Collective Agreement between

New Brunswick Community College and the New Brunswick Union of Public and Private Employees

Group: Education (Instructional)

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THIS AGREEMENT made the 4th day of April, 2018.

BETWEEN:

New Brunswick Community College hereinafter FDOOHG WR WKH ³(PSOR\HU´SD

AND:

New Brunswick Union δ Public and Private (PSOR\HHV KHUHLQDIWHU FDOOH to the second part.

PREAMBLE:

It is the intention and purpose of the Parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement. It is the shared goal of the Parties to provide a-duightity education to the students of the New Brunswick Community College.

ARTICLE 1 ±RECOGNITION :

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit to which New Brunswick Certification Order Number **PG**1910 applies.

ARTICLE 2 ±APPLICATION OF AGREEMENT :

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

2.02 It is recognized by the pattithat this is the only Agreement in existence, or may be made by anyone excepting the parties hereto, covering the terms and conditions of employment, rates of pay, applicable to the employees in the unit

ARTICLE 3 ±PROVINCIAL SECURITY :

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

5.06'Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than a person not ordinarily required to work more than one th(rd/3) the number of hours stipulated as the normal workweek.

5.07 Employees who meet the requirements of employee und Putblic Service Labour Relations Actinate be subdivided into the following categories:

- (a) A "Regular" employee is one, which is intended effect employment where the employee is required on a continuing basis.
- (b) \$ 37HUP' HPSOR\HH LV RQH ZKLFK LV employment where the employee is required for a specified period of more than six continuous months.
- (c) \$ 3 & D V X D O (P SCasRal Basis" Roleans an Employee who is employed:
 - i) on a temporary basis to respond to a temporary increase in workload;
 - ii) on a temporary basis to replace an absent employee; or
 - iii) on a recurring seasonal basis who has not been so employed for a continuous perio of six (6) months.

The terms and conditions of employment for a ³ & D V X D O (PSOR\HH´DUH FRQWDL this collective agreement.

Theseemployees make either:

³ I X Ø/ D Pah émployee who normally works the full

workweek or

 3 S DibbeV $\pm an$ employee who normally works less than the full workweek.

³ 4 X D O L I L H G , Q V W U X F W R U ´ V K D O O P H D Q E required courses as identified by the Employer per Article 42.<u>An</u>. <u>employee will be considered a Qualified Instourcon the first day of the</u> <u>month after which it has been determined that the employee has completed</u> <u>all required courses as identified by the Employer per Article 42.01</u>. 5.09 ³ 7 U D L Q H H , Q V W U X F W R U ´ P H D Q V D Q H P S O R of "Qualified Instructor" as identified in Article <u>68</u>.

5.10 3 (PHUJHQF\ PHDQV D VXGGHQ JHQHUDOO of circumstances demanding immediate attention.

5.11 ³, PPHGLDWH) DPLO\´ LV GHILQHG DV WK mother, stepfathestepmother, son, daughter, stepson, stepdaughter, brother, sister, or other relatives living in the household of the employee. For clarification purposes spouse shall mean a husband or a wife. It shall also mean an individual who has beteestiding with the employee for period of QRW OHVV WKDQ RQH \HDU DQG KDV EHHQ S commonlaw partner.

ARTICLE 11 ±UNION NOTICES:

11.01 The Employer shall continue to make space able on the existing bulletin boards in the Campuses where the employees are employed, on which the Union may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the Employer's representative in charge of the building in which the board is located.

ARTICLE 12 ±COMMUNICATIONS :

12.01Except 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:

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

TO THE UNION:

President New Brunswick Union 217 Brunswick Street Fredericton, NB E3B 1G8

ARTICLE 13 ±PRINTING OF AGREEMENT :

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

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

13.03The Employer shall provide new employees a copy of this agreement upon commencement of employment. An employee may opt for a physical or electroniccopy of the agreement.

ARTICLE 14 ±DISPUTE RESOLUTION :

14.01Settlement Through Discussion

The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint the employee will be encouraged to discuss that en with the Supervisor, without prejudice to the employee or Employer, as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring

14.04 In determining the time in which any step under the foregoing proceedings is to be taken, Satur

employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

(a) its approval of the reference of the grievance to adjudication; and

(b) by willingness to represent the employee in the adjudication proceedings.

15.03 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege as may be determined appropriate to finally settle the issue between the Parties, any dignate retroactive effect to its decision.

15.04An Adjudicator 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 heas hereof.

ARTICLE 16 ±DISCIPLINE :

16.01 An employee may be disciplined by written reprimand, suspension with pay, suspension without pay or discharge. In disciplinary proceedings there shall be due regard for the privacy of the employee.

16.02 (a) No employee who has completed the probationary period shall be disciplined except for just cause.

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

(c) Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which the employee works during which time the employee shall continue to be paid. Unless the investigation results in disciplinary action no record of the incident will be placed in the HPSOR\HH¶V SHUVRQQHO ILOH

16.03 Where an employee is disciplined by suspension or discharge, the Employer shall, within ten (10) working days from the date of such

16.10 Where the employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 16.01 hereof, the employee shall be advised in advance in order that the employee may, at the HPSOR\HH¶V RSWLRQ DQG its, latvating to have a DUA for QDE representative attend the meeting.

ARTICLE 17 ±HOURS OF WORK/WORKLOAD :

17.01 (a) <u>An</u> employee's normal work day shall be seven and one quarter (7 1/4) hours scheduled between 8:00 a.m. $\underline{30}$, $\underline{50}$, Monday to Friday, and shall include teaching, instructing, the supervising of assignments and such preparation periods as may be reasonably required in the circumstances.

(b) Notwithstanding (a) above, the Employer shall have the ability to assign hours of work outside of the **mat** work day. In such circumstances the Employer will seek interested employees to assume the hours of work and in the absence of suitable interested employees the Employer will assign the hours of work by reverse seniority among those employees who posse the necessary skills, ability and qualifications. In situations where multiple employees are interested in the hours of work, the senior employee shall be given preference provided he posses set the necessary skills, ability and qualifications.

(c) The normal workday (7/4 hours) shall be scheduled within a nine (9) hour time frame unless mutually agreed to between the employee and the Manager.

17.02 Employees shall be available in the workplace as scheduled and approved by the Employee $X \in M + F W = W \times H = P \times H =$

17.03 The Employer agrees to make every effort possible, subject to operational requirements, to provide sufficient supply instructors so that employees will not be obliged to cover for other instructors.

17.04 D \$Q, QV<u>MvdutsXoFwtvrRath</u>@vorkload shall be outlined in writing not later than thirty (30) days prior to the commencetroethe term unless circumstances prevent the workload from being established to meet this time frame The assigned workload may be changed when operational requirements warrant so doing.

ARTICLE 18 ±INSTRUCTIONAL YEAR :

18.01The Instructional Year will consist of twelve months as set out by the employer. The Instructor will be **ags**ed functions of his classification for a maximum of ten (10) months.

ARTICLE 19 ±NON-INSTRUCTIONAL TIME :

19.01The noninstructional period is intended to allow the employee time off as vacation but it is also expected that this period is to be used by employee for the pursuit of professional development activities.

The primary responsibility for professional development rests with the employee. However, the employer recognizes the benefit of a well trained professional individual; and in support **df**is, commits to support this initiative.

19.02 (a)The noninstructional period for a qualified instructor will be forty three (43) working days, in addition to recognized holid<u>ans non reporting day</u>sprovided under Article 34.

Preference in noinstructional time shall be given to allow at least two (2) consecutive weeks of noinstructional time during the summer term. Where operational requirements permit, preference inimitanuctional time shall be given to allow at least four (4) consecutiveeks of non instructional time during the summer term.

Where operational requirements permit and where acceptable alternate related work periods can be scheduled, the employer shall approve requests from employees to use their **-inust**ructional time or broken basis.

19.02 (b) A "Qualified Instructor" shall be deemed to have continuous service during theorty-three (43) working days of on-instructional time provided the employee continues in the employment of the Employer immediately following the continu BDC BI1g/.a3-14T EMC /P <</MCID 29>

Compensation Benefits. Such credits will be limited to the **nwo** ths or the forty-three (43) working days that would have accrued for twelve (12) months of service as per alreaded

For the purpose of computing vacation entitlement, employees shall be given credits for days on which themployee is absent from wowhile receiving : RUNHU¶V & RPSHQVDWLRQ % HQHILWV 6XFK Y to the number of days that would have accrued for twelve (12) months of service as per article 3.02

19.04 Not later than three months prior to the commenceroactiteir non instructional period, "Qualified Instructors" may volunteer to perform duties for the Employer, such as:

(a) curriculum development or similar functions;

(b) supervise and carry out the maintenance of and/or installation of equipment in thereployee's area of

speciality;

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19.07 The prorated salary for employees performing the functions or engaging in the activities set out in Article 19.04 hereof shall be determined as follows:

20.03 The Employer shall grant an anniversary pay increment on the first day of the bi-weekly pay period that includes an employee's anniversary date provided he has not reached the maximum rate of pay for the position held

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- (a) Where an employee is directed to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days, the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.
- (b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one-half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when so assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.
- (c) Acting pay shall be five percent of the employee's substantive rate of pay or the minimum for the higher position, whichever is greater. An employee cannot be paid more than the maximum of the pay range for the position for which acting pay is being paid.
- (d) Where an employee is required to perform for a temporary period the duties of a lower-paid classification, the employee shall not lose any rights he may have to a merit increase.
- (e) A position shall not be filled by an employee in an acting capacity for a period in excess of six (6) months, except with the authorization of the Executive Director of Human Resources Development.

22.04 Shift Premium

Effective the signing date of this agreement, where a full-time employee's normal workday includes hours which fall <u>outside of the normal workday as</u> <u>defined in Article 17.01(a)</u>, he shall be compensated <u>one dollar (\$1.00)</u> per hour for each such hour.

22.05 Safety Boots and Glasses

(a) Effective date of signing, an employee required to wear safety boots or safety shoes shall be reimbursed by the Employer a maximum of one hundred <u>twenty-five</u> (\$125.00) per calendar year, or two hundred (\$200.00) over a period of two (2) consecutive calendar years, providing

proof of purchase of a pair of safety boots or shoes is produced by the employee.

(b) An employee required to wear safety prescription glasses shall be reimbursed by the Employer the actual cost of the lens and frames for one pair of such glasses up to a maximum of \$200.00 including professional fees in a two consecutive calendar year period less the amount paid by the Health Plan, if applicable. At the employee's request, the \$200.00 maximum may be doubled in any one four consecutive calendar year period, less the amount paid by the Health Plan if applicable.

22.06 Penalogical Allowance

Where employees are engaged in training in a Federal Maximum Security Prison, such employees shall be paid a penalogical allowance as follows:

(a) On a continual basis (daily contact teaching or supervising of inmates) \$1350/year.

(b) On an occasional basis (50% or more of instructors time) \$675/year.

22.07 Clinical Program Allowance

The Employer agrees to pay an allowance of forty dollars (\$40.00) per week to an Instructor for the period of time he is assigned and performs the supervision of a student's clinical <u>experience</u> in an institution or agency outside the community college system. The allowance shall only be paid if the Instructor is required to provide this supervision during a workweek that exceeds the normal workweek of thirty-six and one quarter (36 ¹/₄) hours.

<u>Clinical experience means the period of time an Instructor is required to</u> <u>supervise students at a schedule determined by the clinical host.</u>

ARTICLE 23 ± MEMBERSHIP DUES AND FEES:

23.01 Membership in organizations may be purchased on a "one per campus" basis when such membership will provide:

(a) material which will be of instructional value;

24.03 Notwithstanding Article 20, a part-time employee shall be eligible for a pay increment only after completion of the equivalent amount_of work normally worked by regular employees in an instructional year.

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

ARTICLE 25 ± POSTING OF VACANCIES:

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

25.02 The notice contained in Article .01 shall contain the following information:

- (a) description of the position;
- (b) location of the position;18
- (c) required qualifications; and
- (d) the wage rate or range.

Where operational requirements permit, term positions shall be filled through the competitive process.

25.03 Employees shall be selected for positions under this Article on the basis of their skills, ability and qualifications. Where skills, ability and qualifications are relatively equal among the applicants, the position shall be filled on the basis of seniority in the bargaining unit within the campus concerned.

ARTICLE 26 ± ANNIVERSARY DATE:

26.01 Anniversary dates for employees may remain unchanged; or at the discretion of the <u>Vice-President of Employee and Student Development</u>, the anniversary dates for employees may be changed to a common date.

ARTICLE 30 ± PROBATIONARY PERIOD:

30.01 An employee appointed on other than a casual basis shall be on probation from the date of his appointment for a period equivalent to the

a position, and for which he is competent and for which he has the necessary qualifications. Further, employees on recall shall be given preference for any employment on a casual basis for which he is competent and for which he has the necessary qualifications. An employee on recall shall respond to a recall notice within two (2) working days of receipt of such notice. A recalled employee shall return to work within two (2) weeks of notice of recall.

31.06 The unit of operation to which any preference based on seniority shall apply is the bargaining unit within each campus.

31.07 The recall provisions for a laid off term employee are contained in Article 32.02.

31.08 Where it is determined by the Employer to be in the best interest of efficient operations to i) <u>reduce capacity</u>, ii) <u>suspend or iii) discontinue a</u> <u>regular program</u>, the Employer will make every reasonable effort to give any <u>Regular employees affected</u>:

- (a) reassignment within the same campus to jobs for which he is competent and for which he has the necessary qualifications, or
- (b) short-term training of up to six (6) months, where this training would permit the employee to obtain the necessary qualifications to fill a vacant position, or
- (c) a four (4) month prior notice of layoff.
- (d) if the employee has not had the opportunity to work the scheduled workdays during the four (4) month term of notice, he shall be paid in lieu thereof for such days.

For the purposes of this article a "regular program" is any program that is grant funded and is listed on the Training Plan as part of the Annual Business Plan.

31.09 All employees in the bargaining unit subject to layoff in scenarios other than covered under article 31.08 shall be entitled to thirty (30) calendar days' notice.

 $31.\underline{10}$ Where an employee is rehired within twelve months after being laid off:

- (a) employment in the position held at the time he was laid off and employment in the position to which the employee is appointed constitutes continuous employment; and
- (b) the intervening time during which the employee was not employed by the Employer is not included for the purpose of calculating accruable benefits under this Agreement.

 $31.1\underline{1}$ During their 12 month recall period, employees recalled on a term or casual basis would have the unused portion of their recall period applied following this period of employment. While so employed, they will be afforded all benefits of the collective agreement.

<u>31.12 For the purposes of determining layoff notice under Article 31, Non-Instructional Time shall not be considered to constitute notice.</u>

ARTICLE 32 ± TERMINATION OF EMPLOYMENT:

32.01 The employment of a term employee will be terminated at the end of his term or at the end of his accumulated non-instructional time at the written request of the employee. Such a request must be submitted at least one month prior to the end of the term of employment.

32.02 A terminated or laid off term employee will be given preference, based upon seniority, for employment on a term or casual basis provided:

- Such employee has been employed for a minimum of thirty (30) consecutive weeks for each of two (2) consecutive years and did not resign or was not discharged for cause;
- ii) Less than twelve (12) months have elapsed since the end of the employment referred to in (i) above;
- iii) Such employee has kept the Employer informed of any change of address;
- iv) Such employee is competent and has the necessary qualifications;
- v) If such employee refuses an offer of employment <u>seven</u>
 (7) weeks or more, he will have no further entitlement to the benefits of this Article.

The unit of operation to which any preference based on seniority shall apply is the bargaining unit within each campus.

33.03 The provisions of Article

Boxing Day or New Year's Day. However, additional time shall be granted for the balance of his students' Christmas-New Year's break.

34.03 Where a holiday occurs on an employee's regular day off, that employee shall be granted another day off in lieu of that holiday.

34.04 Where a holiday falls on or is observed on a regular working day during an employee's vacation, he shall be granted an additional day's vacation in lieu thereof.

34.05 No Qualified Instructor shall be required to report for duty during his students' scheduled Spring Study Break. There shall be no loss of pay or benefits in respect of such break. Where appropriate, the Employer will attempt to not schedule classes during the period known as Spring Study Break, however if for operational reasons classes are scheduled during that period, the five non-reporting days in respect of Spring Study Break shall be rescheduled to days that are mutually acceptable to the Qualified Instructor and his supervisor.

ARTICLE 35 ± SICK LEAVE:

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

35.02

(a)

her attending physician, the employee upon submission of a medical certificate, if requested by the Employer, may instead use accumulated sick leave credits until the date of commencement of her requested maternity leave.

36.06 An employee shall not be eligible for sick leave during the seventeen (17) consecutive week maternity leave period.

36.07 During the period of maternity leave of up to seventeen (17) weeks only, specified in Article 36.02 hereof:

- (a) an employee continues to earn seniority and continuous service credits;
- (b) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans; (17)

regular rate of pay for each week of the two (2) waiting period less any other monies earned during this period; and

(b) payments equal to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy

39.01 One-half $(\frac{1}{2})$ day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travel time if necessary. Total leave is not to exceed one (1) day without loss of pay.

ARTICLE 40 ± COURT LEAVE:

40.01

Educational Leave is to be for a period of one year or less, a one year period of service to the department or agency following completion of the Educational Leave. Where the Educational leave is for a period of more than one year the period of service shall not exceed a period equal to the leave.

41.05 If an employee who has received Educational Leave fails to complete his service obligation, he shall pay to the <u>Employer</u> an amount which bears the same ratio to the cost to the <u>Employer</u> of his training as the uncompleted obligation bears to his total obligation under Article 41.04.

41.06 Where leave of absence to take courses or training that requires an

EXAMINATION LEAVE

41.25 If the Employer requires or approves an employee request to write an examination for or attend a competition to assess the qualifications of the employee, the employee shall not suffer any loss of pay or break in service for the time absent from the job and may be reimbursed travel, meals and lodging in accordance with the Travel Policy.

ARTICLE 42 ±INSTRUCTIONAL DEVELOPMENT PROGRAM:

42.01 The Employer agrees to assess the qualifications of all new employees and identify the number and types of mandatory courses required for employees to attain the "Qualified Instructor" status.

42.02 An employee who is assigned to attend the Instructor development program will receive the <u>training without tuition cost to the individual</u>. Any required travel shall be compensated as per Article 49.01.

42.03 Where an employee determines that one or more of the courses as set out in Article 42.01 hereof may be taken at a recognized place of learning other than as specified by the Employer, he may take such course or courses subject to prior written approval of the Employer. Where such courses are taken the Employer will pay tuition fees and required textbooks.

42.04

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

43.03 At the written request of the Union with at least two (2) weeks advance notice, the Employer shall, subject to operational requirements, grant leave of absence without loss of seniority, to employees designated by the Union for the purpose of attending Union Meetings and Conventions.

43.04 An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of up to two (2) years. Such leave may be extended for a further period of up to two (2) years or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject to the following conditions:

- (a) At least sixty (60) calendar days' notice of intention to return to work shall be given to the Employer.
- (b) The employee shall be returned to their previously held position subject to Article 31 (Layoff and Recall).
- (c) The Employer will pay any period of orientation required and the Union will reimburse the Employer.
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay that of the Employer.
- (e) The employee's seniority shall continue to accrue.
- (f) The employee maintains but does not accrue sick leave, vacation leave or non-instructional time benefits.

This Article is not intended to provide greater privileges or benefits than those which would have been enjoyed had the employee not been so elected or selected.

ARTICLE 44 ± HEALTH AND SAFETY:

44.01 Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature. The safety equipment and apparel so provided shall not be removed from the Campus premises without the permission of the Employer.

44.02 Subject to Article 44.01, the Employer shall make available all safety equipment and apparel that is necessary to meet the requirements and comply with the *Occupational Health and Safety Act* where recommended.

44.03 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

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 ± HEALTH, DENTAL AND GROUP LIFE INSURANCE PLANS:

45.01 Health and Dental Plans

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

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

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

(d) A qualified instructor in a term position of less than 10 months duration who normally participates in the Employer's group insurance plans may at

his written request continue contributions, including those of the Employer, to such group insurance plans at the end of his accumulated non-instructional time if he is placed on leave without pay and if permissible under the relevant plan. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

45.02 Group Life Insurance Plans

(a) The Employer shall cooperate with the Union to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Union for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at time of signing this collective agreement.

45.03 Any consideration of changing from the existing Plans identified in-2(u)6(ct

47.01 All benefits provided by the *Public Service Superannuation Act* shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act.

48.02 PAYOUT OF RETIREMENT ALLOWANCE

(a) Any employee with a continuous service date falling before July 31, 2020 and who therefore remains eligible for a retirement allowance may select one of the following two years of continuous service as of July 31, 2020, and who has not advised the Employer of a selection, will be deemed to have selected immediate payment.

- (f) Notwithstanding that the retirement allowance will be discontinued effective July 31, 2020, an employee with a continuous service date falling before July 31, 2020 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the collective agreement and the date of expiry, as follows:
 - (i) The employee will notify the Employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance;
 - (ii) The single lump sum payment will be based on the HPSORHH♥ IXOO HDUV DQG SDUWLDO HDUV RI FRQWI service and rate of pay on the effective date the employee has selected;
 - (iii) <u>An employee who selects an early lump sum payment</u> will not be eligible for any further retirement allowance payment at their retirement.

(g)

(c) <u>The lay-off allowance provisions shall also apply to term</u> <u>employees having continuous service of five (5) years or more</u> <u>and who have been terminated.</u>

Where an employee is laid off, the lay-off allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be.

48.04 For the purposes of Article 48 "continuous service" means employment in the Public Service as specified in the First Schedule of the Public Service Labour Relations Act, provided there has been no break in service in excess of forty-five (45) working days. For term employees, successive term contracts shall constitute "continuous service" for the purpose of Article 48, provided there has not been a break in service in excess of four (4) months.

ARTICLE 49 ± TRAVEL REGULATIONS:

49.01 The Travel Regulations in force and as amended from time to time shall apply to the employees in the bargaining unit.

49.02 Where an employee is required to travel from his base work location to another work location(s) within Canada or the State of Maine for the purpose of instructing, and where such travel time occurs outside the # o loyea 's nor H q work da o as **7L6f1(a)**] theartingholyee shall be entitled to receive straight time off in lieu. An employee may, at his discretion, choose pay at straight time in respect of such hours rather than time off. Any balance owing, be it time off or pay, will be paid in the form of pay at straight time to the employee on <u>April</u> 1st.

ARTICLE 50 ± TRANSFER OF BENEFITS:

50.01 Upon appointment from another Part of the Public Service, or another Employer within Part IV of the Public Service, providing no break in service of more than 45 days has occurred, an employee is entitled to,

(a) transfer unused sick leave credits up to a maximum of 240 days credit;

(b) transfer unused vacation leave and/or non-instructional time credits, up to his maximum annual entitlement or to take cash in lieu, at the employee's option;

(c) include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;

(d) transfer his accumulated pension credits to any other pension plan that is applicable according to the terms of the reciprocal agreement in effect.

ARTICLE 51 ± EMPLOYER-EMPLOYEE RELATIONS COMMITTEE:

51.01 A Provincial Labour Management Committee made up of representatives for each party shall meet at the request of either party during the administration of the collective agreement. Every reasonable effort will be made to ensure continuity of team membership during the life of the current collective agreement. The committee shall deal with matters of interpretation of the collective agreement and other matters of mutual concern. This committee does not have the power to add to, change or modify this collective agreement. The committee shall be constituted within thirty (30) days of signing of the collective agreement.

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

51.03 A meeting of the Committee shall be convened by the parties within ten (10) working days of the date that either party receives an agenda from the other that any matter as outlined under Article 51.01 needs to be referred to joint discussion, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the ten (10) working days or make such other arrangements as is acceptable to the party that issued the notice.

ARTICLE 52 ± TECHNOLOGICAL CHANGE:

52.01 Technological change means a change in the Employer's operation directly related to the introduction of equipment or material which will result

in a change in the employment status of employees or which substantially changes the duties performed by employees.

- 52.02 (a) Where technological change is to be implemented, the Employer will, as much as possible, seek ways and means to minimize adverse effects on employees which might result from such changes.
 - (b) When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the bargaining unit the Employer agrees to notify the Union at least four (4) months prior to the date the change is to be implemented. During this period, the parties will meet to discuss steps to be taken to assist employees who could be affected. The written notice will provide the following information:
 - (i) the approximate number, classification, and location of employees likely to be affected by the change; and
 - (ii) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

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

52.04 If, after a reasonable period of training, the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to give preference to the affected employee in such position as may be available in the campus_for which he/she has the necessary competence and qualifications. Should technological change result in layoff of an employee, the affected employee will be laid off in accordance with the layoff provisions of this agreement.

ARTICLE 53 -RETROACTIVITY:

53.01 Unless otherwise stated in the agreement, all new wages are retroactive to May 1, 201<u>5</u>.

53.02

SCHEDULE A

6	5	4	Step	
2058	197	1905	Nov 1/14	
8 2069	9 1989	5 1915	01-May-18	0.50%
2079	1999	-	01-Nov-15	0.50%
9 2089	9 2009	14 1934	01-May-	% 0.50%
89	99	34	6 01	38
2100	2019	1944	16 01-Nov-16 01-1	0.50%
2110	2029	1953	Vay-17	0.50%
2121	2039	1963	01-Nov-17	0.50%
2131	2050	1973	01-May-18	0.50%
2142	2060	1983	01-Nov-18	0.50%
2153	2070	1993	01-May-19	0.50%
2164	2080	2003	01-Nov-19	0.50%
2169	2086	2008	01-May-20 31-Jul-20	0.25%
	2138	2058	31-Jul-20	2.50%

Effective the date of signing of this Memorandum of Agreement, a Previously Excluded Casual Employee shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of Previously Excluded Casual Employees and shall make this list available to the Union during January of each year.

Offer of Employment:

Subject to the availability of work, a Previously Excluded Casual Employee will be offered casual work provided he has been employed for a minimum of a full term within the past twelve (12) months and has performed such work satisfactorily. Where the Employer determines that more than one Previously Excluded Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference.

Once a work assignment has commenced, a Previously Excluded Casual Employee may not be replaced by another Previously Excluded Casual Employee with(d)-5(ed)-7()-231(C)4(a-160(P)-71.23c14()-1n95n Tm[(d)-53)-5()-2

(b) Previously Excluded Casual Employees who have eight or more 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.

LETTER OF INTENT

Between

New Brunswick Union of Public and Private Employees, NBCC Education (Instructional) Component, (the "Union")

And New Brunswick Community College (the "Employer")

Re: Joint Working Group

The Parties agree to establish a Joint Working Group for the purpose of investigating and offering recommendations of what constitutes a reasonable workload in relation to the relevant factors as outlined in Article 17.07.

Within ninety (90) days of the signing of the new collective agreement, each Party will name three (3) representatives to sit on the Joint Working Group.

The Employer will maintain the salary and benefits of the Union members of the Joint Working Group, who are NBCC employees, and invoice the Union for reimbursement. The Union will also be responsible for the travel and any accommodation expenses incurred by Union members of the Joint Working Group.

Leigh Sprague For the Union

April 24, 2018

Amy Gough Farnworth For the Employer

April 24, 2018

LETTER OF UNDERSTANDING +BUSINESS DEVELOPMENT

Between New Brunswick Union of Public and Private Employees, <u>NBCC Education (Instructional) Component, (the</u> <u>38QLRQ</u>

And

LETTER OF INTENT ±ARTICLE 36 MATERNITY/PATERNITY/CHILD CARE/ADOPTION LEAVE

Between New Brunswick Union of Public and Private Employees, NBCC Education (Instructional) Component, (the <u>38QLRQ</u>´

And <u>1HZ %UXQVZLFN & RPPXQLW\</u> & ROOH.

WHEREAS the Union and the Employer are parties to a collective agreement, expirJuly 31, 2020;

And WHEREAS the Federal Government has recently announced its intent to make modifications to Maternity and Parental Employment Insurance benefits;

The Union and the Employer AGREE that if said modifications are enacted

