



Teachers: Secondment and Leave Without Pay

The purpose of this table is to show which terms and conditions would apply if Departments (Part I EECD only) or School Districts (Part II) want to hire a Teacher on a Secondment or Leave Without Pay basis (via a Letter of Agreement (LOA)).

A **Secondment** would be used when the GNB Employer (Part I (EECD only) and Part II) wants to hire a Teacher with the provisions noted below; however, if the GNB Employer would prefer to hire a Teacher on a temporary basis and the provisions of the Secondment are not suited for their situation, they would have the option of hiring a Teacher under the provisions of **Leave Without Pay (LWOP)**. These LWOP provisions could also be used as a guide for a Teacher that is looking for employment outside of GNB (e.g. private sector) with respect to what they should reasonably expect in a contract.

The most significant differences between these two types of LOAs is that under the Secondment LOA, teachers:

1. keep their benefits (pension, retirement allowance and others including mat. leave and deferred salary leave);
2. keep paying union dues; and
3. keep NBTF representation in the event of a grievance (see Grievance section on p. 4).

Acronyms:








- MNU = Management and Non-Union Human Resource Policies
- LWOP = Leave Without Pay
- CA = NBTF Collective Agreement
- LOA = Letter of Agreement




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Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
Effective Date Back to top	Secondments and LWOP have a maximum of three (3) years. A secondment can be extended as a leave without pay for a maximum period of two (2) years.	LOA will terminate at the end of August	As per LOA with employer	As per agreement with employer
Conditions of Employment Back to top	<p>In the event of a secondment, conditions of employment will be in accordance with the CA or as specified in the Secondment LOA.</p> <p>In the event of a LWOP, conditions of employment will be in accordance with the MNU or the other employer's conditions of employment.</p>	CA or Secondment LOA	MNU	Other Employer
Compensation Back to top	Compensation will be determined between the parties (employee and employer) within the range of the classification they are seconded to.	YES 	YES 	YES 
Summer Pay or Residual Pay Back to top	In the event of a secondment , the teacher will be compensated on a biweekly basis in accordance with Article 27 of the CA.	YES 	N/A	N/A
Hours of Work Back to top	The hours and days worked will be determined between the parties in accordance with operational requirements.	YES 	YES 	YES 
Vacation Back to top	In the event of a secondment , vacation will be determined between the parties. The Employee working more than 195 days will accumulate vacation entitlements in accordance with MNU during the LOA period, at the rate of (1.25, 1.66, 2.08) days per month worked. If the LOA is not renewed, any unused vacation credits will be paid out by the temporary employer to the Employee at the end of the LOA period.	To be determined between employee and employer (based on years of service) or *CA	MNU	Other Employer













Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
(Cont'd - Vacation) Back to top	<p><i>*Seconded teachers working 195 days are not entitled to vacation.</i></p> <p>In the event of a LWOP, the Employee will accumulate vacation entitlements in accordance with the MNU during the LOA period, at the rate of (1.25, 1.66, 2.08) days per month worked or as per the other employer's plan. If the LOA is not renewed, any unused vacation credits will be paid out by the temporary employer to the Employee at the end of the LOA period.</p>	To be determined between employee and employer (based on years of service) or *CA	MNU	Other Employer
Sick Leave Back to top	<p>In the event of a secondment, the teacher will accumulate sick leave credits in accordance with Article 31 of the CA up to a maximum of 15 days per year. On return to their regular position, the Employee will transfer accumulated sick leave up to a maximum balance of 195 days at the district.</p> <p>In the event of a LWOP, the Employee will accumulate sick leave credits in accordance with the Management and Non-Union Human Resource Policies at the rate of 1.25 days per month worked to a maximum accumulation of 240 days (including days accumulated at the district). On return to their regular position, the Employee will transfer accumulated sick leave up to a maximum balance of 195 days at the district or the other employer's conditions of employment.</p>	CA, Article 31	MNU	Other Employer
Leave Submission Back to top	The Employee will submit leave requests to the employee supervisor who will be responsible for notifying the regular employer. The GNB Employer will ensure that leaves are properly recorded and tracked.	YES 	YES 	NO 








Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
<p>Group Insurance/Benefits</p> <p>Back to top</p>	<p>In the event of a secondment, the teacher will continue to receive all entitled benefits as per the NBTF Group Insurance Plan (Basic Life, Basic Accidental Death and Dismemberment, Health, Travel, Prescription Drugs and Dental Insurance) if applicable. The participant may also continue to participate in the long-term disability plan (if applicable).</p> <p><i>*If the secondment becomes a leave without pay (for a max. period of 2 years), the teacher will be entitled to the same Group Insurance/Benefits.</i></p> <hr/> <p>In the event of a LWOP, the employee may:</p> <ol style="list-style-type: none"> 1. Obtain an associate membership with the New Brunswick Teachers' Association and be enrolled in all entitled benefits of the NBTF Group Insurance Plan (Basic Life, Basic Accidental Death and Dismemberment, Health, Travel, Prescription Drugs and Dental Insurance) if applicable. <u>Exception:</u> Associate membership Plan participants are not entitled to Long-Term Disability coverage; or 2. participate in the PNB Employer's Plan (Basic Life, Basic Accidental Death and Dismemberment, Health, Travel, Prescription Drugs, Dental Insurance, except for Long-Term Disability). Participants are subject to PNB's plan provisions and eligibility requirements. 	<p>YES</p> 	<p>MNU or Associate Member</p>	<p>Other Employer</p>













Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
(Cont'd - Group Insurance/Benefits) Back to top	<p><i>Notes:</i></p> <ul style="list-style-type: none"> Individuals who are hired in a regular position working at least 33 1/3% of regular full-time hours will be required to participate in the Basic Life with matching AD&D plan (1x annual salary, mandatory coverage) Individuals accepting a permanent position within GNB will be required to participate in the Long Term Disability (LTD) plan (mandatory coverage); or <p>3. the other employer's conditions of employment.</p>	YES 	MNU or Associate Member	Other Employer
Pension Back to top	<p>In the event of a secondment, the teacher will maintain their participation in the NB Teachers' Pension Plan (NBTPP) for the period of the LOA and pension contributions will be deducted over 10 months.</p> <p>In the event of a LWOP, contributions to a pension plan will depend on the eligibility of the position.</p>	NBTPP	NBTPP or Employer's Plan	NBTPP or Other Employer
Performance Back to top	<p>In the event there is an issue with the employee's performance, the temporary employer can terminate in accordance to the LOA or choose performance management. If the temporary Employer chooses performance management, it is understood that all documents related to the evaluation of the teacher in his/her new role will not be placed in the teacher's personal file.</p>	District Policy	Employer Policy	Other Employer



Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
Travel Expenses <i>Back to top</i>	Business-related travel expenses will be paid to the Employee by the temporary employee in accordance with the “Travel Policy” or the other employer’s conditions of employment.	Policy AD 2801 (as per CA)	As per AD 2801	Other Employer
Union Dues <i>Back to top</i>	In the event of a secondment , the teacher will continue to pay union dues (over 10 months) and receive representation by the NBTF for the duration of the LOA. Collection of Dues under Art. 8 of the CA.	YES 	NO 	NO 
Grievance <i>Back to top</i>	In the event of a secondment , a teacher has access to the grievance process as outlined in the CA for return to position, disciplinary measures and or violation of the Secondment LOA.	YES 	NO 	NO 
Seniority <i>Back to top</i>	<p>In the event of a secondment, the teacher continues to accumulate experience and seniority as per Article 52 and 53 of the CA.</p> <p>In the event of a LWOP, the Employee shall not accumulate seniority in the bargaining unit of her/his regular position during the LOA but shall retain all accumulated seniority on returning to the regular position following this LOA. Experience will be calculated in accordance with Article 52 of CA (based on the eligibility of the position).</p>	YES 	NO <i>Possibly Article 52</i> 	NO 
Retirement Allowance (RA) <i>Back to top</i>	<p>In the event of a secondment, years are recognized for calculation of RA (as per Art. 40 of the CA).</p> <p>In the event of a LWOP, the employee is not subject to Article 40 of the CA during the length of the temporary assignment i.e. these years of service will not be calculated in the RA.</p>	YES 	NO <i>(to accumulation)</i> 	NO <i>(to accumulation)</i> 

Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
Deferred Salary Leave Back to top	<p>In the event of a secondment, the employee who is already enrolled in Deferred Salary Leaves can continue to participate in the plan.</p> <p>In the event of a LWOP, the employee who is already enrolled in Deferred Salary Leaves cannot continue to participate in the plan.</p>	YES 	MNU	N/A
Maternity, Paternity, Parental and Adoption Leaves Back to top	<p>In the event of a secondment, the teacher is entitled to the benefits under Article 33 (A) and (B).</p> <p>In the event of a LWOP, the eligibility is determined by the employer. GNB Employer's benefit plan would apply or other employer's benefit plan.</p>	YES 	MNU	Other Employer
Workers' Compensation Back to top	<p>In the event of a secondment, the teacher is entitled to the benefits under Article 39.</p> <p>In the event of a LWOP, the Employer's disability benefit plan would apply.</p>	Yes 	MNU	Other Employer
Office Closure Back to top	<p>In the event of a secondment to a <u>Part I</u> Department, Policy AD-2252 applies. Art.16 of CA does not apply.</p> <p>In the event of a secondment to a <u>Part II</u> District, district policy applies. Art.16 of CA does not apply.</p> <p>In the event of a LWOP, the Employer's policy applies.</p>	YES 	MNU <i>Part I : AD-2252</i> <i>Part II : District policy</i>	Other Employer
Preparation Period Back to top	Article 19 of CA does not apply.	YES 	YES 	YES 

Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
Return to Position Back to top	<p>On returning to his/her School District, the Employee will be entitled to the same position he/she occupied prior to the LOA. If this position no longer exists, the Employee will be entitled to an equivalent position. This section is not intended to provide greater privileges or benefits than those which would have been enjoyed had the teacher not been provided the LOA.</p> <p>The school district will return the seconded teacher in the following manner:</p> <ul style="list-style-type: none"> • first 2 years, returned to current school; and • 3rd year or more, returned to Education Center. 	YES 	YES 	YES 
Cancellation of Contract Back to top	<p>Where the temporary employer of the Employee wishes to end the LOA prior to the expected end date, it will provide the affected parties a minimum of thirty (30) calendar days' notice in advance of the end date. In such a case, the department will continue to pay the salary of the temporary employee until the end of the LOA period or until August 31, whichever is earlier. The employee will return to a position in their school district as per the "Return to Position" clause.</p>	YES 	N/A	N/A
Expensing of Salary and Benefits Back to top	<p>The District's accounting services will continue to pay the salary. The Department will reimburse District for all costs associated with salary and benefits during the period of the LOA. The financial services of the francophone/anglophone districts of the Department will make a journal entry to transfer the expenses of temporary work from the District to the Department.</p>	YES 	NO 	NO 

Section of Terms and Conditions	DESCRIPTION	Secondment <i>GNB Employer</i>	LWOP <i>GNB Employer</i>	LWOP <i>Other Employer</i>
(Cont'd – Expensing of Salary and Benefits) Back to top	If the Department terminates the LOA before the above date, the Department will assume full responsibility for salary and benefits until the end of the LOA period or until August 31, whichever is earlier.	YES 	NO 	NO 

Notes:

- Some benefits' eligibility depends on “teacher designated position” such as Pension (NBTPP);
- If the School District and the employee would like to enter into an agreement with an Employer outside of Part II or EECD, the NBTF must be copied on the agreement prior to its signing;
- Teachers already on Secondment or LWOP will begin at 0 years as of September 1, 2023.

