



APPENDIX A

REASSIGNMENT AND SECONDMENT OF TEACHERS TO SCHOOL DISTRICTS OR WITHIN THE GOVERNMENT OF NEW BRUNSWICK

A **Reassignment** is defined as a temporary assignment of a teacher within their school district in a position requiring a certified teacher

A **Secondment** is defined as a temporary assignment of a teacher within their school district or the Government of New Brunswick to a Management non-Union position requiring a certified teacher.

It is understood that article 35.02 of the NBTF Collective Agreement will apply for any opportunities outside of government and if approved, the teacher will be considered on a leave without pay and subject to the working conditions of the new employer (Appendix A does not apply).

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	Reassignment	Secondment to MNU position within GNB
<p>Effective Date</p> <p>Back to top</p>	<p>A reassignment or a secondment should be up to two years, but can be renewed by mutual consent of the parties (member and school district).</p> <p>The teacher will be considered on leave from their school for a maximum of 2 years.</p> <p>If the reassignment or secondment exceed 2 years, the school-based position will be filed with a B contract. The reassigned or seconded teacher will be considered on leave from a B position within their Education Center.</p> <p><i>It is understood that the duration of leaves is at the discretion of the Superintendent.</i></p>	As per LOA and Appendix A	As per LOA and Appendix A
<p>Conditions of Employment</p> <p>Back to top</p>	<p>In the event of a reassignment, conditions of employment will be in accordance with the NBTF CA unless otherwise specified in Appendix A.</p> <p>In the event of a secondment, conditions of employment will be in accordance with the MNU unless otherwise specified in Appendix A.</p>	NBTA CA and Appendix A	MNU and Appendix A
<p>Compensation</p> <p>Back to top</p>	<p>Teachers who are reassigned will be compensated as per the Collective Agreement.</p> <p>Rate of pay for teachers on secondment will be determined by MNU HR policies.</p>	NBTF CA	MNU HR policies



Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
<p>Summer Pay or Residual Pay</p> <p>Back to top</p>	<p>In the event of a reassignment, the teacher will be compensated on a bi-weekly basis in accordance with Article 27 of the NBTF CA.</p> <p>In the event of a secondment, there is no residual or summer pay.</p>	NBTF CA	MNU HR policies
<p>Hours of Work</p> <p>Back to top</p>	<p>The hours and days worked will be determined between the parties in accordance with operational requirements.</p>	As per district policies	As per MNU HR policies
<p>Vacation</p> <p>Back to top</p>	<p>In the event of a reassignment, a teacher will work 195 days and will not accumulate vacation.</p> <p>In the event of a secondment, the teacher will accumulate vacation entitlements in accordance with the MNU HR policies during the period of leave, at the rate of (1.25, 1.66, 2.08) days per month worked. If the Agreement is not renewed, any unused vacation credits will be paid out by the temporary employer to the teacher at the end of the leave period.</p>	NBTF CA	MNU HR policies
<p>Sick Leave</p> <p>Back to top</p>	<p>In the event of a reassignment, the teacher will accumulate sick leave credits in accordance with Article 31 of the NBTF CA.</p> <p>In the event of a secondment, the teacher will accumulate sick leave credits in accordance with the MNU HR 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 Employer will transfer accumulated sick leave up to a maximum balance of 195 days to the district.</p>	NBTF CA Art. 31	MNU HR policies

Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
<p>Leave Request</p> <p>Back to top</p>	<p>The teacher will submit leave requests to their supervisor who will be responsible for notifying the permanent employer. The permanent employer will ensure that leaves are properly recorded and tracked.</p>	<p>Direct supervisor</p>	<p>Direct supervisor</p>
<p>Group Insurance/Benefits</p> <p>Back to top</p>	<p>In the event of a reassignment or secondment, the teacher will continue to receive all entitled benefits as per the NBTF Group Insurance Plan (Basic and Optional Life, Basic and Optional Accidental Death and Dismemberment, Health, Travel, Prescription Drugs, Dental, Basic and Optional Critical Illness and Long Term Disability insurance) if applicable.</p> <p>Notes:</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) and will no longer be able to be covered under the NBTF LTD plan. 	<p>NBTF CA</p>	<p>NBTF CA or MNU HR policies</p>
<p>Pension</p> <p>Back to top</p>	<p>In the event of a reassignment, the teacher will maintain their participation in the New Brunswick Teachers' Pension Plan (NBTPP).</p> <p>In the event of a secondment, contributions to a pension plan will depend on the eligibility of the position (to be approved by VESTCOR).</p>	<p>NBTPP</p>	<p>NBTPP subject to approval by Vestcor</p>

Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
Performance Back to top	<p>In the event there is an issue with the teacher's performance, the temporary employer can terminate in accordance with the Agreement 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 personnel file.</p>	District Policy	MNU HR Policies
Travel Expenses Back to top	<p>In the event of a reassignment, business-related travel expenses will be paid in accordance with Article 28 and Schedule I of the NBTF CA.</p> <p>In the event of a secondment, business-related travel expenses will be paid in accordance with the MNU HR Policies.</p>	As NBTF CA	As per MNU HR Policies
Union Dues Back to top	<p>In the event of a reassignment, the teacher will continue to pay union dues and receive representation by the NBTF for the duration of the Agreement as per Art. 8 of the NBTF CA. It is understood that the representation will be in accordance with Appendix A.</p> <p>In the event of a secondment, the teacher will pay dues for the duration of the leave. It is understood that the representation will be in accordance with the LOA and Appendix A.</p>	NBTF CA	NBTF CA
Representation and Grievances Back to top	<p>In the event of a reassignment, the NBTF has access to the grievance process as outlined in the CA for return to position, disciplinary measures and or violation of the LOA and Appendix A.</p>	NBTA CA and Appendix A	NBTA CA and Appendix A



Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
Representation and Grievances – Cont'd Back to top	In the event of a secondment , the NBTF has access to the grievance process as outlined in the CA for return to position and or violation of the LOA and Appendix A.		
Seniority Back to top	In the event of a reassignment or a secondment , the teacher continues to accumulate experience and seniority as per Article 52 and 53 of the CA.	NBTF CA	NBTF CA
Retirement Allowance (RA) Back to top	<p>In the event of a reassignment, years are recognized for accumulation and calculation as per Art. 40 of the NBTF CA.</p> <p>In the event of a secondment, years are recognized for accumulation and calculation as per Art. 40 of the NBTF CA. It is understood that retirement allowance is based on the first 25 years of a teacher's career and any year in which a teacher worked 240 days will be prorated.</p>	NBTF CA	NBTF CA and Appendix A
Deferred Salary Leave Back to top	In the event of a reassignment or a secondment , a teacher can continue to be enrolled in Deferred Salary Leaves and can make application for any new leave.	Guidelines NBTF	Guidelines NBTF
Educational Leave Back to top	In the event of a reassignment or a secondment , a teacher can make application under article 37 of the NBTF Collective Agreement.	NBTF CA	NBTF CA
Worktime Flex Program Back to top	In the event of a reassignment or a secondment , a teacher can continue to be participate/enroll in the NBTF Worktime Flex Program.	NBTF Guidelines	NBTF Guidelines



Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
Maternity, paternity, parental and adoption leaves Back to top	In the event of a reassignment or a secondment , the teacher is entitled to the benefits under Article 33 (A) and (B).	NBTF CA	NBTF CA
Other Leaves Back to top	<p>In the event of a reassignment, the teacher is entitled to the benefits under NBTF Collective Agreement.</p> <p>In the event of a secondment, the eligibility is determined by the MNU HR Policies.</p>	NBTF CA	MNU HR Policies
Workers Compensation Back to top	In the event of a reassignment , or a secondment a teacher is entitled to the benefits under Article 39 of the NBTF CA.	NBTF CA	NBTF CA
Office Closure Back to top	In the event of a reassignment or a secondment , a teacher will follow the new employer's policy.	School District Policies	MNU HR Policies
Preparation Period Back to top	In the event of a reassignment or a secondment Article 19 of CA does not apply.	School District Policies	MNU HR Policies
Supervision Back to top	In the event of a reassignment or a secondment Article 22 of CA does not apply.	NO	NO
Teachers' Working Conditions Fund (Schedule K) Back to top	In the event of a reassignment or a secondment Schedule K does not apply.	NO	NO



Section of Terms and Conditions	DESCRIPTION	Reassignment	Secondment to MNU position within GNB
Schedule J Back to top	In the event of a reassignment or a secondment a teacher has access to counselling under Schedule J	NBTF CA	NBTF CA
Return to position Back to top	<p>In the event of a reassignment or a secondment, a teacher returning to their school district will be subject to the following :</p> <p>For the first two (2) years, the teacher will be entitled to a position at the same school where they worked prior to the leave period. If this position no longer exists, the teacher will be entitled to an equivalent position as per Art. 48 of the NBTF CA.</p> <p>After two (2) years, the teacher will be entitled to return to a vacant position in their Education Center as the position at their school will have been filed permanently after two (2) years.</p> <p>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 leave.</p>	NBTF CA and Appendix A	NBTF CA and Appendix A
Cancellation of Contract Back to top	Where the temporary employer of the teacher 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 temporary employer will continue to pay the salary of the temporary teacher until the end of the leave period or until August 31, whichever is earlier. The teacher will return to a position as per the "Return to Position" clause of Appendix A.	NBTF CA and Appendix A	NBTF CA and Appendix A

