new wages are retroactive to October 1, 2019.

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

The following employees are entitled to retroactive pay on a prorated basis:

- i) employees who retired, died or were laid off after October 1, 2019;
- ii) and employees on approved leave of absence on the date of signing.

50.03 Other employees who were employed on October 1, 2019 and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Employer in which they were employed within forty-five (45) days from the date of signing of this Agreement.

50.04 Retroactivity shall not apply to persons who;

- (a) Left their employment before completing their probationary period,
- (b) Were discharged for just cause;
- (c) Became employed on or after October 1, 2019 and who voluntarily left their employment prior to the date of signing of this Agreement; or
- (d) Are not employees as defined in Article 5 of this Agreement.

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

ARTICLE 51 – DURATION AND TERMINATION

51.01 Subject to the provisions of Article 50 (Retroactivity) of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning October 1, 2019 and ending on September 30, 2024, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than one hundred and eighty (180) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

51.03 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time an 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 18th day of April, 2023.

FOR THE EMPLOYER

Minister Ernie Steeves

Jennifer Johnson

FOR THE UNION

Chris Di Liberatore

Christine Allain

Niels Hansen

Kevin Arseneau

Michael White

Tobie Castonguay

Erin Sirett

SCHEDULE A
BIWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2019

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1463	1479	1495	1512	1529	1546	1562	1580	1600	1621	1641	1659
OFFICIAL 1	38038	38454	38870	39312	39754	40196	40612	41080	41600	42146	42666	43134
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1683	1702	1722	1743	1760	1777	1802	1821	1844	1869	1890	1913
	43758	44252	44772	45318	45760	46202	46852	47346	47944	48594	49140	49738
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	1938	1956	1983	2001	2025	2054	2075	2105	2127	2152		
	50388	50856	51558	52026	52650	53404	53950	54730	55302	55952		
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1671	1693	1709	1730	1750	1767	1788	1811	1831	1858	1880	1900
OFFICIAL 2	43446	44018	44434	44980	45500	45942	46488	47086	47606	48308	48880	49400
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1929	1947	1967	1992	2012	2041	2064	2087	2116	2141	2166	2189
	50154	50622	51142	51792	52312	53066	53664	54262	55016	55666	56316	56914
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2212	2242	2269	2296	2323	2354	2381	2408	2436			
	57512	58292	58994	59696	60398	61204	61906	62608	63336			

SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
BUSINESS	1593	1613	1635	1652	1676	1696	1713	1734	1754	1770	1793	1815
OFFICIAL 3*	41418	41938	42510	42952	43576	44096	44538	45084	45604	46020	46618	47190
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1820	1843	1868	1889	1910	1937	1955	1982	2000	2023	2053	2074
	47320	47918	48568	49114	49660	50362	50830	51532	52000	52598	53378	53924
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2104	2126	2151	2177	2199	2226	2253	2282	2310	2336	2366	2392
	54704	55276	55926	56602	57174	57876	58578	59332	60060	60736	61516	62192
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2418	2446	2479	2509	2539	2569	2600	2628	2660			
	62868	63596	64454	65234	66014	66794	67600	68328	69160			

* GUIDELINES FOR INFORMATION SYSTEMS

COMMUNITY COLLEGE GRADUATES

PAY BAND 1-3

ENTRY LEVEL	- PAY BAND 1 STEP 1
AFTER 1 YEAR	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)
AFTER 2 YEARS	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 3

STEP (a)	UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)
STEP (e) TO (i)	DIPLÔME UNIVERSITAIRE AVEC SPÉCIALISATION (DIPLÔME EN SCIENCES DANS LA DISCIPLINE REQUISE)
STEP (i)	DIPLÔME UNIVERSITAIRE AVEC MAÎTRISE DANS LA DISCIPLINE REQUISE

NOTE: PAY STEP NOTED IN BOLD PRINT IS THE CONTROL POINT MAXIMUM OF THE PAY BAND. FINAL STEP IS THE DISCRETIONARY MAXIMUM.

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1997	2020	2050	2071	2100	2123	2147	2174	2196	2222	2250	2277
OFFICIAL 4	51922	52520	53300	53846	54600	55198	55822	56524	57096	57772	58500	59202
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2306	2330	2362	2389	2415	2443	2476	2505	2535	2564	2596	2624
	59956	60580	61412	62114	62790	63518	64376	65130	65910	66664	67496	68224
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2655	2687	2720	2752	2786	2820	2852	2885	2918			
	69030	69862	70720	71552	72436	73320	74152	75010	75868			
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2285	2312	2340	2368	2394	2420	2450	2481	2511	2542	2572	2603
OFFICIAL 5	59410	60112	60840	61568	62244	62920	63700	64506	65286	66092	66872	67678
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2630	2662	2694	2728	2762	2793	2826	2859	2894	2929	2963	3001
	68380	69212	70044	70928	71812	72618	73476	74334	75244	76154	77038	78026
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	3035	3072	3109	3145	3184	3223	3258	3297	3338			
	78910	79872	80834	81770	82784	83798	84708	85722	86788			

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2650	2680	2713	2747	2780	2814	2845	2878	2912	2949	2985	3020
OFFICIAL 6	68900	69680	70538	71422	72280	73164	73970	74828	75712	76674	77610	78520
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	3055	3090	3126	3167	3203	3241	3281	3317	3357	3397	3440	3477
	79430	80340	81276	82342	83278	84266	85306	86242	87282	88322	89440	90402
	(25)	(26)	(27)	(28)	(29)							
	3523	3565	3605	3651	3692							
	91598	92690	93730	94926	95992							

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	3176	3214	3249	3289	3330	3368	3410	3450	3490	3534	3574	3619
OFFICIAL 7	82576	83564	84474	85514	86580	87568	88660	89700	90740	91884	92924	94094
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)			
	3664	3702	3748	3794	3836	3885	3931	3978	4027			
	95264	96252	97448	98644	99736	101010	102206	103428	104702			

SCHEDULE A
BIWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2020

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1510	1527	1543	1560	1578	1595	1611	1630	1650	1672	1692	1710
OFFICIAL 1	39260	39702	40118	40560	41028	41470	41886	42380	42900	43472	43992	44460
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1735	1754	1775	1796	1813	1831	1856	1876	1899	1925	1946	1969
	45110	45604	46150	46696	47138	47606	48256	48776	49374	50050	50596	51194
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	1995	2013	2041	2059	2084	2113	2135	2165	2188	2213		
	51870	52338	53066	53534	54184	54938	55510	56290	56888	57538		
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1723	1745	1761	1783	1803	1820	1842	1865	1886	1913	1936	1956
OFFICIAL 2	44798	45370	45786	46358	46878	47320	47892	48490	49036	49738	50336	50856
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1986	2004	2024	2050	2070	2100	2123	2147	2176	2202	2227	2251
	51636	52104	52624	53300	53820	54600	55198	55822	56576	57252	57902	58526
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2274	2305	2333	2360	2388	2419	2447	2474	2503			
	59124	59930	60658	61360	62088	62894	63622	64324	65078			

SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
BUSINESS	1643	1663	1686	1703	1728	1748	1765	1787	1807	1824	1847	1869
OFFICIAL 3*	42718	43238	43836	44278	44928	45448	45890	46462	46982	47424	48022	48594
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1875	1898	1923	1945	1966	1994	2012	2040	2058	2082	2112	2134
	48750	49348	49998	50570	51116	51844	52312	53040	53508	54132	54912	55484
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2164	2187	2212	2239	2261	2289	2316	2346	2374	2401	2431	2458
	56264	56862	57512	58214	58786	59514	60216	60996	61724	62426	63206	63908
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2484	2513	2547	2577	2608	2639	2670	2699	2731			
	64584	65338	66222	67002	67808	68614	69420	70174	71006			

* GUIDELINES FOR INFORMATION SYSTEMS

COMMUNITY COLLEGE GRADUATES

PAY BAND 1-3

ENTRY LEVEL	- PAY BAND 1 STEP 1
AFTER 1 YEAR	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)
AFTER 2 YEARS	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 3

STEP (a)	UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)
STEP (e) TO (i)	UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)
STEP (i)	UNIVERSITY DEGREE WITH MASTER'S DEGREE IN THE REQUIRED DISCIPLINE

NOTE: PAY STEP NOTED IN BOLD PRINT IS THE CONTROL POINT MAXIMUM OF THE PAY BAND. FINAL STEP IS THE DISCRETIONARY MAXIMUM.

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2055	2079	2109	2131	2160	2184	2208	2236	2258	2285	2313	2341
OFFICIAL 4	53430	54054	54834	55406	56160	56784	57408	58136	58708	59410	60138	60866
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2370	2395	2427	2455	2481	2510	2544	2573	2604	2633	2666	2695
	61620	62270	63102	63830	64506	65260	66144	66898	67704	68458	69316	70070
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2726	2759	2793	2825	2860	2895	2927	2961	2994			
	70876	71734	72618	73450	74360	75270	76102	76986	77844			
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2349	2376	2405	2433	2460	2487	2517	2549	2579	2611	2642	2673
OFFICIAL 5	61074	61776	62530	63258	63960	64662	65442	66274	67054	67886	68692	69498
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2701	2733	2766	2801	2835	2867	2901	2934	2970	3006	3040	3079
	70226	71058	71916	72826	73710	74542	75426	76284	77220	78156	79040	80054
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	3114	3152	3189	3226	3266	3306	3341	3381	3423			
	80964	81952	82914	83876	84916	85956	86866	87906	88998			

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2721	2752	2785	2820	2854	2888	2920	2954	2988	3026	3063	3099
OFFICIAL 6	70746	71552	72410	73320	74204	75088	75920	76804	77688	78676	79638	80574
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	3134	3170	3207	3248	3285	3324	3365	3401	3442	3483	3527	3565
	81484	82420	83382	84448	85410	86424	87490	88426	89492	90558	91702	92690
	(25)	(26)	(27)	(28)	(29)							
	3612	3654	3695	3742	3784							
	93912	95004	96070	97292	98384							

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	3258	3296	3332	3373	3415	3453	3496	3537	3578	3623	3664	3710
OFFICIAL 7	84708	85696	86632	87698	88790	89778	90896	91962	93028	94198	95264	96460
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)			
	3755	3794	3841	3888	3931	3981	4028	4076	4126			
	97630	98644	99866	101088	102206	103506	104728	105976	107276			

SCHEDULE A
BIWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2021

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1558	1576	1592	1609	1628	1645	1661	1681	1701	1724	1744	1762
OFFICIAL 1	40508	40976	41392	41834	42328	42770	43186	43706	44226	44824	45344	45812
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1788	1807	1829	1850	1867	1886	1911	1932	1955	1982	2003	2027
	46488	46982	47554	48100	48542	49036	49686	50232	50830	51532	52078	52702
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	2053	2071	2100	2118	2144	2173	2196	2226	2250	2275		
	53378	53846	54600	55068	55744	56498	57096	57876	58500	59150		
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1776	1798	1814	1837	1857	1875	1897	1920	1942	1969	1993	2013
OFFICIAL 2	46176	46748	47164	47762	48282	48750	49322	49920	50492	51194	51818	52338
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2044	2062	2083	2109	2130	2160	2184	2208	2238	2264	2290	2314
	53144	53612	54158	54834	55380	56160	56784	57408	58188	58864	59540	60164
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2338	2369	2398	2425	2454	2486	2514	2542	2571			
	60788	61594	62348	63050	63804	64636	65364	66092	66846			

SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
BUSINESS	1694	1714	1738	1755	1781	1801	1818	1841	1861	1879	1902	1925
OFFICIAL 3*	44044	44564	45188	45630	46306	46826	47268	47866	48386	48854	49452	50050
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1931	1954	1980	2002	2023	2052	2070	2099	2117	2142	2172	2195
	50206	50804	51480	52052	52598	53352	53820	54574	55042	55692	56472	57070
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2225	2249	2274	2302	2324	2353	2380	2411	2440	2467	2498	2525
	57850	58474	59124	59852	60424	61178	61880	62686	63440	64142	64948	65650
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2552	2581	2616	2647	2678	2710	2742	2771	2804			
	66352	67106	68016	68822	69628	70460	71292	72046	72904			

* GUIDELINES FOR INFORMATION SYSTEMS

COMMUNITY COLLEGE GRADUATES

PAY BAND 1-3

ENTRY LEVEL	- PAY BAND 1 STEP 1
AFTER 1 YEAR	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)
AFTER 2 YEARS	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 3

STEP (a)	UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)
STEP (e) TO (i)	UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)
STEP (i)	UNIVERSITY DEGREE WITH MASTER'S DEGREE IN THE REQUIRED DISCIPLINE

NOTE: PAY STEP NOTED IN BOLD PRINT IS THE CONTROL POINT MAXIMUM OF THE PAY BAND. FINAL STEP IS THE DISCRETIONARY MAXIMUM.

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2114	2139	2169	2192	2221	2246	2270	2299	2321	2349	2377	2406
OFFICIAL 4	54964	55614	56394	56992	57746	58396	59020	59774	60346	61074	61802	62556
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2436	2461	2494	2522	2549	2578	2613	2643	2674	2704	2737	2767
	63336	63986	64844	65572	66274	67028	67938	68718	69524	70304	71162	71942
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2799	2832	2867	2900	2935	2971	3004	3038	3072			
	72774	73632	74542	75400	76310	77246	78104	78988	79872			
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2414	2442	2471	2500	2527	2555	2585	2618	2649	2681	2713	2745
OFFICIAL 5	62764	63492	64246	65000	65702	66430	67210	68068	68874	69706	70538	71370
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2773	2806	2839	2875	2910	2942	2977	3011	3048	3084	3119	3159
	72098	72956	73814	74750	75660	76492	77402	78286	79248	80184	81094	82134
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	3194	3233	3271	3309	3349	3390	3426	3467	3510			
	83044	84058	85046	86034	87074	88140	89076	90142	91260			

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2794	2825	2859	2895	2929	2964	2997	3031	3066	3105	3142	3179
OFFICIAL 6	72644	73450	74334	75270	76154	77064	77922	78806	79716	80730	81692	82654
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	3215	3252	3289	3331	3369	3409	3450	3487	3529	3571	3616	3654
	83590	84552	85514	86606	87594	88634	89700	90662	91754	92846	94016	95004
	(25)	(26)	(27)	(28)	(29)							
	3702	3745	3787	3835	3878							
	96252	97370	98462	99710	100828							

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	3341	3380	3417	3459	3501	3540	3584	3626	3668	3714	3755	3802
OFFICIAL 7	86866	87880	88842	89934	91026	92040	93184	94276	95368	96564	97630	98852
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)			
	3848	3888	3936	3984	4028	4079	4127	4176	4227			
	100048	101088	102336	103584	104728	106054	107302	108576	109902			

SCHEDULE A
BIWEEKLY RATE OF PAY
EFFECTIVE OCTOBER 1, 2022

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1607	1626	1642	1659	1679	1696	1712	1733	1753	1777	1797	1815
OFFICIAL 1	41782	42276	42692	43134	43654	44096	44512	45058	45578	46202	46722	47190
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1842	1861	1884	1905	1922	1942	1967	1989	2012	2040	2061	2086
	47892	48386	48984	49530	49972	50492	51142	51714	52312	53040	53586	54236
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	2112	2131	2160	2178	2205	2235	2258	2289	2313	2339		
	54912	55406	56160	56628	57330	58110	58708	59514	60138	60814		
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1830	1852	1868	1892	1912	1931	1953	1977	1999	2027	2051	2071
OFFICIAL 2	47580	48152	48568	49192	49712	50206	50778	51402	51974	52702	53326	53846
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2103	2121	2143	2169	2191	2221	2246	2270	2301	2327	2354	2378
	54678	55146	55718	56394	56966	57746	58396	59020	59826	60502	61204	61828
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2403	2435	2464	2492	2521	2554	2582	2611	2641			
	62478	63310	64064	64792	65546	66404	67132	67886	68666			

SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
BUSINESS	1746	1766	1791	1808	1835	1855	1872	1896	1916	1935	1958	1982
OFFICIAL 3*	45396	45916	46566	47008	47710	48230	48672	49296	49816	50310	50908	51532
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1988	2011	2038	2060	2082	2111	2130	2159	2177	2203	2234	2257
	51688	52286	52988	53560	54132	54886	55380	56134	56602	57278	58084	58682
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2288	2312	2338	2366	2389	2418	2446	2477	2507	2534	2566	2594
	59488	60112	60788	61516	62114	62868	63596	64402	65182	65884	66716	67444
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2621	2651	2686	2718	2750	2782	2815	2845	2878			
	68146	68926	69836	70668	71500	72332	73190	73970	74828			

* GUIDELINES FOR INFORMATION SYSTEMS

COMMUNITY COLLEGE GRADUATES

PAY BAND 1-3

ENTRY LEVEL	- PAY BAND 1 STEP 1
AFTER 1 YEAR	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)
AFTER 2 YEARS	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 3

STEP (a)	UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)
STEP (e) TO (i)	UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)
STEP (i)	UNIVERSITY DEGREE WITH MASTER'S DEGREE IN THE REQUIRED DISCIPLINE

NOTE: PAY STEP NOTED IN BOLD PRINT IS THE CONTROL POINT MAXIMUM OF THE PAY BAND. FINAL STEP IS THE DISCRETIONARY MAXIMUM.

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2174	2200	2231	2254	2284	2309	2334	2363	2386	2414	2443	2472
OFFICIAL 4	56524	57200	58006	58604	59384	60034	60684	61438	62036	62764	63518	64272
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2503	2528	2562	2591	2618	2648	2683	2714	2746	2776	2810	2840
	65078	65728	66612	67366	68068	68848	69758	70564	71396	72176	73060	73840
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2873	2907	2942	2976	3012	3049	3082	3117	3152			
	74698	75582	76492	77376	78312	79274	80132	81042	81952			
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2480	2509	2539	2568	2596	2624	2655	2688	2720	2753	2785	2818
OFFICIAL 5	64480	65234	66014	66768	67496	68224	69030	69888	70720	71578	72410	73268
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2847	2880	2914	2951	2986	3019	3055	3089	3127	3164	3200	3240
	74022	74880	75764	76726	77636	78494	79430	80314	81302	82264	83200	84240
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	3276	3316	3355	3393	3434	3476	3513	3554	3598			
	85176	86216	87230	88218	89284	90376	91338	92404	93548			

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2868	2900	2934	2971	3006	3041	3075	3110	3145	3185	3223	3261
OFFICIAL 6	74568	75400	76284	77246	78156	79066	79950	80860	81770	82810	83798	84786
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	3297	3335	3373	3416	3455	3495	3537	3575	3618	3661	3706	3745
	85722	86710	87698	88816	89830	90870	91962	92950	94068	95186	96356	97370
	(25)	(26)	(27)	(28)	(29)							
	3794	3838	3881	3930	3974							
	98644	99788	100906	102180	103324							

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	3426	3466	3503	3546	3589	3629	3674	3717	3759	3806	3848	3896
OFFICIAL 7	89076	90116	91078	92196	93314	94354	95524	96642	97734	98956	100048	101296
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)			
	3943	3984	4033	4082	4127	4179	4228	4278	4330			
	102518	103584	104858	106132	107302	108654	109928	111228	112580			

SCHEDULE A
BIWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2023

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1657	1677	1693	1710	1731	1748	1764	1786	1806	1831	1851	1869
OFFICIAL 1	43082	43602	44018	44460	45006	45448	45864	46436	46956	47606	48126	48594
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1897	1916	1940	1961	1979	1999	2024	2047	2070	2099	2120	2146
	49322	49816	50440	50986	51454	51974	52624	53222	53820	54574	55120	55796
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	2172	2192	2221	2240	2267	2298	2321	2353	2377	2404		
	56472	56992	57746	58240	58942	59748	60346	61178	61802	62504		
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	1885	1907	1923	1948	1968	1988	2010	2035	2057	2086	2110	2131
OFFICIAL 2	49010	49582	49998	50648	51168	51688	52260	52910	53482	54236	54860	55406
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2163	2182	2204	2231	2253	2284	2309	2334	2365	2392	2419	2444
	56238	56732	57304	58006	58578	59384	60034	60684	61490	62192	62894	63544
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2469	2502	2531	2560	2590	2623	2652	2681	2712			
	64194	65052	65806	66560	67340	68198	68952	69706	70512			

SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
BUSINESS	1799	1819	1845	1862	1890	1910	1928	1952	1972	1992	2015	2040
OFFICIAL 3*	46774	47294	47970	48412	49140	49660	50128	50752	51272	51792	52390	53040
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	2046	2069	2097	2119	2142	2171	2191	2220	2239	2265	2297	2320
	53196	53794	54522	55094	55692	56446	56966	57720	58214	58890	59722	60320
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2352	2376	2403	2431	2455	2484	2513	2545	2575	2603	2635	2664
	61152	61776	62478	63206	63830	64584	65338	66170	66950	67678	68510	69264
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2692	2722	2758	2790	2823	2856	2889	2920	2954			
	69992	70772	71708	72540	73398	74256	75114	75920	76804			

* GUIDELINES FOR INFORMATION SYSTEMS

COMMUNITY COLLEGE GRADUATES

PAY BAND 1-3

ENTRY LEVEL	- PAY BAND 1 STEP 1
AFTER 1 YEAR	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)
AFTER 2 YEARS	- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 3

STEP (a)	UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)
STEP (e) TO (i)	UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)
STEP (i)	UNIVERSITY DEGREE WITH MASTER'S DEGREE IN THE REQUIRED DISCIPLINE

NOTE: PAY STEP NOTED IN BOLD PRINT IS THE CONTROL POINT MAXIMUM OF THE PAY BAND. FINAL STEP IS THE DISCRETIONARY MAXIMUM.

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2236	2262	2294	2317	2348	2373	2399	2428	2452	2480	2510	2540
OFFICIAL 4	58136	58812	59644	60242	61048	61698	62374	63128	63752	64480	65260	66040
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2571	2597	2631	2661	2688	2719	2755	2786	2819	2850	2884	2915
	66846	67522	68406	69186	69888	70694	71630	72436	73294	74100	74984	75790
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	2949	2983	3019	3054	3090	3128	3162	3197	3233			
	76674	77558	78494	79404	80340	81328	82212	83122	84058			
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2548	2577	2608	2637	2666	2695	2726	2760	2793	2826	2859	2892
OFFICIAL 5	66248	67002	67808	68562	69316	70070	70876	71760	72618	73476	74334	75192
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2922	2956	2990	3028	3064	3098	3134	3169	3208	3245	3282	3323
	75972	76856	77740	78728	79664	80548	81484	82394	83408	84370	85332	86398
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)			
	3360	3400	3440	3479	3521	3564	3601	3643	3688			
	87360	88400	89440	90454	91546	92664	93626	94718	95888			

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	2943	2976	3011	3049	3084	3120	3155	3190	3226	3267	3306	3344
OFFICIAL 6	76518	77376	78286	79274	80184	81120	82030	82940	83876	84942	85956	86944
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	3381	3420	3459	3502	3542	3583	3626	3665	3708	3752	3798	3838
	87906	88920	89934	91052	92092	93158	94276	95290	96408	97552	98748	99788
	(25)	(26)	(27)	(28)	(29)							
	3888	3933	3977	4027	4072							
	101088	102258	103402	104702	105872							

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
BUSINESS	3513	3553	3591	3635	3679	3720	3766	3809	3852	3900	3943	3992
OFFICIAL 7	91338	92378	93366	94510	95654	96720	97916	99034	100152	101400	102518	103792
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)			
	4040	4082	4132	4182	4228	4281	4331	4382	4435			
	105040	106132	107432	108732	109928	111306	112606	113932	115310			

LETTER OF AGREEMENT – CASUAL EMPLOYEES

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 60702

Re: Terms and Conditions of Employment for Casuals Employed for less than Six (6) Continuous Months

1. A “**Casual Employee With Less than Six (6) Months Continuous Service**” is one who is hired on a temporary basis to respond to a temporary increase in workload; or to replace an absent employee; and who has not been so employed for a continuous period of more than six (6) months and when employed shall be entitled to the rights and benefits set out in this Article.

2. **Status of Employment**

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

As per the above, it is understood that Casual Employees who have been employed for less than six (6) continuous months do not hold permanent employment within the Public Service.

3. **Seniority**

Seniority for Casual Employees who have been employed for less than six (6) continuous months shall be the number of hours of service in casual employment, excluding overtime, in Part II of the Public Service from June 17, 2010. Service will only include hours actually worked by the Casual Employee.

A Casual Employee who has been employed for less than six (6) continuous months shall lose his/her seniority if there is a break in casual employment of more than eighteen (18) months.

The Employer shall prepare a list of Casual Employees dated March 31 and shall make this list available to the Union during April of each year.

4. **Rate of Pay**

A Casual Employee who has been employed for less than six (6) continuous months shall be paid at the highest of the following rates:

(a) the same wage rates as permanent employees, as per Schedule A the Collective Agreement for the classification in which the Casual Employee is working. Or,

(b) the rate paid to the Casual Employee immediately prior to the commencement of this Agreement.

5. **Holidays**

The eight (8) public holidays are New Year’s Day, Good Friday, Family Day, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one of those days under the *Employment Standards Act*.

A Casual Employee who has been employed for less than six (6) continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

6. Vacation

In addition to the applicable rate of pay,

(a) A Casual Employee with less than six (6) months continuous service who has less than eight (8) years of continuous employment with the Employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

(b) A Casual Employee with less than six (6) months continuous service who has eight (8) or more years of continuous employment with the Employer shall be paid eight percent (8%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

7. Leaves of Absence

Casual Employees with less than six (6) months continuous service are entitled to leaves of absence without pay, as outlined in the *Employment Standards Act*.

8. Applicability of the Collective Agreement

The parties agree that the following Articles of the Collective Agreement presently in effect between the Treasury Board and the Public Service Alliance of Canada (School Business Officials) shall also apply to Casual Employees with less than six (6) continuous months of service on their first day of work:

PREAMBLE

ARTICLE 1 - RECOGNITION

ARTICLE 2 - APPLICATION OF THE AGREEMENT

ARTICLE 3 - PROVINCIAL SECURITY

ARTICLE 4 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

ARTICLE 5 - DEFINITIONS

ARTICLE 6 - MANAGEMENT RIGHTS

ARTICLE 7 - NO DISCRIMINATION, NO HARASSMENT

ARTICLE 8 - STRIKES AND LOCKOUTS

ARTICLE 9 - UNION MEMBERSHIP AND DUES CHECK-OFF

ARTICLE 10 - UNION REPRESENTATIVE

ARTICLE 11 - COMMUNICATIONS

ARTICLE 12 - POSTING OF THE AGREEMENT

ARTICLE 13 - LABOUR-MANAGEMENT COMMITTEE

ARTICLE 14 - DISTRICT LIAISON COMMITTEE

ARTICLE 41 – DOMESTIC VIOLENCE LEAVE

ARTICLE 43 - SAFETY AND HEALTH

ARTICLE 46 - RESIGNATION

ARTICLE 48 - TRAVEL EXPENSES

ARTICLE 51 - DURATION AND TERMINATION

9. Alternate Provisions for Casual Employees with Less than Six (6) Months Continuous Service:

In addition, the parties agree that the following Articles of the Collective Agreement presently in effect between the Treasury Board and the Public Service Alliance of Canada (School Business Officials) shall not apply to Casual Employees with less than six (6) months continuous service except where, and to the extent that, an alternative provision has been stated below:

(a) ARTICLE 15 – GRIEVANCE PROCEDURE

Does not apply to Casual Employees with less than (6) six months continuous service. However, a Casual Employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded them under this Article.

(b) ARTICLE 16 – ADJUDICATION

Does not apply to Casual Employees with less than six (6) months continuous service. However, a Casual Employee shall have the right to access the adjudication procedure with respect to the interpretation, application or administration of any term or condition of employment accorded them under this this Article.

(c) ARTICLE 17 – DISCIPLINE AND DISCHARGE

Does not apply to Casual Employees with less than six (6) months continuous service. Whereas a Casual Employee is employed on a non-permanent, temporary or sporadic basis, and does not occupy a regular or permanent position in the Public Service, the Employer may terminate the employment of a Casual Employee without cause at any time and the employee does not have access to the grievance procedure.

(d) ARTICLE 22 – HOURS OF WORK AND OVERTIME

Does not apply to Casual Employees with less than six (6) months continuous service. It is understood that casual employees do not hold permanent employment within the Public Service. Casual Employees are not guaranteed hours of work.

(e) Casual Hours of Work and Time in Excess:

Where a Casual Employee with less than six (6) months continuous service is required by the Employer to work in excess of forty-four (44) hours per week, they shall be entitled to offset time on an hour-by-hour basis. Approved leaves with pay for excessive hours worked shall be arranged by the Employer so as to cause minimum interference with the operations of the School District, taking into account the seniority and employee's preferences.

10. The following Articles do not apply to Casual Employees with less than six (6) months continuous service:

ARTICLE 18 - SENIORITY

ARTICLE 19 - POSTING OF VACANCIES

ARTICLE 20 - PROBATION

ARTICLE 21 – JOB SECURITY, REASSIGNMENT, LAYOFF AND RECALL

ARTICLE 24 - MERIT INCREASE

ARTICLE 25 - CLASSIFICATION

ARTICLE 26 - VACATION

ARTICLE 27 - HOLIDAYS

ARTICLE 28 - SICK LEAVE

ARTICLE 29 - MEDICAL AND DENTAL APPOINTMENTS

ARTICLE 30 - PART-TIME EMPLOYEES

ARTICLE 31 - MATERNITY LEAVE/PATERNITY LEAVE/CHILD CARE LEAVE/CRITICALLY ILL ADULT LEAVE

ARTICLE 32 – COMPASSIONATE CARE LEAVE, CRITICALLY ILL CHILD LEAVE, ADOPTION LEAVE

ARTICLE 33 - FAMILY RESPONSIBILITY LEAVE AND EMERGENCY LEAVE

ARTICLE 34 - BEREAVEMENT LEAVE

ARTICLE 35 - PALLBEARER LEAVE

ARTICLE 36 - COURT LEAVE

ARTICLE 37 - UNION LEAVE

ARTICLE 38 - MISCELLANEOUS LEAVE

ARTICLE 39 - PROFESSIONAL DEVELOPMENT

ARTICLE 42 – GROUP HEALTH, DENTAL AND LIFE INSURANCE

ARTICLE 44 - LAYOFF ALLOWANCE
ARTICLE 45 - TECHNOLOGICAL CHANGE
ARTICLE 47 - INJURY ON DUTY
ARTICLE 49 - PORTABILITY OF BENEFITS

Dated this April 18th, 2023.

FOR THE EMPLOYER

Minister Ernie Steeves

FOR THE UNION

Erin Sirett

**LETTER OF AGREEMENT – RE: RECALL RIGHTS TO TERM POSITIONS FOR FORMER
PERMANENT EMPLOYEES CURRENTLY EMPLOYED AS TERM EMPLOYEES**

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 60702

Re: Recall rights to term positions for former permanent Employees currently employed as term Employees

It is understood by the parties that some Employees were laid off as a result of the reorganization of the Districts in July 2012 and subsequently accepted employment as term Employees.

The Parties agree to grant recall rights to term positions to the former permanent SBO Employees who are currently employed as term employees subject to the following terms:

1. This agreement applies to the following Employees only:
 - Michèle Routier DSF-S
 - Eric Kennedy DSF-S
 - Nicole Gagnon DSF-S
2. The Employee shall have the right to be recalled to their former term position within the same District provided the Employee has demonstrated satisfactory performance and has provided the Employer with a letter of interest in a recall at the time of expiration of their current term position.
3. This recall right will be effective for a period of eighteen (18) months following the termination of the term position.
4. During the recall period of (18) months, these Employees will be considered eligible to apply to vacant positions as Bargaining Unit employee working in a different district (clause 19.03 (2) of the Collective Agreement), i.e. they will be given priority over any other candidates internal or external to the Bargaining Unit (clause 19.03 (3)).
5. The recall right will not apply to Employees who;
 - (a) Voluntarily leave the service of the Employer;
 - (b) Are discharged;
 - (c) Accept another position

IN WITNESS WHEREOF, the Parties have signed this April 18th, 2023.

FOR THE EMPLOYER

FOR THE UNION

Minister Ernie Steeves

Erin Sirett

LETTER OF AGREEMENT – RE: JOINT CLASSIFICATION

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 60702

Re: Joint Classification

Upon signing of this collective agreement, the parties will agree to establish a joint classification review process.

While this Agreement is in effect, employees requesting a reclassification of their position shall have their position description questionnaire (PDQ) reviewed by the Joint Classification Committee (JCC). The JCC shall have the authority to consider and decide on employee classification requests.

Prior to initiating the joint classification process, the Employer shall provide training on the use of the Hay Guide Chart-Profile Method of job evaluation for JCC and Joint Advisory Committee members.

1. The terms and conditions of the joint classification review process will be as follows:

- (a) The JCC will consist of two (2) Employer representatives and two (2) Union representatives.
- (b) The Joint Advisory Committee (JAC) will consist of one (1) Employer representative and one (1) Union representative.
- (c) Within ninety (90) days of the signing of the collective agreement, the parties shall meet and develop terms of reference.
- (d) Following approval of the terms of reference, the JCC shall be responsible for maintaining the integrity of the application of job classification.
- (e) When evaluating new position classifications or reclassification requests, the JCC shall apply the job evaluation methodology.
- (f) The JCC shall meet as necessary at a mutually agreed to time and place (in person or virtual meetings). Each party shall be responsible for their expenses.
- (g) The JCC shall review the PDQ and provide a rating decision within sixty (60) working days of the receipt of the reclassification by Finance and Treasury Board.
- (h) All decisions of the JCC shall be final and binding.
- (i) In the event that the JCC is unable to reach consensus on any classification matter, the matter shall be referred to the JAC.

- (j) The JAC shall consider any matter referred to it by the JCC and provide a decision within thirty (30) working days. All JAC decisions shall require consensus and are final and binding.

2. For the duration of this Agreement, the parties agree that the language contained in Articles 24.04 and 24.06 will be replaced with the following:

24.04 The Union recognizes the Employer's exclusive right to assign duties. The Joint Classification Committee (JCC) or Joint Advisory Committee (JAC) will classify the positions of employees.

24.06 Establishment of a New Position

Where a new position is established by the Employer during the term of this Agreement, the wage rate shall be established by the JCC in relation to the points allocated based on the job evaluation tool. The Employer may set an interim wage rate for such classification. Article 25.09 shall apply.

3. For the duration of this Agreement, the parties agree that Article 25.08 (classification appeal process) shall not apply.

4. The duration of this Agreement will be two (2) years following the signing of the Collective Agreement. The parties may extend the duration of the Agreement upon mutual agreement. If the parties extend the Agreement, it will be re-evaluated on an annual basis. This Agreement may continue beyond the expiry of the present collective agreement until the parties conclude a new Collective Agreement.

5. If the parties do not mutually agree to extend the duration of this Agreement, it will become null and void at the end of the two (2) year term and the process outlined in Article 25 (Classifications) shall apply.

IN WITNESS WHEREOF, the Parties have signed this April 18th, 2023.

FOR THE EMPLOYER

FOR THE UNION

Minister Ernie Steeves

Erin Sirett