

AGREEMENT

BETWEEN

THE NEW BRUNSWICK COMMUNITY COLLEGE

AND

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ARTICLE 50 - RETROACTIVITY

ARTICLE 51 DURATION AND TERMINATION

SCHEDULE A - WAGES

APPENDIX A CASUAL EMPLOYEES

LETTER OF AGREEMENT RESPONSIBILITY ALLOWANCE

THIS AGR

- (b) A "Seasonal Employee" is an employee normally employed for more than six months on a recurring basis.
- (c) continuous months, with a specific start and end date.
- (d) al Basis" means an employee who is employed less than six (6) months:
 - i) on a temporary basis to respond to a temporary increase in workload;
 - ii) on a temporary basis to replace an absent employee.
 The term _____ is contained in Appendix A of this collective agreement.

These employees may be either:

- an employee who normally works the full workweek as set out in article 18.02 or
- an employee who normally works less than the full workweek as set out in article 18.02.

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

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

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

ARTICLE 6 - MANAGEMENT RIGHTS:

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

6.02 Electronic monitoring or surveillance equipment may be installed by the Employer to protect the _____ y and to enhance the personal safety of employees and students. The Employer agrees to notify the Union and post notices in all campuses in which the Employer has installed electronic monitoring or surveillance equipment. Such equipment shall not be used by the Employer to conduct day-to-day supervision of employees. However, the parties agree that the Employer has the right to use information obtained from electronic monitoring or surveillance equipment for the purposes of investigating specific incidents which may lead to discipline.

ARTICLE 8 - STRIKES AND LOCKOUTS:

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

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

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

ARTICLE 9 CHECK OFF OF UNION DUES:

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

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

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

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

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

ARTICLE 12 COMMUNICATIONS:

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

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

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

General **Correspondence:** Recording Secretary of the Local

ARTICLE 13 - PRINTING OF AGREEMENT:

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

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

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

ARTICLE 14 - SETTLEMENT THROUGH DISCUSSION:

14.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, they will be encouraged to discuss the matter with their supervisor as soon as possible.

15.03 Where an employee feels aggrieved by the interpretation or

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 t

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

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

17.11 Where the employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 17.09, the employee shall be given the opportunity to be accompanied by a representative of the Union.

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

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

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

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

19.06 Where the Employer **requires** overtime work, **such overtime shall be offered** to members of the Union. **Required overtime shall be offered by the Employer** as equitably as possible among qualified employees in the appropriate classification, **at first instance, to those Employees who have submitted a written request by March 31st each year to the Supervisor to be considered for overtime assignment.** **However, where all Employees who have requested overtime assignment annually decline or where no Employees make such a request, the Employer shall assign required overtime to Employees by reverse seniority among qualified Employees in the appropriate classification for the overtime requirement.**

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

19.08 There shall be no reduction in regular hours of work due to the amount of overtime hours worked.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES:

20.01 The wages for employees shall be in accordance with the rates and effective dates set out in the attached

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

- (i) disciplinary action, or
- (ii) at the employee's written request

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

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

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

ARTICLE 22 PREMIUM PAY:

22.01 Acting Pay

- (a) Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of three (3) consecutive working days. Such pay is to be retroactive to the first day of assignment.
- (b) Where a position is temporarily vacant for a period of three (3) consecutive working days, the Employer shall not assign more than one employee for the sole purpose of avoiding payment of temporary assignment pay.
- (c) Eligible employees shall be paid that step on the pay scale of the higher classification which will allow a minimum increase of five per cent (5%).
- (d) An employee required to fill temporarily a classification for which is paid a lower rate than that

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

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

22.04 An employee who is called in to work after they have terminated their shift and left their place of work shall be paid at one and one-half (1 ½) times their regular hourly rate for the time worked, but in any event they shall be guaranteed a minimum of four (4) hours pay at one and one-

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

This article will not apply to regularly scheduled overtime.

22.05 An employee required to wear safety boots or safety shoes shall be reimbursed by the employer for the maximum of \$250.00 in each fiscal year (April 1 to March 31) or \$500.00 over a two (2) consecutive fiscal year period, provided proof of purchase of a pair of safety boots or safety shoes is produced to the employer. An employee qualifying for this benefit is limited to one claim of \$250.00 per fiscal year or one claim of \$500.00 over a two (2) consecutive fiscal year period.

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

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

22.08

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

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

23.03 An employee who is promoted or transferred to another classification shall be on trial for a period of two (2) months. If during such trial period the employee or Employer decides that the employee is unable to perform the duties of the new classification, the employee shall revert to his former classification and work unit without loss of seniority. **However, any employee who has performed the work of the new classification for a period of two (2) consecutive months within the previous twelve (12) month period shall have an opportunity to waive the trial period.**

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

23.05 All employees who apply for competition shall be notified by letter of the results of the competition. A copy of the letter sent to the successful applicant shall be forwarded to the Union **as per Article 12, within thirty (30) days of the completion of the competition.**

ARTICLE 24 - POSITION CLASSIFICATION:

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

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

24.03 An employee who feels that their position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification as per NBCC Policy 4114.

ARTICLE 25 SENIORITY:

25.01 Applicable seniority shall accumulate based upon all scheduled regular hours worked by the employee (excluding premium hours, as per Articles 19, 22 or Letter of Agreement) or hours related to Employer-paid approved leave(s), as set out in the collective agreement, and shall not exceed two thousand and eighty hours (2080) per year.

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

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

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

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

- (a) they quit and are absent for more than one complete scheduled work day after taking this action;
- (b) they are laid off or on inactive status in excess of twelve (12) months;
- (c)

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

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

(b) In the event of a reduction of hours, the affected junior employee within the classification at the campus where the reduction in hours occurred shall have the right to accept the reduced hours or be considered laid off for the purposes of Articles 28.05, 28.06, 28.07, 28.08, 28.09 and 28.10.

28.04 Where the Employer intends to lay off an employee, the employee and the Union shall be given not less than ten (10) working days' notice of such layoff by personal service

29.03 The vacation leave credit shall be:

- (i) for employees with five (5) or less consecutive years of employment shall be one and one-quarter ($1 \frac{1}{4}$) days per calendar month;
- (ii) for employees with more than five (5) years and less than eight (8) years of consecutive service shall be one and one-half ($1 \frac{1}{2}$) days per calendar month;
- (iii) for employees with more than eight (8) years and less than twelve (12) years of consecutive service shall be one and two-thirds ($1 \frac{2}{3}$) days per calendar month;
- (iv) for employees with more than twelve (12) years and less than sixteen (16) years of consecutive service shall be one and five sixths ($1 \frac{5}{6}$) days per calendar month;
- (v) for employees with more than sixteen (16) years and less than twenty (20) years of consecutive service shall be two (2) days per calendar month;
- (vi) for employees with more than twenty (20) years consecutive service shall be two and one twelfth ($2 \frac{1}{12}$) days per calendar month.

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

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

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

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

29.07 The Employer shall determine the number of employees who may be on vacation during any given period. Employees shall indicate their vacation preference prior to March 31st in each year. Vacation schedules shall be prepared with preference given to the employee(s) with the most seniority within each classification. The vacation schedules shall be confirmed by the Employer by May 1st in each year. **No vacation request shall be unreasonable denied.**

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

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

- (a) being compensated for the hours worked at th
to 30.01(a); or

sought and if a Certificate is not produced after such request, the time absent from work will be deducted from the employee's wages.

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

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

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

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

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

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

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

32.01 An employee who is eligible for maternity and/or childcare leave benefits may apply for and receive the duration of applicable leave of absence from work, pursuant to the provisions of the New Brunswick Employment Standards Act, as amended from time

receiving immediately prior to their departure and the return to work shall be to the location to which the employee reported immediately prior to the leave.

32.06 Supplementary Unemployment Benefit - iority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the **Canada** *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance **by the Employer** in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks

32.15 During an approved period of maternity leave as specified in 32.01:

(a) an emplo

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ARTICLE 39 HEALTH AND DENTAL PLANS:

39.01 Health and Dental Plans

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

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

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

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

46.05 If an employee's position is rendered redundant as a result of technological change, the Employer will make every reasonable

49.02 Notwithstanding Article 30, payment of the **twelve (12)** holidays specified in 30.01(a) shall be pro-rated according to the number of hours worked.

49.03 Notwithstanding Article 20.02, 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.

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

49.05 Regular hours of work for part-time employees shall be to a maximum of eight (8) hours per day. Subject to 19.07, all hours worked in excess of eight (8) hours per day shall be considered overtime.

ARTICLE 50 RETROACTIVITY:

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

(b) The following employees shall also receive retroactive pay on a prorated basis; employees who died or retired after December 15, **2019**; employees who were laid off prior to the date of signing of this Agreement; and employees who were on approved leave of absence on the date of signing.

(c) Employees who were

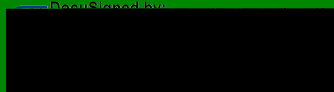
51.02 Where a notice is given during negotiations for a new Agreement,

IN WITNESS WHEREOF the parties have signed this 23rd day of February, 2022.

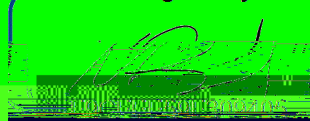
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SCHEDULE A

Classification	Current	16-Dec-19	Adjust	16-Dec-20	Adjust	16-Dec-21	Adjust	
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APPENDIX A

Re: Terms and Conditions of Employment for Casuals Employed for a period of less than Six (6) continuous months (Casual employees)

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 establ

Article 34 Bereavement Leave is not applicable unless the casual employee has been or will be employed for a period of three (3) continuous months or more

Article 35 Pallbearer

Article 39 Health and Dental Plans

Article 41 Retirement and Pension Plan

Article 42 Retirement Allowance

Article 44 Transfer of Benefits

Article 46- Technological Change

Article 47 Job Security

Article 48 Uniforms

Article 49 Part-Time Employees

Article 50- Retroactivity

