

COLLECTIVE AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA UNION LOCAL 60702

GROUP: SCHOOL BUSINESS OFFICIALS

EXPIRES: September 30, 2028

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THIS AGREEMENT made this 19 day of December, 2025.

BETWEEN: HIS 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 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

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

5.12 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 and steps), mailing address, telephone number and email of each employee.

Should any errors or omissions be identified in the list provided to the Union, the Employer shall amend the list and provide a corrected new list within thirty business days of the date when the errors and/or omission were identified by the Local Union.

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 school district 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, group of employees or the Union, and where the employee has the written consent of the Union the following procedure shall apply:

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 Superintendent or designate, by presenting the grievance in writing, containing sufficient details to identify the issues, on forms agreed upon by the Employer and the Union. The Superintendent or designate, shall reply in writing on such form within fifteen (15) working days from the presentation of the grievance. 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)-day period.

15.05 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.

15.06 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.

15.07 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.

15.08 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.

15.09 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.

17.08 Electronic Monitoring or Surveillance

Electronic monitoring or surveillance equipment may only be installed by the Employer to protect the Employer's premises and property, and to enhance the personal safety of employees and students. The Union shall be notified, and a notice shall be posted in all workplaces in which the Employer has installed electronic monitoring or surveillance equipment. Such equipment shall not be used to conduct general, on-going supervision of employees. When alleged incidents occur other than regular work performance issues, and involve either students or staff, the Parties agree that the electronic recording can be used by the Employer for purposes of investigating the incident.

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 Employer will provide the Union with a copy of all postings at the time they are posted. Such postings will be sent to the following email address unless the Union informs the Employer of any changes in a timely manner. Email: secretary@sbeu-spas.com

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 same position 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 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 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 either (a) or (b) above, then any vacant position 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) or (c) 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 same position 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 as calculated under Article 18 (Seniority). Recall shall be subject to the employee having the qualifications, skills and ability to perform the duties of the position.

21.09 No new employees will be hired by or seconded to a School District until all laid off employees within the School District have been given an opportunity for recall or to fill a job vacancy, for which they are qualified, 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 1/4) 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) 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. Acting employees and part-time employees shall receive prorated pay in accordance with this article. Any such amounts for acting employees shall be deducted from the full-time employee's lump sum pay.

- (b) 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. Acting employees and part-time employees shall receive prorated pay in accordance with this article. Any such amounts for acting employees shall be deducted from the full-time employee's lump sum pay.
- (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 Recognition and Retention Premium

- (a) An employee in the bargaining unit shall, after completing 25 years of continuous service be entitled to a 3% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 25th anniversary of the employee's commencement date.
- (b) An employee in the bargaining unit shall, after completing 20 years of continuous service be entitled to a 2% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 20th anniversary of the employee's commencement date.
- (c) An employee in the bargaining unit shall, after completing 15 years of continuous service be entitled to a 1% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 15th anniversary of the employee's commencement date.
- (d) For the purposes of the initial implementation of the Recognition and Retention Premium, all employees who have already completed the requisite years of service with the Employer as of the date of signing of this collective agreement shall be entitled to the Retention Premium effective the date of signing.

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 an 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 an 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) An 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) An 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) An 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, CCing the Union (Secretary@SBEU-SPAS.com), 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 CCing the employee. 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 (a) The vacation leave credit for employees engaged for twelve 12 months:

- (i) For employees with less than five (5) years of employment shall be one and one-quarter (1 1/4) or 1.25 days per calendar month, for a total of 15 days per year;
- (ii) For employees with five (5) to fifteen (15) or more years of employment shall be one and two-thirds (1 2/3) or 1.666 days per calendar month, for a total of 20 days per year;
- (iii) For employees with sixteen (16) to seventeen (17) years of employment shall be one and three-quarters (1 3/4) or 1.75 days per calendar month, for a total of 21 days per year;
- (iv) For employees with seventeen (17) to eighteen (18) years of employment shall be 1.833 days per calendar month, for a total of 22 days per year;
- (v) For employees with eighteen (18) to nineteen (19) years of employment shall be 1.916 days per calendar month, for a total of 23 days per year;
- (vi) For employees with nineteen (19) to twenty (20) years of employment shall be two (2) days per calendar month, for a total of 24 days per year;
- (vii) For employees with twenty (20) or more years of employment shall be two and one-twelfth (2 1/12) or 2.083 days per calendar month, for a total of 25 days per year.

(b) The vacation leave credits in 26.02(a) shall apply to 10-month employees but will be prorated as follows:

Days	Months	Days Per Month	12 Month EE's	10 Month EE's
<u>15</u>	<u>12</u>	<u>1.250</u>	<u>15</u>	<u>12.50</u>
<u>20</u>	<u>12</u>	<u>1.670</u>	<u>20</u>	<u>16.67</u>
<u>21</u>	<u>12</u>	<u>1.750</u>	<u>21</u>	<u>17.50</u>
<u>22</u>	<u>12</u>	<u>1.833</u>	<u>22</u>	<u>18.33</u>
<u>23</u>	<u>12</u>	<u>1.916</u>	<u>23</u>	<u>19.17</u>
<u>24</u>	<u>12</u>	<u>2.000</u>	<u>24</u>	<u>20</u>
<u>25</u>	<u>12</u>	<u>2.083</u>	<u>25</u>	<u>20.83</u>

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 (½) 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) Victoria Day;
- (f) Canada Day;
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) National Day for Truth and Reconciliation;
- (j) Thanksgiving;
- (k) Remembrance Day;

- (l) 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;
- (m) 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 $\frac{1}{4}$) 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 ($\frac{1}{2}$) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits 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 ($\frac{1}{2}$) day may be deducted as one-half ($\frac{1}{2}$) day; absence for more than a half ($\frac{1}{2}$) 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;

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

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.

ARTICLE 34 – BEREAVEMENT LEAVE

34.01 (a) An employee shall be granted bereavement leave without loss of regular pay for five (5) working days in the event of the death of an immediate family member.

(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 two (2) 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 with pay to a reasonable number of employees to attend Union Executive Meetings, Conventions, conferences and educational events. The Employer shall invoice the Union for reimbursement of salary and benefits. The Union will be responsible for all employee travel expenses incurred to attend the meetings.

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 37.01 and 37.02, 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 - VOLUNTEER LEAVE

42.01 Volunteer Day

An employee shall be allowed a maximum of one (1) day per year for working with a charitable organization or performing a charitable activity.

An advance notice of at least five (5) working days and a confirmation of involvement from the organization/sector are required.

The leave shall be scheduled at times convenient to both the employee and the Employer.

ARTICLE 43 - GROUP HEALTH, DENTAL AND LIFE INSURANCE

43.01 (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.

43.02 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 44 – SAFETY AND HEALTH

44.01 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.

44.02 An Employee required to wear safety boots or safety shoes shall receive a one hundred and seventy-five dollars (\$175.00) safety footwear allowance payable at the beginning of April in each year unless a requirement for safety boots or safety shoes identified earlier or later in the year in which case, the safety footwear allowance will be paid out when requested by the employee and approved by the Supervisor.

44.03 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.

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

ARTICLE 45 – LAYOFF ALLOWANCE

45.01 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 46 – TECHNOLOGICAL CHANGE

46.01 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.

46.02 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.

46.03 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.

46.04 (a) If as a result of change in technology, an 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.

(b) Where new technology, software or equipment is introduced into the workplace, employees who require training may request the appropriate training from the Employer. Subject to the approval of the request by the Employer, training would 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.

46.05 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 47 – RESIGNATIONS

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

ARTICLE 48 – INJURY ON DUTY

48.01 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.

48.02 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 49 – TRAVEL EXPENSES

49.01 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 50 – PORTABILITY OF BENEFITS

50.01 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.

50.02 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.

50.03 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 51 – REMOTE WORK

51.01 Remote work is in accordance with GNB's Remote Work Policy (Policy AD-2255), as amended from time to time, shall apply to the employees in this bargaining group.

ARTICLE 52 – ACTING ASSIGNMENTS

52.01 In filling acting assignment within the bargaining unit, the employer may give consideration to members of the bargaining unit who have the necessary qualifications and competence.

52.02 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 or receive a 5% increase in their salary, whichever is greater. 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.

ARTICLE 53 - ROAD CONDITIONS, STORM DAYS AND WORKPLACE CLOSURES

53.01 Workplace Open: If an employee makes every reasonable effort to report on time for their regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, the employee may request to use one or a combination of the following options:

- (a) Work from home provided the employee has the necessary equipment with them; or
- (b) Use vacation credits, accumulated time in excess, or leave without pay; or
- (c) Offset the time at a time approved by the Employer, where operational requirements permit; or
- (d) Work from another Employer facility as mutually agreed between the employee and the Employer.

Such requests shall not be unreasonably requested nor unreasonably denied by their supervisor.

The employee will discuss their options with their supervisor prior to the start of their shift, unless circumstances prevent them from so doing.

53.02 Workplace Closed: If an employee's workplace is closed the employee may, at their sole discretion, choose one of the following options:

- (a) Work from home provided that the employee has the necessary equipment with them; or
- (b) Use vacation leave, accumulated time in excess, or leave without pay; or
- (c) Offset the time at a time approved by the Employer, where operational requirements permit.

The employee shall notify their supervisor as to which option the employee has selected prior to the start of their shift, unless circumstances prevent them from so doing.

53.03 Workplace Closed During Workday: If the Employer sends the employee home due to a storm or hazardous weather conditions, employees will bring the necessary equipment with them at home and work from home for the rest of the work day.

53.04 District Office Closed: On days where school and district operations are completely suspended, including early dismissals, employees will not be expected to work.

53.05 For the purpose of this article, workplace shall refer to any location where an employee is assigned to perform their duties on a temporary or regular basis, including but not limited to schools, district offices (including Education centres), administrative buildings and/or any other sites under the jurisdiction of the Employer.

For employees whose roles spans over multiple locations, the primary workplace shall be defined as the location where the employee is based for administrative supervisory or reporting purposes.

ARTICLE 54 – RETROACTIVITY

54.01 Unless otherwise stated in the agreement, all new wages are retroactive to October 1, 2024.

54.02 The Employer shall pay retroactive monetary compensation for all hours worked based on the last round of bargaining to all current and former employees (i.e., any employee who worked under the Collective Agreement on or after September 30, 2024).

54.03 Retroactive Payment for Former Employees:

- (i) Former employees who have a claim for retroactive pay hereunder must write-in to the School District where they formerly worked to claim their retroactive pay within sixty (60) calendar days from the signing of the Collective Agreement. Such timeframe may be extended by mutual agreement between the parties.
- (ii) The write-in requirement does not apply to persons who have retired or to persons who have died.
- (iii) When an employee who is entitled to receive retroactive monetary compensation dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee.

Failure to make such claim within the sixty (60) day period or period mutually agreed to between the parties, will result in the employee relinquishing any entitlement to retroactive pay. It shall be the sole responsibility of the former employee to make the claim for retroactive pay.

54.04 The provisions of this Collective Agreement shall be implemented within a period of ninety (90) calendar days from the signing of the Collective Agreement. Such timeframe may be extended by mutual agreement between the parties

54.05 The Employer shall deduct union dues in accordance with Article 9 from any retroactive payment made under this article.

ARTICLE 55 – DURATION AND TERMINATION

55.01 Subject to the provisions of Article 54 (Retroactivity) of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning October 1, 2024 and ending on September 30, 2028, 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.

55.02 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.

55.03 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 December 19, 2025.

FOR THE EMPLOYER

Hon. René Lagacy

Hon. René Lagacy

FOR THE UNION

Chris Di Liberatore

Chris Di Liberatore

Jennifer Johnson

Jennifer Johnson

SCHEDULE A – BYWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2024
4.00%

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	1723	1744	1761	1778	1800	1818	1835	1857	1878	1904	1925	1944	1973	1993	2018	2039	2058
OFFICIAL 1	44798	45344	45786	46228	46800	47268	47710	48282	48828	49504	50050	50544	51298	51818	52468	53014	53508
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)
	2079	2105	2129	2153	2183	2205	2232	2259	2280	2310	2330	2358	2390	2414	2447	2472	2500
	54054	54730	55354	55978	56758	57330	58032	58734	59280	60060	60580	61308	62140	62764	63622	64272	65000
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	1960	1983	2000	2026	2047	2068	2090	2116	2139	2169	2194	2216	2250	2269	2292	2320	2343
OFFICIAL 2	50960	51558	52000	52676	53222	53768	54340	55016	55614	56394	57044	57616	58500	58994	59592	60320	60918
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2375	2401	2427	2460	2488	2516	2542	2568	2602	2632	2662	2694	2728	2758	2788	2820	
	61750	62426	63102	63960	64688	65416	66092	66768	67652	68432	69212	70044	70928	71708	72488	73320	
SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(1)	(2)	(3)	(4)	(5)
BUSINESS	1871	1892	1919	1936	1966	1986	2005	2030	2051	2072	2096	2122	2128	2152	2181	2204	2228
OFFICIAL 3*	48646	49192	49894	50336	51116	51636	52130	52780	53326	53872	54496	55172	55328	55952	56706	57304	57928
	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
	2258	2279	2309	2329	2356	2389	2413	2446	2471	2499	2528	2553	2583	2614	2647	2678	2707
	58708	59254	60034	60554	61256	62114	62738	63596	64246	64974	65728	66378	67158	67964	68822	69628	70382
	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)						
	2740	2771	2800	2831	2868	2902	2936	2970	3005	3037	3072						
	71240	72046	72800	73606	74568	75452	76336	77220	78130	78962	79872						

***GUIDELINES FOR INFORMATION SYSTEMS**

COMMUNITY COLLEGE GRADUATES

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 1-3

ENTRY LEVEL - PAY BAND 1 STEP 1 STEP (a) UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)

AFTER 1 YEAR - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9) STEP (e) TO (i) UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)

AFTER 2 YEARS - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (l)) 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)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2325	2352	2386	2410	2442	2468	2495	2525	2550	2579	2610	2642	2674	2701	2736	2767	2796
OFFICIAL 4	60450	61152	62036	62660	63492	64168	64870	65650	66300	67054	67860	68692	69524	70226	71136	71942	72696
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2828	2865	2897	2932	2964	2999	3032	3067	3102	3140	3176	3214	3253	3288	3325	3362	
	73528	74490	75322	76232	77064	77974	78832	79742	80652	81640	82576	83564	84578	85488	86450	87412	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2650	2680	2712	2742	2773	2803	2835	2870	2905	2939	2973	3008	3039	3074	3110	3149	3187
OFFICIAL 5	68900	69680	70512	71292	72098	72878	73710	74620	75530	76414	77298	78208	79014	79924	80860	81874	82862
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3222	3259	3296	3336	3375	3413	3456	3494	3536	3578	3618	3662	3707	3745	3789	3836	
	83772	84734	85696	86736	87750	88738	89856	90844	91936	93028	94068	95212	96382	97370	98514	99736	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3061	3095	3131	3171	3207	3245	3281	3318	3355	3398	3438	3478	3516	3557	3597	3642	3684
OFFICIAL 6	79586	80470	81406	82446	83382	84370	85306	86268	87230	88348	89388	90428	91416	92482	93522	94692	95784
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)					
	3726	3771	3812	3856	3902	3950	3992	4044	4090	4136	4188	4235					
	96876	98046	99112	100256	101452	102700	103792	105144	106340	107536	108888	110110					
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3654	3695	3735	3780	3826	3869	3917	3961	4006	4056	4101	4152	4202	4245	4297	4349	4397
OFFICIAL 7	95004	96070	97110	98280	99476	100594	101842	102986	104156	105456	106626	107952	109252	110370	111722	113074	114322
	(18)	(19)	(20)	(21)													
	4452	4504	4557	4612													
	115752	117104	118482	119912													

SCHEDULE A – BYWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2025
4.00%

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	1792	1814	1831	1849	1872	1891	1908	1931	1953	1980	2002	2022	2052	2073	2099	2121	2140
OFFICIAL 1	46592	47164	47606	48074	48672	49166	49608	50206	50778	51480	52052	52572	53352	53898	54574	55146	55640
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)
	2162	2189	2214	2239	2270	2293	2321	2349	2371	2402	2423	2452	2486	2511	2545	2571	2600
	56212	56914	57564	58214	59020	59618	60346	61074	61646	62452	62998	63752	64636	65286	66170	66846	67600
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2038	2062	2080	2107	2129	2151	2174	2201	2225	2256	2282	2305	2340	2360	2384	2413	2437
OFFICIAL 2	52988	53612	54080	54782	55354	55926	56524	57226	57850	58656	59332	59930	60840	61360	61984	62738	63362
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2470	2497	2524	2558	2588	2617	2644	2671	2706	2737	2768	2802	2837	2868	2900	2933	
	64220	64922	65624	66508	67288	68042	68744	69446	70356	71162	71968	72852	73762	74568	75400	76258	
SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(1)	(2)	(3)	(4)	(5)
BUSINESS	1946	1968	1996	2013	2045	2065	2085	2111	2133	2155	2180	2207	2213	2238	2268	2292	2317
OFFICIAL 3*	50596	51168	51896	52338	53170	53690	54210	54886	55458	56030	56680	57382	57538	58188	58968	59592	60242
	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
	2348	2370	2401	2422	2450	2485	2510	2544	2570	2599	2629	2655	2686	2719	2753	2785	2815
	61048	61620	62426	62972	63700	64610	65260	66144	66820	67574	68354	69030	69836	70694	71578	72410	73190
	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)						
	2850	2882	2912	2944	2983	3018	3053	3089	3125	3158	3195						
	74100	74932	75712	76544	77558	78468	79378	80314	81250	82108	83070						

***GUIDELINES FOR INFORMATION SYSTEMS**

COMMUNITY COLLEGE GRADUATES

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 1-3

ENTRY LEVEL - PAY BAND 1 STEP 1

PAY BAND 3

STEP (a) UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)

AFTER 1 YEAR - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)

STEP (e) TO (i) UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)

AFTER 2 YEARS - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i))

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)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2418	2446	2481	2506	2540	2567	2595	2626	2652	2682	2714	2748	2781	2809	2845	2878	2908
OFFICIAL 4	62868	63596	64506	65156	66040	66742	67470	68276	68952	69732	70564	71448	72306	73034	73970	74828	75608
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2941	2980	3013	3049	3083	3119	3153	3190	3226	3266	3303	3343	3383	3420	3458	3496	
	76466	77480	78338	79274	80158	81094	81978	82940	83876	84916	85878	86918	87958	88920	89908	90896	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2756	2787	2820	2852	2884	2915	2948	2985	3021	3057	3092	3128	3161	3197	3234	3275	3314
OFFICIAL 5	71656	72462	73320	74152	74984	75790	76648	77610	78546	79482	80392	81328	82186	83122	84084	85150	86164
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3351	3389	3428	3469	3510	3550	3594	3634	3677	3721	3763	3808	3855	3895	3941	3989	
	87126	88114	89128	90194	91260	92300	93444	94484	95602	96746	97838	99008	100230	101270	102466	103714	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3183	3219	3256	3298	3335	3375	3412	3451	3489	3534	3576	3617	3657	3699	3741	3788	3831
OFFICIAL 6	82758	83694	84656	85748	86710	87750	88712	89726	90714	91884	92976	94042	95082	96174	97266	98488	99606
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)					
	3875	3922	3964	4010	4058	4108	4152	4206	4254	4301	4356	4404					
	100750	101972	103064	104260	105508	106808	107952	109356	110604	111826	113256	114504					
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3800	3843	3884	3931	3979	4024	4074	4119	4166	4218	4265	4318	4370	4415	4469	4523	4573
OFFICIAL 7	98800	99918	100984	102206	103454	104624	105924	107094	108316	109668	110890	112268	113620	114790	116194	117598	118898
	(18)	(19)	(20)	(21)													
	4630	4684	4739	4796													
	120380	121784	123214	124696													

Some employees may qualify for Recognition & Retention premium of 1%, 2%, or 3% to be applied to the above rates pursuant to article 23.01 of the Collective Agreement effective date of signing.

SCHEDULE A – BYWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2026
2.25%

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	1832	1855	1872	1891	1914	1934	1951	1974	1997	2025	2047	2067	2098	2120	2146	2169	2188
OFFICIAL 1	47632	48230	48672	49166	49764	50284	50726	51324	51922	52650	53222	53742	54548	55120	55796	56394	56888
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)
	2211	2238	2264	2289	2321	2345	2373	2402	2424	2456	2478	2507	2542	2567	2602	2629	2659
	57486	58188	58864	59514	60346	60970	61698	62452	63024	63856	64428	65182	66092	66742	67652	68354	69134
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2084	2108	2127	2154	2177	2199	2223	2251	2275	2307	2333	2357	2393	2413	2438	2467	2492
OFFICIAL 2	54184	54808	55302	56004	56602	57174	57798	58526	59150	59982	60658	61282	62218	62738	63388	64142	64792
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2526	2553	2581	2616	2646	2676	2703	2731	2767	2799	2830	2865	2901	2933	2965	2999	
	65676	66378	67106	68016	68796	69576	70278	71006	71942	72774	73580	74490	75426	76258	77090	77974	
SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(1)	(2)	(3)	(4)	(5)
BUSINESS	1990	2012	2041	2058	2091	2111	2132	2158	2181	2203	2229	2257	2263	2288	2319	2344	2369
OFFICIAL 3*	51740	52312	53066	53508	54366	54886	55432	56108	56706	57278	57954	58682	58838	59488	60294	60944	61594
	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
	2401	2423	2455	2476	2505	2541	2566	2601	2628	2657	2688	2715	2746	2780	2815	2848	2878
	62426	62998	63830	64376	65130	66066	66716	67626	68328	69082	69888	70590	71396	72280	73190	74048	74828
	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)						
	2914	2947	2978	3010	3050	3086	3122	3159	3195	3229	3267						
	75764	76622	77428	78260	79300	80236	81172	82134	83070	83954	84942						

***GUIDELINES FOR INFORMATION SYSTEMS**

COMMUNITY COLLEGE GRADUATES

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 1-3

ENTRY LEVEL - PAY BAND 1 STEP 1

STEP (a) UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)

AFTER 1 YEAR - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9)

STEP (e) TO (i) UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)

AFTER 2 YEARS

- MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i)) 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)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2472	2501	2537	2562	2597	2625	2653	2685	2712	2742	2775	2810	2844	2872	2909	2943	2973
OFFICIAL 4	64272	65026	65962	66612	67522	68250	68978	69810	70512	71292	72150	73060	73944	74672	75634	76518	77298
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3007	3047	3081	3118	3152	3189	3224	3262	3299	3339	3377	3418	3459	3497	3536	3575	
	78182	79222	80106	81068	81952	82914	83824	84812	85774	86814	87802	88868	89934	90922	91936	92950	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2818	2850	2883	2916	2949	2981	3014	3052	3089	3126	3162	3198	3232	3269	3307	3349	3389
OFFICIAL 5	73268	74100	74958	75816	76674	77506	78364	79352	80314	81276	82212	83148	84032	84994	85982	87074	88114
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3426	3465	3505	3547	3589	3630	3675	3716	3760	3805	3848	3894	3942	3983	4030	4079	
	89076	90090	91130	92222	93314	94380	95550	96616	97760	98930	100048	101244	102492	103558	104780	106054	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3255	3291	3329	3372	3410	3451	3489	3529	3568	3614	3656	3698	3739	3782	3825	3873	3917
OFFICIAL 6	84630	85566	86554	87672	88660	89726	90714	91754	92768	93964	95056	96148	97214	98332	99450	100698	101842
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)					
	3962	4010	4053	4100	4149	4200	4245	4301	4350	4398	4454	4503					
	103012	104260	105378	106600	107874	109200	110370	111826	113100	114348	115804	117078					
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3886	3929	3971	4019	4069	4115	4166	4212	4260	4313	4361	4415	4468	4514	4570	4625	4676
OFFICIAL 7	101036	102154	103246	104494	105794	106990	108316	109512	110760	112138	113386	114790	116168	117364	118820	120250	121576
	(18)	(19)	(20)	(21)													
	4734	4789	4846	4904													
	123084	124514	125996	127504													

Some employees may qualify for Recognition & Retention premium of 1%, 2%, or 3% to be applied to the above rates pursuant to article 23.01 of the Collective Agreement effective date of signing.

SCHEDULE A – BYWEEKLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2027
2.25%

SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	1873	1897	1914	1934	1957	1978	1995	2018	2042	2071	2093	2114	2145	2168	2194	2218	2237
OFFICIAL 1	48698	49322	49764	50284	50882	51428	51870	52468	53092	53846	54418	54964	55770	56368	57044	57668	58162
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)
	2261	2288	2315	2341	2373	2398	2426	2456	2479	2511	2534	2563	2599	2625	2661	2688	2719
	58786	59488	60190	60866	61698	62348	63076	63856	64454	65286	65884	66638	67574	68250	69186	69888	70694
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2131	2155	2175	2202	2226	2248	2273	2302	2326	2359	2385	2410	2447	2467	2493	2523	2548
OFFICIAL 2	55406	56030	56550	57252	57876	58448	59098	59852	60476	61334	62010	62660	63622	64142	64818	65598	66248
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	2583	2610	2639	2675	2706	2736	2764	2792	2829	2862	2894	2929	2966	2999	3032	3066	
	67158	67860	68614	69550	70356	71136	71864	72592	73554	74412	75244	76154	77116	77974	78832	79716	
SCHOOL	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(1)	(2)	(3)	(4)	(5)
BUSINESS	2035	2057	2087	2104	2138	2158	2180	2207	2230	2253	2279	2308	2314	2339	2371	2397	2422
OFFICIAL 3*	52910	53482	54262	54704	55588	56108	56680	57382	57980	58578	59254	60008	60164	60814	61646	62322	62972
	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
	2455	2478	2510	2532	2561	2598	2624	2660	2687	2717	2748	2776	2808	2843	2878	2912	2943
	63830	64428	65260	65832	66586	67548	68224	69160	69862	70642	71448	72176	73008	73918	74828	75712	76518
	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)						
	2980	3013	3045	3078	3119	3155	3192	3230	3267	3302	3341						
	77480	78338	79170	80028	81094	82030	82992	83980	84942	85852	86866						

***GUIDELINES FOR INFORMATION SYSTEMS**

COMMUNITY COLLEGE GRADUATES

UNIVERSITY ENTRY LEVEL RECRUITMENT RATE

PAY BAND 1-3

ENTRY LEVEL - PAY BAND 1 STEP 1 STEP (a) UNIVERSITY GRADUATION WITH NO SPECIALIZATION (EX. ARTS DEGREE)

AFTER 1 YEAR - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 1 (STEP 9) STEP (e) TO (i) UNIVERSITY GRADUATION WITH SPECIALIZATION (EX. SCIENCE DEGREE IN THE REQUIRED DISCIPLINE)

AFTER 2 YEARS - MAY RECEIVE UP TO EIGHT STEPS IN PAY BAND 3 (STEP (i)) 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)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2528	2557	2594	2620	2655	2684	2713	2745	2773	2804	2837	2873	2908	2937	2974	3009	3040
OFFICIAL 4	65728	66482	67444	68120	69030	69784	70538	71370	72098	72904	73762	74698	75608	76362	77324	78234	79040
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3075	3116	3150	3188	3223	3261	3297	3335	3373	3414	3453	3495	3537	3576	3616	3655	
	79950	81016	81900	82888	83798	84786	85722	86710	87698	88764	89778	90870	91962	92976	94016	95030	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	2881	2914	2948	2982	3015	3048	3082	3121	3159	3196	3233	3270	3305	3343	3381	3424	3465
OFFICIAL 5	74906	75764	76648	77532	78390	79248	80132	81146	82134	83096	84058	85020	85930	86918	87906	89024	90090
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	
	3503	3543	3584	3627	3670	3712	3758	3800	3845	3891	3935	3982	4031	4073	4121	4171	
	91078	92118	93184	94302	95420	96512	97708	98800	99970	101166	102310	103532	104806	105898	107146	108446	
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3328	3365	3404	3448	3487	3529	3568	3608	3648	3695	3738	3781	3823	3867	3911	3960	4005
OFFICIAL 6	86528	87490	88504	89648	90662	91754	92768	93808	94848	96070	97188	98306	99398	100542	101686	102960	104130
	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)					
	4051	4100	4144	4192	4242	4295	4341	4398	4448	4497	4554	4604					
	105326	106600	107744	108992	110292	111670	112866	114348	115648	116922	118404	119704					
SCHOOL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
BUSINESS	3973	4017	4060	4109	4161	4208	4260	4307	4356	4410	4459	4514	4569	4616	4673	4729	4781
OFFICIAL 7	103298	104442	105560	106834	108186	109408	110760	111982	113256	114660	115934	117364	118794	120016	121498	122954	124306
	(18)	(19)	(20)	(21)													
	4841	4897	4955	5014													
	125866	127322	128830	130364													

Some employees may qualify for Recognition & Retention premium of 1%, 2%, or 3% to be applied to the above rates pursuant to article 23.01 of the Collective Agreement effective date of signing.

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 44 – SAFETY AND HEALTH

ARTICLE 47 – RESIGNATION

ARTICLE 49 – TRAVEL EXPENSES

ARTICLE 55 – 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 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 43 – GROUP HEALTH, DENTAL AND LIFE INSURANCE

ARTICLE 45 – LAYOFF ALLOWANCE

ARTICLE 46 – TECHNOLOGICAL CHANGE

ARTICLE 48 – INJURY ON DUTY

ARTICLE 50 – PORTABILITY OF BENEFITS

Dated this December 19, 2025

FOR THE EMPLOYER

Hon. René Lagacy

Hon. René Lagacy

Jennifer Johnson

Jennifer Johnson

FOR THE UNION

Chris Di Liberatore

Chris Di Liberatore

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:
 - 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 December 19, 2025

FOR THE EMPLOYER

Hon. René Lagacy
Hon. René Lagacy

FOR THE UNION

Chris Di Liberatore
Chris Di Liberatore

Jennifer Johnson
Jennifer Johnson

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 December 19, 2025

FOR THE EMPLOYER

Hon. René Lagacy

Hon. René Lagacy

FOR THE UNION

Chris Di Liberatore

Chris Di Liberatore

Jennifer Johnson

Jennifer Johnson

LETTER OF AGREEMENT
BETWEEN
TREASURY BOARD
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 60702

Re: GEI Equivalency

If the Employer reaches a collective agreement with the remaining bargaining units (Part I, II, or III) not represented by the PSAC and that agreement provides a General Economic Increase (“GEI”) higher than the current GEI mandate (equivalent to 12.5% over 4 years) the Employer agrees to apply the same GEI increase to the SBO agreement. This does not apply if the higher GEI in another unit’s agreement was granted in exchange for changes to its collective agreement language. This agreement applies only for the remaining bargaining units noted above that have not yet ratified a collective agreement under the current GEI mandate of 12.5% and expires after the conclusion of all contracts under this mandate.

IN WITNESS WHEREOF, the Parties have signed this December 19, 2025.

FOR THE EMPLOYER

Hon. René Lagacy
Hon. René Lagacy

Jennifer Johnson
Jennifer Johnson

FOR THE UNION

Chris Di Liberatore
Chris Di Liberatore