

AGREEMENT

BETWEEN

TREASURY BOARD

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: SPECIALIZED HEALTH CARE PROFESSIONALS

EXPIRES: March 31, 2024

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THIS AGREEMENT is made and entered into this 21st of January, 2022.

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals under Part III, First Schedule of the *Public Service Labour Relations Act*, party of the first part;

AND: NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, hereinafter called the "Union," party of the second part.

PREAMBLE

WHEREAS it is the intention and purpose of the parties to this Agreement to maintain settled conditions of employment between the Employer, the employees, and the Union, to improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 032 HO 1 b applies.

ARTICLE 2 - APPLICATION OF AGREEMENT

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

ARTICLE 3 - PROVINCIAL SECURITY

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

ARTICLE 4 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void, or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision that was rendered null and void, or was materially altered.

ARTICLE 5 - DEFINITIONS

5.01 "Union" shall mean the New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of the Unit.

5.02 (a) "Employer" shall mean Treasury Board as represented by the Hospital Boards of the Hospitals listed under Part III of the First Schedule of the *Public Service Labour Relations Act*.

(b) "Hospital" shall mean any Regional Health Authority or organization listed under Part III of the First Schedule of the *Public Service Labour Relations Act*.

(c) "Facility" shall mean any designated site operated by a Regional Health Authority organization listed under Part III of the First Schedule of the *Public Service Labour Relations Act* from or at which its services are delivered. An Extra Mural Unit, inclusive of its sub-units, shall be recognized as meeting the definition of Facility.

5.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 032 HO 1 b.

5.04 "Employee" shall mean a person who is in the Bargaining Unit and who meets the definition of an employee as defined in the *Public Service Labour Relations Act*.

5.05 For the purpose of this Collective Agreement, employees shall be sub-divided into the following categories:

(a) "Full-time Employee" – A person who works on a regular scheduled basis thirty-seven and one-half (37 ½) hours per week averaged over a four (4) week period and who is hired for an indeterminate period.

(b) "Part-time Employee" – A person who works on a regular scheduled basis and for a specific number of shifts less than thirty-seven and one-half (37 ½) hours per week but more than one-third (1/3) of the weekly normal hours averaged over a four (4) week period and is hired for an indeterminate period. This number of shifts will not be increased or decreased without mutual agreement between the Hospital and the employee affected.

(c) "Casual Employee" - A person who is employed on an unscheduled basis for a continuous period of six (6) months or more and who works more than one-third (1/3) of the weekly normal hours, (thirty-seven and one half (37 ½) hours per week) averaged over a six (6) month period. Such person shall be considered an employee as of the first worked day of the seventh (7th) month of continuous employment.

(d) "Temporary Employee" – An employee who is hired for a fixed period in excess of six (6) continuous months to work on a full-time or part-time basis. Such person shall be considered an employee as of the first worked day of the seventh (7th) month of continuous employment.

(e) A Casual Employee with Less than Six Months Continuous Service is a person hired on a temporary basis for the following reasons and who has not been so employed for a continuous period of six months.

- (i) to respond to a temporary increase in workload;
- (ii) to replace an absent employee;

(f) (i) A Casual Employee with Less than Six Months Continuous Service shall have an initial assessment by the Employer following completion of her first thirteen (13) pay periods to determine if she meets the definition of a casual employee.

(ii) Following their initial assessment, casual employees and Casual Employees with Less than Six Months Continuous Service shall be assessed upon completion of the pay periods which include the following dates:

- March 31
- June 30
- September 30
- December 31

for the previous thirteen (13) pay periods.

Casual employees who fail to maintain the requirements for casual employee status following an assessment shall forfeit casual employee status under the collective agreement.

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

5.07 Words in this Agreement, not defined in this Agreement or in the *Public Service Labour Relations Act* have the same meaning as words defined in the *Interpretation Act*.

5.08 "Anniversary date" – the anniversary date of an employee shall be his date of hire.

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - DISCRIMINATION

7.01 There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Union or in contravention of the *Human Rights Act* of the Province of New Brunswick as amended from time to time.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 There shall be no strikes, walkouts or other similar interruptions of work during the term of this Agreement.

ARTICLE 9 - UNION SECURITY

9.01 The Hospital shall deduct from the wages due to every employee an amount equal to the regular monthly dues of the Union.

9.02 The sums deducted pursuant to this Article shall be remitted to the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Hospital advised annually of the name and address of the contact person for the Union and the amount of monthly dues.

The monthly payment of deductions made shall be accompanied by a list of employees in a mutually agreed upon secure electronic format such as Excel, indicating the following information in respect of each employee: name, address, employee status, the amounts deducted for dues, work location, pay step number, classification, email address (where available), and home telephone number (where available) for full-time, part-time, temporary and casual employees, and Casual Employees with Less than Six Months Continuous Service.

This list will also include the number of hours worked by Casual Employees with Less than Six months Continuous Service.

The Employer shall remit the list in a mutually agreeable secure electronic format.

9.03 The Hospital shall indicate on each employee's income tax (T-4) slip the total amount of Union dues deducted for the previous income tax year.

ARTICLE 10 – LIAISON OFFICER:

10.01 (a) The Hospital recognizes the functions of the liaison officer to include:

- (i) servicing complaints or grievances on behalf of the members of the bargaining unit;
- (ii) receiving from the Hospital, information regarding Hospital policies which affect employees.

(b) The Union will inform the Hospital in writing, within thirty (30) days of the signing of the agreement, of the names of the liaison officer(s) for the Hospital.

10.02 Liaison officers shall be entitled to leave their jobs with their supervisor's permission to attend to activities related to 10.01 (a)(i) above. Permission will not be unreasonably requested nor withheld. When resuming their regular work, each liaison officer shall report to their immediate supervisor and in the event of undue delay will give their supervisor a reasonable explanation of their absence. The employee shall not suffer a loss of regular pay while attending to these duties.

10.03 (a) The Hospital agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to his/her liaison officer.

(b) In any facility where there is no liaison officer, the Hospital shall supply any new employee with a copy of this agreement as soon as possible after the employee commences his/her employment.

10.04 Where operational requirements permit, the Hospital will grant leave with pay to liaison officer(s) to participate in liaison officer training. The Union will reimburse the Hospital for such leave in accordance with 38.06.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 If an employee has a complaint, he should discuss it with his supervisor within five (5) full working days of the circumstances giving rise to the complaint, or within three full working days of becoming aware of the circumstances giving rise to the complaint. The employee may be accompanied by a Union Representative at such a meeting and shall inform the Employer in advance if this option is to be exercised.

11.02 In the event the employee and his supervisor cannot resolve the complaint, the employee may then seek redress through the Grievance Procedure as though it were a grievance.

11.03 Subject to and as provided in Section 92 of the *Public Service Labour Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 11.02 except that:

(a) where there is another administrative procedure provided to deal with his specific complaint such procedure must be followed, and

(b) where the grievance related to the interpretation or application of this collective agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Union.

11.04 INITIAL STEP: Within twenty working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by email, by registered mail, on the form authorized by the Labour and Employment Board to the person designated by the Employer as the initial level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten working days from the date on which he presented his grievance the person designated as the initial level in the grievance procedure, the employee may proceed to the final step.

FINAL STEP: Within ten working days from the expiration of the ten-day period referred to in the initial step, the employee may present his grievance in writing at the final level of the grievance process either by email, personal service or by mailing it by registered mail to the person designated by the Employer as the final level in the grievance process for the Hospital in which he is employed. Any settlement proposed by the Employer at the initial level and any replies must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 12 (Adjudication) hereof, within fifteen working days of the date on which he should have received a reply from the person designated as the final level.

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
<u>INITIAL</u>	20 Working Days after the alleged grievance has arisen or has come to their attention.	Person designated by the Employer.	10 Working Days from receipt of written grievance.
<u>FINAL</u>	10 Working Days from receipt of reply from <u>initial</u> level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 13.	Person designated by the Employer.	15 Working Days from filing of grievance at <u>final</u> level.

11.05 In any case where the employee presents his/her grievance in person, or meets with the Hospital to discuss his/her grievance at any level of the grievance process, the employee may be accompanied by a representative or agent of the Union.

11.06 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in New Brunswick Regulation 84-130.

11.07 The parties may mutually agree to extend the time limits specified herein provided that such agreement is in writing.

11.08 The Hospital will post the names of the individuals involved at each level of the grievance procedure and provide the Union with a copy, within thirty (30) days of the signing of this agreement.

11.09 (a) If a difference of a general nature arises between the Union or its members and the Hospital concerning a complaint or an alleged violation of this agreement and, due to its nature, is not properly the subject of an individual grievance, the Union may submit a written grievance at the final level of the grievance procedure within twenty (20) full working days after the Union has become aware of the circumstances giving rise to the grievance.

(b) The Employer may present a grievance where a difference arises between the parties relating to the interpretation, application and administration of this agreement. Such grievance shall be presented to the Union and failing resolution of it, the Employer may submit the grievance to adjudication

11.10 Where operational requirements permit, the Hospital will grant an employee who has presented a grievance time off with pay to attend meetings or hearings held as a result of the employee's grievance.

ARTICLE 12 - ADJUDICATION

12.01 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.

12.02 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as he may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision.

12.03 An Adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

ARTICLE 13 - DISCIPLINE

13.01 No employee who has completed the probationary period shall be disciplined except for just cause. An oral or written reprimand cannot be referred to adjudication.

13.02 Where an employee is disciplined by other than a verbal reprimand, the Hospital shall, within ten (10) days of the discipline, notify the employee in writing by registered mail or personal service stating the reason for the discipline imposed.

13.03 Failure of the Hospital to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.

13.04 Where an employee alleges that he has been suspended or discharged in violation of clause 13.01 he may within ten (10) days of the date on which he was notified in writing or within twenty (20) days of the date of his suspension or discharge, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement, and for the purposes of a grievance alleging violation of clause 13.01 he shall lodge his grievance at the final level of the grievance procedure.

13.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 13.01 that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following his reinstatement.

13.06 A suspension without pay shall be for a specified period of time not exceeding forty (40) working days.

13.07 Where a meeting is held to address discipline, the employee shall be entitled to be accompanied by a Union Representative and shall notify the Hospital in advance if this option is to be exercised. Such a meeting scheduled to address a verbal reprimand presupposes that such a reprimand has already been administered.

13.08 All references to disciplinary action taken against the employee shall be removed after eighteen (18) months from the date of the imposition of the discipline provided there has been no other instance of disciplinary action in respect of the employee recorded in the period.

13.09 With reasonable notice, an employee shall have the right, during normal hours of operation, to read and make a copy of any document in the employee's personnel file. Where possible, the consultation of the employee's personnel file should be made outside of an employee's working hours.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 (a) A workday shall be one seven and one-half (7½) hour period exclusive of the meal period.

(b) A workweek shall be:

(i) five (5) workdays per week, or

(ii) five (5) workdays per week averaged over a four (4) week period.

(c) A flexible work schedule may be established by mutual agreement between the employee and the Hospital without committing either party to a permanent change or any additional cost to the Hospital.

14.02 Except by mutual agreement between the employee and the Employer, time off between workdays shall not be less than fifteen (15) hours, exclusive of overtime hours.

14.03 (a) Where an employee is required to work other than a normal workday or work week on a regular basis, the Hospital shall provide the employee with a schedule of his/her workdays so as to keep him/her informed of his/her workdays fourteen (14) calendar days in advance.

(b) Except where operational requirements preclude advance notification, the Employer agrees to give fourteen (14) days advance notice of any intent to change an employee's scheduled workdays.

(c) Every effort shall be made to avoid changes in work schedules.

14.04 An employee's scheduled workdays shall not be changed solely for the purpose of avoiding payment for overtime services.

14.05 Provided sufficient advance notice is given, as determined by the employee's supervisor, employees may exchange shifts if there is no increase in cost to the Employer and the employee's supervisor authorizes the exchange.

14.06 Overtime shall be authorized by the Hospital in advance and in writing if possible.

14.07 (a) Overtime - Work performed in excess of a workday or a work week as defined in 14.01 (a), (b) (i), (ii) or (c), shall constitute overtime.

(b) A part-time employee shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay contained in Schedule A for all hours worked in excess of seven and one-half (7 1/2) hours worked in any one (1) day or for all hours worked in excess of thirty-seven and one-half (37 1/2) hours in a week averaged over a four (4) week period.

(c) For the purposes of establishing a basis for calculation of this overtime, consecutive sets of two pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.

14.08 (a) At the employee's choice, overtime shall be compensated either by one and one-half (1 1/2) times the employee's regular rate of pay in time off for the hours worked or payment at the overtime rate of pay for hours worked.

(b) The overtime rate of pay shall be at one and one-half (1 1/2) times the employee's regular hourly rate of pay contained in Schedule "A" of this Agreement for hours worked.

(c) Time off as requested by the employee shall be scheduled by the Hospital, consistent with the efficient operation of the service. Where time off is not taken within thirty (30) days of the date on which it was worked, the employee shall be paid for that overtime at the overtime rate, unless otherwise mutually agreed to extend such thirty (30) day period. This clause only applies to full-time employees.

14.09 Overtime shall not be claimed or received for periods of fifteen (15) minutes or less at the end of a workday. Where overtime in excess of fifteen (15) minutes is worked at the end of a workday, the initial fifteen (15) minutes shall be included in the calculation of overtime.

14.10 No employee shall be paid overtime more than once for the same hours so worked.

14.11 Whenever possible an employee shall not be required to work more than seven (7), seven and one-half (7 1/2) hour days consecutively without having two (2) consecutive days off.

14.12 On an experimental basis without committing either party to a permanent change in the existing hours of work, employees in a Department and the Hospital may jointly establish a schedule providing for a compressed work

week. Such an agreement must be ratified by the NBUPPE and the Employer before implementation. Such schedule must be operated in accordance with the collective agreement and any addendum to the collective agreement.

14.13 There shall be two (2) fifteen (15) minute rest periods during each working day.

14.14 When an employee on duty is required to travel in the course of her employment and the time involved on the trip exceeds the employee's regular shift she shall receive time off at the overtime rate for all time in excess of her regular shift which the employee spends with the patient or attending to the needs of the patient.

14.15 Overtime hours shall be distributed equitably among employees who are qualified to do the work.

14.16 Subject to the operational requirements of the Hospital, casual work shall be offered as equitably as possible to part-time and casual employees who are available and capable of performing the work. If there are no part-time or casual employees available and capable of performing the work, such work will be offered as equitably as possible to Casual Employees with Less than Six Months Continuous Service who are available and capable of performing the work. Equitable offers shall include: calls, no answers, refusals and periods when the employee is unavailable.

14.17 Employees who are directed by the Hospital to remain in the facility during any meal period, and who are required to be available for work during such period, shall be paid at the regular rate of pay for the meal period. If the employee is required to work during the meal period they shall be remunerated as follows:

- (a) For time worked less than 15 minutes during the meal period they shall be paid at the overtime rate for 15 minutes, and straight time for the remaining 15 minutes. Or
- (b) For time worked in excess of 15 minutes they shall be paid at the overtime rate for 30 minutes.

There shall be no pyramiding of the benefit.

ARTICLE 15 - STANDBY, CALL BACK AND SHIFT DIFFERENTIAL

15.01 A standby duty roster and schedule may be established when, in the opinion of the Hospital, it is necessary. Standby duty shall be scheduled as equitably as possible among affected employees.

15.02 Employees who are required by the Hospital to standby shall receive standby pay at the rate of three dollars (\$3.00) per hour.

15.03 An employee who is scheduled for standby duty shall be available during his period of standby at a known telephone number. If called, such an employee must report for work as quickly as possible.

15.04 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with clause 15.05. In addition, he shall receive standby duty pay in accordance with clause 15.02.

15.05 When an employee who has left the facility is called back to work, or when an employee is on standby duty and is called back to work, they shall be paid a minimum of two (2) hours pay to a maximum of eight (8) hours pay at the overtime rate during any eight (8) hour period.

15.06 An employee who is called back to work shall be paid an allowance to assist in defraying the cost of transportation as follows:

- (a) reimbursement for actual taxi fare paid by the employee for travel from his place of residence to the facility and return, but not to exceed \$12.00 for the round trip, or;
- (b) an amount that is equal to the actual taxi fare from his place of residence to the facility and return, for the use of a privately-owned vehicle, but not to exceed \$12.00 for the round trip.

15.07 Clause 15.06 does not apply when transportation is provided or arranged by the Hospital, or where an employee lives on the Hospital premises.

15.08 Effective on the date of signature, a shift differential of one dollar and eighty (\$1.80) per hour will be paid to all employees who work an eight (8) hour shift in which the majority of hours fall between 1700 hours and 0800 hours.

15.09 (a) When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for one (1) hour at the overtime rate or the actual time worked at the overtime rate, whichever is the greater. Telephone calls, which result in a callback, are exempt from this Article.

(b) An off duty employee who is not on standby who uses the telephone to provide a service required by the Employer shall be paid for a minimum of one (1) hour or the actual time worked whichever is greater, at double the overtime rate.

Such compensation shall not be claimed more than twice during each eight (8) hour "on call" period.

15.10 Effective on the date of signature, a weekend premium of two dollars and thirty (\$2.30) per hour shall be paid for all hours worked on any shift where the majority of the hours on that shift fall between 2300 hours Friday and 2400 hours Sunday.

ARTICLE 16 - RETROACTIVITY

16.01 Unless otherwise stated in the agreement, all new wages are retroactive to April 1, 2019.

16.02 (a) All present employees are entitled to retroactive pay for all hours worked.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired or died after March 31, 2019; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

16.03 Other employees who were employed on April 1, 2019, and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Hospital in which they were employed within 45 calendar days from the date of signing of this Agreement.

16.04 The changed provisions of this collective agreement shall be effective on the date of signing of this collective agreement unless otherwise stated in the specific article.

ARTICLE 17 - RATE OF PAY ON PROMOTION

17.01 When an employee is promoted, he shall move to the step of the salary range for the new position that will increase his salary at least five percent, provided that such increase does not exceed the maximum for the new position, or to the minimum for the new position, whichever is greater.

ARTICLE 18 - MERITORIOUS INCREASE

18.01 The Hospital shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the performance of the employee. The employee concerned must be given an opportunity to sign the form in question to indicate that its contents have been read and understood.

The employee's signature shall serve as evidence that the requirements and intent of this clause have been satisfied and not as evidence that the employee agrees or disagrees with the assessment. In the event that the employee disagrees with the assessment, the employee shall be given the opportunity to include written comments stating the nature of the disagreement.

18.02 The Hospital may grant a pay increment to an employee, upon completion of each 1957.5 regular hours of work, provided they have not reached the maximum rate of pay for the position.

A part-time employee may be eligible for an annual increment upon completion of each 1957.5 regular hours of work.

18.03 The Hospital shall notify the employee when an annual increment is not granted. Such notice shall contain the Hospital's reason for not granting the merit increase.

18.04 Where an employee is not granted a pay increment because of an omission or error the employee may be granted the increase retroactive to his anniversary date for such increment.

18.05 Where an employee is not granted a pay increment and the reason for not granting the increment is remedied or ceases to exist within three months following his anniversary date, a pay increment may be granted to the employee on the first day of the month which is three months following his anniversary date.

18.06 Where a pay increment is granted to an employee under Article 18.05, the employee's anniversary date shall not change.

18.07 The pay increment date of an employee shall be his anniversary date of hire.

18.08 For the purpose of providing an incremental increase, the pay increment date shall be moved to the first day of the pay period in which the pay increment date falls.

18.09 In the case of leave of absence without pay, the pay increment date shall be adjusted in accordance with Article 22.02.

18.10 The pay increment date as determined in accordance with other clauses of this Agreement shall not change by reason only of the employee's promotion.

18.11 An employee in the bargaining unit shall, after completing 25 years of service in their registered profession with the New Brunswick Public Service (as defined in the *Public Service Labour Relations Act*), be entitled to a 3% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 25th anniversary of the employee's commencement date.

For the purposes of the initial implementation of the Retention Premium, all employees who have already completed 25 years of service in their registered profession with the New Brunswick Public Service as of the date of signing of this collective agreement shall be entitled to the Retention Premium effective the date of signing.

ARTICLE 19 - ANNIVERSARY DATE

19.01 The anniversary date of an employee who commences work prior to or on the fifteenth day of the month shall be the first working day of that month.

19.02 The anniversary date of an employee who commences work later than the fifteenth day of the month shall be the first of the month next following the month in which he was employed.

ARTICLE 20 - TEMPORARY ASSIGNMENTS

20.01 Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who assume the major portion of the duties of the higher rated position for a period in excess of five (5) consecutive working days, such pay to be retroactive to the first day of assignment.

20.02 Where a position is temporarily vacant, the Hospital shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

20.03 Eligible employees shall be paid that step in the pay scale of the higher classification which will provide a minimum of five percent (5%) increase, but in no case will it exceed ten percent (10%) or the maximum for the position to which they are temporarily assigned.

20.04 An employee required to fill temporarily a classification for which is paid a lower rate than that paid for such employee's regular work shall not receive any reduction in pay by reason thereof, provided that work was available during the same period at the employee's regular occupation.

20.05 Employees whose classification normally requires them to relieve for their superiors during any leave of absence shall be paid temporary assignment pay after ten (10) consecutive working days in the higher rated position.

20.06 Except by mutual agreement, an employee shall not be required to fill a vacant position in an acting capacity for a continuous period in excess of six (6) continuous months.

20.07 (a) Temporary assignments initiated by the establishment of a pilot or research project shall be filled in accordance with Articles 48.01 and 48.03.

(b) When a temporary assignment occurs within the bargaining unit and is known in advance to be for a period in excess of six (6) months, it shall be filled in accordance with Article 48.01, 48.02, and 48.03. If the assignment is for a period six (6) months or less the Hospital shall have the right to make the appointment. Vacancies resulting from the initial posting are not required to be posted.

(c) Upon completion of the temporary assignment, the employee shall return to his/her former position. Such employee who holds a regular position may not apply for another temporary assignment within the employee's classification for a period of eight (8) months following his/her return to his/her former position.

(d) During the first six (6) months of a temporary assignment of anticipated duration of at least one (1) year, a casual or temporary employee may not apply for another temporary assignment within the same classification unless the application involves a change in employment status.

ARTICLE 21 - POSITION CLASSIFICATION

21.01 It is the right of the Employer to determine and establish position classifications and/or reclassifications.

21.02 The Employer agrees to provide the Union with job specifications for classifications listed in Schedule "A" as they are created and revised.

21.03 When any classification not covered in schedule "A" is established, or the job specifications for classifications covered in schedule "A" are revised during the term of this agreement, the rate of pay shall be subject to negotiation between the Employer and the Union.

21.04 (a) Where the Union and/or an employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Union may submit the matter for review to the Chief Executive Officer or delegate. The Chief Executive Officer or delegate shall forward the matter to the Provincial Hospital Classification Committee for review, which shall make a finding within four (4) months of the date of the original request for review. If the Union and/or the employee is not satisfied with the determination, the dispute shall be settled as provided in the *Public Service Labour Relations Act*.

(b) Any dispute arising out of clause 21.04 (a) shall be referred to a board consisting of three (3) persons, one (1) representing the Union and one (1) representing the Employer. Such person shall not be employed in the Hospital involved in such dispute. The two (2) nominees shall within five (5) days of the appointment of the second of them nominate a third person to be Chairman of the Board, failing which the Chairman shall then be appointed from the Adjudicators' list by the Chairman of the Labour and Employment Board.

The Board so constituted shall be limited to deciding the issue of the proper classification for the aggrieved employee. The decision of the majority shall be the decision of the Board. If there is no majority then the decision of the Chairman shall be the decision of the Board.

The parties agree to abide by the decision of the Board which will be final and binding on both parties. The parties further agree to share equally the costs and fees of the Chairman. The parties shall pay the fees and costs of the respective nominees.

ARTICLE 22 - SENIORITY

22.01 When an employee completes the probationary period, his/her seniority shall accumulate from the date of hire.

22.02 (a) When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate during such leave of absence.

(b) An employee who is granted maternity leave shall not lose her seniority and shall accumulate seniority up to a maximum of seventeen (17) weeks on the basis of what her normal regular hours would have been

(c) An employee who is granted child care leave shall not lose her seniority and shall accumulate seniority up to a maximum of sixty-two (62) weeks on the basis of what his/her regular hours would have been.

22.03 Seniority shall be forfeited by an employee for any of the following reasons:

(a) the employee voluntarily leaves the service of the hospital;

(b) the employee is discharged for just cause;

(c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;

(d) the employee is laid off for a period of twelve (12) months or more;

(e) the employee accepts a position outside the bargaining unit.

ARTICLE 23 - PROBATIONARY PERIOD

23.01 Every employee shall undergo a probationary period of nine hundred and seventy-five (975) hours worked upon attaining employee status.

23.02 At any time during the probationary period the Chief Executive Officer or delegate may give notice to the employee that he intends to reject the employee at the end of such notice period as may be established by the Chief Executive Officer or delegate. Such notice of rejection is not considered to be a matter for grievance.

23.03 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

ARTICLE 24 - SENIORITY LIST

24.01 The Hospital shall prepare a list of employees and make this list available to the employees in the bargaining unit and forward a copy to the Union on or before March 1st of each year.

24.02 The list of employees shall include the classification, the commencement date and the number of regular hours worked of each employee.

24.03 An employee may accumulate a maximum of 1957.5 hours in any one (1) year. Hours paid at the overtime rate are not to be included in the calculation of seniority hours.

ARTICLE 25 - LAYOFF AND RECALL

25.01 Subject to the right of a Hospital to retain employees with the necessary qualifications, skills and ability for the safe operation of the Hospital, layoff shall be in reverse order of seniority within their classification.

25.02 Except in cases of emergency, layoffs due to lack of work will only take place after the employees affected and the Union have been given a minimum of forty-five (45) calendar days notice of such layoff. Where less than forty-five (45) calendar days notice is given, the employees shall be paid for any days they would have been scheduled to work during such forty-five (45) day period.

25.03 Notwithstanding 25.02, in the event of a proposed layoff, the Union and Hospital shall meet and determine the appropriate manner of effecting this layoff, including who is to be laid off, at which facility the layoff will occur, what displacements, if any, will occur and what recall rights the affected employee(s) may have. No layoff shall be effected prior to the completion of this process.

25.04 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff, or
- (b) displace the least senior employee within the same classification in the facility or in the region, or
- (c) displace the least senior employee in the lower classification within the facility or in the region, or
- (d) displace the least senior employee in the same or lower classification within the RHA.

Notwithstanding the above, an employee can only displace another employee with less seniority.

For the application of this Article the term “region” shall be the eight (8) regions as identified in schedule A of the *Public Service Labour Relations Act* prior to September 2008 as per Letter of Agreement.

25.05 A layoff will be a termination of employment and recall rights will lapse if the layoff lasts more than twelve (12) consecutive months without re-employment.

25.06 (a) No new employee is to be hired until all employees on layoff have been offered a first refusal of the position or positions vacant.

(b) Employees shall be recalled in order of seniority for any vacant positions for which they are qualified.

(c) A laid off full time employee may be recalled to a part time position without loss of recall rights for the twelve (12) month recall period.

(d) A laid off part-time employee may be recalled to a part-time position. A laid off part time employee can only access a full time position through the posting process under Article 49.01.

(e) No employee shall be recalled to a position of higher classification.

ARTICLE 26 - RESIGNATIONS

26.01 Employees who intend to resign shall give the Hospital a minimum of thirty (30) calendar days notice in writing.

26.02 For those employees leaving the New Brunswick Public Service, failure of the employee to respect the terms of the notice period under Article 26.01 or to work any scheduled work day during the notice period will result in forfeiture of one (1) day's pay for each day not worked from monies owing to the employee. The application of this Article will be waived for any reason deemed justifiable by the Hospital.

ARTICLE 27 - VACATIONS

27.01 Every employee who, on the final day of the vacation year, has seniority of:

(a) Less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month of continuous service completed to the final day of the vacation year;

(b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of fifteen (15) days;

(c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of twenty (20) days;

(d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-one (21) days;

(e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-two (22) days;

(f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-three (23) days;

(g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-four (24) days;

(h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of twenty-five (25) days.

27.02 The Hospital shall establish the vacation year and post the dates on the bulletin board for the information of the employees.

27.03 Vacation credits earned in accordance with Clause 27.01 shall be taken in the following vacation year unless otherwise mutually agreed.

27.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with Article 27.01 above, unless the employee exercises his rights in accordance with Article 47.01(e).

27.05 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation sought to be carried forward.

27.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 13 exceeds one-half the number of 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.

27.07 Employees shall be given their choice of vacation periods according to their seniority provided that the Hospital reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. Employees shall notify the Hospital in writing, prior to April 15th, of their choice of vacation dates.

Approved vacation lists shall be posted, no later than May 1st. Where application for vacation is made after this deadline, it shall be considered on a first come, first served basis. The Hospital will have fourteen (14) calendar days in which to respond to these requests.

27.08 If one of the holidays referred to in Article 28.01 falls or is observed on a regular working day during an employee's vacation he shall be granted an additional day's vacation.

27.09 Where an employee becomes hospitalized or confined to home on a Doctor's orders for a period exceeding five (5) days, while on annual vacation, the employee shall be granted sick leave for the period of time that he is ill, including the five days, rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer upon the employee's return and the Employer is notified at the time of the illness that sick leave will be claimed.

27.10 Once scheduled, the employee's vacation shall not be changed unless mutually agreed.

27.11 An employee who is on vacation and is called back to work in an emergency situation shall be entitled to pay at time-and-a-half the employee's regular rate and the vacation day(s) will be credited back to the employee.

ARTICLE 28 - HOLIDAYS

28.01 All employees shall receive one day paid leave for each of the following holidays each year:

- (a) New Year's Day;
- (b) Family Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) The day fixed by proclamation of the Governor-General in Council for the celebration of the birthday of the Sovereign;
- (f) Canada Day (July 1);
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) The day fixed by proclamation of the Governor-General in Council as a general day of Thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) All other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.

28.02 Clause 28.01 of this Article shall not apply to an employee during any period that an employee is on a leave of absence without pay for more than thirty (30) consecutive days, absent without leave, receiving benefits under the *Workers' Compensation Act*, or under suspension.

28.03 (a) Where the Employer requires an employee to work on a regular shift on a holiday, the employee shall be compensated by payment for the hours of work performed at a rate equal to the overtime rate and the employee shall have his holiday rescheduled on a mutually acceptable date.

(b) Any work performed on December 25th shall be compensated at the sole discretion of the employee, either by:

- (i) two (2) times the employee's regular rate of pay and the holiday rescheduled, or
- (ii) the employee's hourly rate for the hours worked on the holiday plus the number of hours worked at the regular rate be taken as time off with pay at a later date and the holiday rescheduled.

28.04 Where an employee is required to work on a holiday when he is not scheduled to work, he shall be compensated for the hours worked at a rate equal to the overtime rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday.

28.05 Where an employee is not scheduled to work on a holiday but is required to remain on standby on that day, he shall be compensated:

- (a) in accordance with Clause 15.02; and
- (b) at a rate equal to the overtime rate for the hours worked while on standby duty.

In addition to (a) and (b) above, the employee shall receive his regular pay for the holiday, and shall be granted another day off with pay in lieu of the holiday.

28.06 Where a holiday falls on an employee's regular or scheduled day off, the employee shall be granted another day in lieu thereof and such day shall be taken within sixty (60) days unless otherwise mutually agreed.

28.07 Where, under 28.03, 28.04, 28.05 and 28.06, a day off in lieu cannot be granted at a mutually accepted date within sixty (60) days of the holiday, the employee shall be paid one day's pay at the employee's regular rate of pay in lieu of the day off.

ARTICLE 29 - SICK LEAVE

29.01 Sick Leave credits are accumulated as an insurance against financial hardship when the employee is unable to perform his/her duties because of his/her illness or non-work related injury. Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and-one-half days per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty (240) days.

29.02 An employee appointed on the first working day of the month shall be eligible to accumulate sick leave credits from that date.

29.03 An employee appointed on any date other than the first working day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

29.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 13 exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

29.05 Where the continuous period of absence begins in one month and extends into the following month, sick leave credits shall not accumulate for each thirty (30) day period of the absence.

29.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;

and

(c) days on which the employee is absent from work while receiving Workers' Compensation benefits to a maximum of twelve (12) months.

29.07 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or non-work related injury provided that:

- (a) such absences are reported as soon as possible to his immediate supervisor;
- (b) he satisfies the Hospital of this condition; and

(c) he has the necessary accumulated sick leave credits.

29.08 Where an employee is absent for all or part of his/her shift because of his/her illness, deduction from sick leave credits shall be made in accordance with the number of hours absent.

29.09 (a) An employee who has seniority of two (2) years or greater, and who has used up his sick leave credits, may be granted advanced sick leave without loss of pay for a period up to fifteen days. The advanced sick leave credits shall be paid back at the rate of one half ($\frac{1}{2}$) day per month of credits earned upon return to employment.

(b) An employee will not be permitted to borrow sick leave credits until all previously borrowed credits have been repaid in accordance with this article.

29.10 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with 29.09 is terminated for any reason, the employee shall compensate the Hospital for any such leave granted to him which has not been paid back in accordance with this Article calculated at the employee's hourly rate at the time he ceased to be an employee.

(b) The parties agree that failure to comply with 29.10 (a) above will entitle the Hospital to withhold any wages or other monetary benefits, including retirement allowance, in an amount sufficient to reimburse the Hospital the amount owing.

29.11 Every effort shall be made to schedule medical and dental appointments outside the hours of work. When this is not possible, actual time absent from work in excess of two (2) hours shall be deducted from sick leave. Employees will make every reasonable effort to notify the Hospital of their leave request as soon as the appointment is confirmed.

29.12 Abuse of sick leave may result in disciplinary action.

ARTICLE 30 - MATERNITY AND CHILD CARE LEAVE

30.01 No later than fifteen (15) weeks prior to the anticipated date of delivery, an employee shall forward to the Hospital a written request for maternity leave. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.

30.02 Where an employee submits a medical certificate to the Hospital stating that her health so requires, sick leave in accordance with the provisions of Article 29 shall be granted prior to commencement of the employee's requested maternity leave under 30.01.

30.03 The Hospital may direct an employee who is pregnant to proceed on maternity leave at any time, where, in its opinion, the interest of the institution so requires.

30.04 Maternity leave shall not exceed seventeen (17) weeks. An employee returning to work from maternity leave shall be reinstated to her previously held position.

30.05 The total number of weeks an employee is eligible for maternity leave may be advanced, delayed, shortened or lengthened by mutual agreement between the Hospital and the employee.

30.06 While on maternity leave, the employee may, if permissible under the relevant benefit plan, continue participation. When the employee requests to continue contributions to the benefit plans, the Employer shall also continue the required contributions during the period of the maternity leave to a maximum of seventeen (17) weeks provided the employee submits post-dated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

30.07 (a) On the occasion of the birth of their child, an employee whose spouse or partner has given birth shall be granted on request special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the arrival of the child.

(b) On the occasion of the adoption of a child, an employee who is not taking child care leave shall be granted, on request, special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the placement of the child.

30.08 Supplementary Unemployment Benefit Plan

(a) This plan is conditional upon the approval and continued approval of the Federal Government.

(b) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Hospital with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, inclusive of the one (1) week waiting period for Employment Insurance benefits.

(c) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and seventy five percent (75%) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

(d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, but does not include retroactive adjustment of rate of pay, temporary assignment, shift premium, overtime, or any other form of supplementary compensation.

(e) An applicant under Article (b) and (c) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work.

Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a prorata basis.

(f) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this article.

30.09 Child Care Leave

(a) An employee who is a natural or adoptive parent shall be granted upon request in writing child care leave without pay for a period of up to sixty-two (62) weeks. The leave may be shared by the parents or taken wholly by one (1) parent.

(b) Such leave shall commence at a mutually agreed time no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

(c) Such leave shall be requested a minimum of six (6) weeks prior to the commencement of such leave in the case of natural parents and as soon as possible prior to the commencement of such leave in the case of adoptive parents.

(d) An employee returning to work from child care leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to departure on child care leave.

(e) The total number of weeks an employee is eligible for child care leave may be shortened or lengthened by mutual agreement between the Employer and the employee.

(f) During the period of child care leave of up to sixty-two (62) weeks only as specified in Clause 30.09 (a) hereto:

- (i) an employee continues to earn seniority;
- (ii) an employee maintains but does not accrue sick leave or vacation leave benefits during the child care leave.

(g) An employee granted child care leave pursuant to Article 30.09 (a) above may where permissible under the relevant benefit plans continue contributions including those of the Hospital during such leave.

30.10 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed seventy-eight (78) weeks.

ARTICLE 31 - EDUCATIONAL LEAVE

31.01 (a) Employees shall be granted leave with pay and be reimbursed for reasonable travel expenses by the Hospital for the purpose of attending refresher courses, conferences or professional seminars where the Hospital requests the employee's participation.

(b) Employees authorized to attend such courses, conferences or seminars at their own request may be granted leave with or without pay and may be reimbursed for reasonable expenses at the discretion of the Hospital. Where the credits of such courses, conferences or seminars are required to maintain registration or eligibility for registration, leave with pay shall be granted. Such leave shall be granted to temporary employees with or without pay at the discretion of the Hospital.

(c) Education Leave shall be apportioned as equitably as possible.

ARTICLE 32 - EMERGENCY LEAVE

32.01 The employee shall have the right to apply for leave of absence with pay:

(a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;

(b) where circumstances not directly attributable to the employee prevent his reporting for duty; and

(c) for any similar reason deemed appropriate by the Employer.

Such leave shall not be unreasonably requested or withheld.

ARTICLE 33 - MISCELLANEOUS LEAVE

33.01 Storm Leave

Any employee, who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, may, with their supervisor's approval, work from home provided that the essential functions of her job can be performed from home and provided that the employee has the necessary GNB approved equipment with them. If the employee's essential functions cannot be performed from home or if the employee doesn't have the necessary GNB approved equipment with them, the employee shall be given the opportunity at a mutually agreed time to replace that portion of the day for which the employee was prevented from reporting for duty by:

- (a) working at the start or the end of his/her regular shift, or
- (b) use of accumulated statutory holiday, accumulated overtime or accumulated vacation or working on one (1) of his/her days off or statutory holidays if staffing patterns permit.

This benefit does not apply to casual employees.

Employees who work in schools or school district offices may work from home in the event that their workplace is closed to other workers in that workplace for any reason, including inclement weather or poor road conditions.

33.02 Miscellaneous

The Employer may at his discretion, and upon such terms as he deems advisable, grant leaves of absence with or without pay to an employee.

33.03 Family Responsibility Leave

Employees shall have the right to apply for twenty-two and one-half hours (22.5) leave with pay per calendar year for family responsibility leave. For each instance of leave, the number of hours deducted from the annual total hours shall be the duration of the leave but no fewer than two (2) hours. Such leave will not be unreasonably requested or denied.

33.04 Compassionate Care Leave

Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

33.05 Domestic Violence Leave

Employees in the bargaining unit shall have the right to apply for Domestic Violence Leave, Intimate Partner Violence Leave, or Sexual Violence Leave per the provisions of the New Brunswick *Employment Standards Act* and Regulations thereto.

33.06 Quarantine Leave

Employees shall be entitled to leave with pay when absent from work because of a quarantine ordered by a Medical Officer of Health, or any other health or public safety order.

ARTICLE 34 - BEREAVEMENT LEAVE

34.01 (a) Employees shall be granted up to seven (7) consecutive calendar days leave of absence without loss of salary to attend the funeral or to attend to funeral arrangements of a brother, sister, spouse, common-law spouse, son, daughter, mother, father, a person acting in loco parentis, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

(b) Where the burial occurs outside the province, such leave shall include, as well, reasonable travelling time, the latter not to exceed two (2) working days.

(c) Additional compassionate leave of absence with pay, requested for the purpose of attending a funeral at a distance, shall be considered by the Hospital.

(d) Other requested compassionate leave of absence with pay shall be subject to consideration by the Hospital.

(e) If the funeral and/or burial is not held within the bereavement leave provided in (a), (b), or (c) of this Article, the employee may request in writing to use the final day of bereavement leave at a later date to attend the funeral and/or burial.

34.02 An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse, niece, nephew, aunt or uncle without loss of pay for one working day in order to attend the funeral provided that such employee attends the funeral.

34.03 An employee who, while on vacation, suffers a loss, which normally would entitle the employee to bereavement leave, shall be entitled to substitute bereavement leave in place of vacation in the same manner as if the employee had been at work.

ARTICLE 35 - PALLBEARER LEAVE

35.01 One-half day's leave may be granted to attend a funeral as a pallbearer. An additional one-half day's leave may be granted for travelling time.

ARTICLE 36 - COURT LEAVE

36.01 The Employer (Hospital) shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is required:

- (a) to serve on a jury, or
- (b) to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before a legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (iv) before an arbitrator or umpire, or a person or body of persons authorized by law to make an inquiry, and to compel the attendance of witnesses before it.

36.02 Any employee who receives fees for court attendance, pursuant to this article, shall turn such fees over to the Employer (Hospital).

36.03 Notwithstanding Article 36.01(b), an employee who is required to attend court or any similar proceedings initiated by him or herself or with respect to attending court or proceedings not associated with the employee's employment and to which the employee is made a party, shall not be entitled to leave with pay.

ARTICLE 37 - TIME OFF FOR UNION BUSINESS

37.01 Contract Negotiation Meetings

The Employer will grant leave with pay to an employee for the purpose of attending contract negotiation meetings.

37.02 Preparatory Contract Negotiation Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

37.03 Meetings between Union and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

37.04 Union Executive Council Meetings, Annual General Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Union Executive Meetings, Annual General Meetings and Conventions.

37.05 Union President

Leave of absence without pay for up to two (2) years shall be granted to a member of the NBUPPE elected or appointed to a full-time position with the Union or anybody with which the Union is affiliated. Such leave, upon application to the Employer, may be extended for two (2) further two (2) year periods. Such leave shall be subject to the following conditions:

- (i) At least sixty (60) days notice of intention to return to work shall be given to the Hospital.
- (ii) If the employee returns to work within two (2) years plus one (1) month of granting the leave of absence, then the employee shall be returned to their previously held position.
- (iii) If the employee returns to work following an absence of greater than two (2) years plus one (1) month, the employee shall be returned to the same employment status and same classification within the facility, if available. If a position is not available in the facility, they shall be placed in a comparable position in the Hospital.
- (iv) Any period of orientation or re-training required to re-integrate the employee in accordance with 37.05 (ii) and (iii) above, will be paid by the Hospital and the Union will reimburse the Hospital.
- (v) During the period of leave the employee may, if permissible under the relevant plan, continue their contributions and, as well, pay those of the Hospital.
- (vi) The employee's seniority shall continue to accrue.

37.06 In the case of leaves with pay pursuant to Articles 37.01 and 37.02 the Hospital will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

ARTICLE 38 - SAFETY AND HEALTH

38.01 The Hospital shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment pursuant to the terms of the *Occupational Health & Safety Act* as amended from time to time.

Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Hospital.

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

ARTICLE 39 - GROUP LIFE AND LONG TERM DISABILITY INSURANCE

39.01 The Hospital agrees to deduct insurance premiums from the salary of any employee in the Bargaining Unit who authorizes the Hospital in writing to make such deductions and shall remit the deducted premiums to the Bargaining Agent at the request of the employee.

39.02 The Employer shall make available to eligible employees the Province of New Brunswick long term disability plan. Eligibility shall be governed by the rules of the plan. Premiums will be paid by the employee through payroll deduction upon authorization from the employee to deduct the same.

ARTICLE 40 - BLUE CROSS/BLUE SHIELD

40.01 The Hospital agrees to provide to employees registered in the New Brunswick Hospital Medical Plan, semi-private or better accommodation without differential charges. Similar courtesy will be extended to adult dependents of employees. (Such facilities are not available to children on the Pediatric Floor, nor to infants in the Nursery.) These courtesy offers are restricted to available privileges of the hospital, and do not include:

- (a) fees to physicians or surgeons; and
- (b) provision of drugs or laboratory tests which are not included in insured services.

40.02 The Hospital shall pay seventy-five (75%) percent of the cost of premiums for Blue Cross TD129 and fifty (50%) percent of the basic Dental Plan for all Full-time and eligible Part-time and Temporary employees and their dependents. This provision shall apply to employees who agree to pay the other twenty-five (25%) or fifty (50%) percent of the premiums and who have completed the probationary period. This will be implemented as soon as possible following the signing of the collective agreement.

40.03 The Hospital shall deduct the cost of premiums of the plan when so authorized by the employee.

ARTICLE 41- INJURED ON DUTY

41.01 All of the employees in the Unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

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

41.03 Employees who are receiving compensation benefits shall earn vacation credits and sick leave credits in accordance with this Collective Agreement to a maximum of one (1) year's accumulation.

41.04 An employee shall retain and continue to accumulate seniority while receiving weekly compensation benefits under the *Workers' Compensation Act*.

ARTICLE 42 - RETIREMENT

42.01 The normal retirement age shall be sixty-five (65) years of age. However, employees who wish to remain at work past sixty-five (65) shall be permitted to extend employment on a yearly basis.

42.02 Authority for granting yearly extensions rests with the Hospital.

42.03 An employee shall be granted the right to an early retirement in accordance with the provisions of the Shared Risk Plan for Certain Bargaining Employees of New Brunswick or any other applicable existing plan.

42.04 An employee may apply for the Phased Retirement Program in accordance with the provisions of the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals.

ARTICLE 43 - RETIREMENT ALLOWANCE

43.01 (a) Subject to the limitations in 43.01(c)(d) and 43.02 below, when an employee with a continuous service date falling before March 31, 2019 and having continuous service of five (5) years or more retires or has his employment terminated due to disability, death or age, the Hospital shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of continuous service, but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

- (b) Such allowance shall be prorated with respect to part-time employees.

(c) Part-time employees will be paid their retirement allowance at their current step in the wage schedule at the rates in Schedule "A".

(d) An employee who "retires" is one who:

- (i) retires at age sixty(60) (or later) or
- (ii) who is granted under the Public Service Shared Risk Plan or the Pension Plan for Certain Bargaining Employees
 - an annual allowance (an actuarially reduced pension); or
 - an immediate pension

(e) Where an employee with a continuous service date falling before March 31, 2019 retires due to disability, death, or age, the retirement allowance shall be a lump sum payment payable forthwith to the employee, his beneficiary, or estate as the case may be.

(f) The retirement allowance will be discontinued effective March 31, 2019 as follows:

(a) Employees with a continuous service date falling on or after March 31, 2019 are not eligible for a retirement allowance.

(b) Employees with a continuous service date falling before March 31, 2019 shall retain the full years of continuous service accumulated up to March 31, 2019 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2019 for the purpose of calculating the retirement allowance.

(g) For purposes of this article, "continuous service" shall mean an employee's seniority plus any hours credited under Articles 47.01(c) or 48.01(c).

43.02 Payment of Retirement Allowance

(a) Any employee with a continuous service date falling before March 31, 2019 and who therefore remains eligible for a retirement allowance may select one of the following two options for the payment of their retirement allowance earned up to March 31, 2019:

(i) an immediate single lump sum payment based on the employee's full years of continuous service and regular rate of pay on March 31, 2019; or;

(ii) a single lump sum payment deferred to the time of the employee's retirement based on the employee's full years of continuous service on March 31, 2019 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.

(b) The immediate lump sum payment option in (a) (i) is also available to employees with a continuous service falling before March 31, 2019 and who have not yet accumulated five years or more of continuous service.

(c) An employee who selects an immediate lump sum payment under (a) (i) will not be eligible for any further retirement allowance payment at their retirement

(d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full years of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after the date of signing of the collective agreement. The Employer will also advise eligible employees of their full years of continuous service for the purpose of calculating the retirement allowance not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration of this collective agreement.

(e) Employees will have until June 30, 2019 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by June 30, 2019, she will be deemed to have deferred their payment until retirement.

(f) Notwithstanding that the retirement allowance will be discontinued effective March 31, 2019, an employee with a continuous service date falling before March 31, 2019 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 March 31, 2019 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 employee's full years of continuous service and rate of pay on the effective date the employee has selected;

(iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.

(g) For purposes of this article, "continuous service" shall mean an employee's seniority plus any hours credited under Articles 46.01(c) or 47.01(c).

43.03 When an employee has a permanent disability and requests to retire, or when the Hospital requires an employee to retire due to a permanent disability, and in the absence of mutual agreement a Board of Doctors whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows: one doctor appointed by the Union, one doctor appointed by the Hospital and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability, the said employee shall receive pay for any accumulative severance leave entitled to under this Article if the employee did not select an immediate lump sum payment in accordance with Article 43.02 (a) (i).

The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the *Workers' Compensation Act* or the *Canada Pension Act*, a further Board decision under this Article shall not be required.

43.04 Layoff Allowance

(a) The accumulation of service for the purpose of calculating a lay-off allowance shall continue after March 31, 2019 for all employees.

(b) When an employee having continuous service of five (5) years or more is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(c) Where an employee is laid off, the layoff 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.

ARTICLE 44 - PENSIONS

44.01 Any pension plan in effect on the signing date of this Agreement shall continue to apply during the term of this Agreement.

44.02 Part-time employees are required to participate in the Shared Risk Plan for Certain Bargaining Employees.

ARTICLE 45 - TRAVEL REGULATIONS

45.01 The New Brunswick Travel Regulations, as amended, from time to time shall apply to the employees in the Bargaining Unit.

45.02 Employees, who as part of their duties, are required to travel between facilities or around a designated territory, shall have one building in which they perform regular duties designated as their base work location.

ARTICLE 46 - TRANSFER OF BENEFITS

46.01 Upon leaving the Unit to become employed in another Part of the Public Service, or entering the Unit immediately following employment in another Part of the Public Service,

- (a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,
- (b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements,

ARTICLE 47 - PORTABILITY

47.01 An employee who accepts employment in a Hospital listed in Part III, First Schedule of the Public Service Labour Relations Act within sixty (60) calendar days of the resignation date from another Hospital listed in Part III of such Act shall be deemed to have been on leave of absence without pay for this period. Such employees shall retain portability respecting:

- (a) accumulated sick leave;
- (b) pension plan in accordance with the provisions of the Shared Risk Plan for Certain Bargaining Employees (CBE) of New Brunswick Hospitals;
- (c) retirement allowance;
- (d) group life insurance where applicable and in accordance with the provisions of Group Life Insurance Plans;
- (e) vacation entitlement and accrued credits;
- (f) seniority.

ARTICLE 48 - POSTING OF VACANCIES

48.01 (a) Where a vacancy is to be filled or a new position is created, within the bargaining unit, the Hospital shall post electronic notice of the vacant position designated in article 53.01 hereof, for a minimum of fourteen (14) calendar days.

- (b) The Hospital will provide the Union with a copy of all postings at the time they are posted.

48.02 Such posting notice shall contain the following information:

- (a) nature of position and location
- (b) qualifications;
- (c) salary rate or range
- (d) anticipated commencement date

48.03 Employees shall be selected for positions under this article on the basis of their skill, ability, and qualifications. Where skill, qualifications, and ability are relatively equal amongst the applicants, all vacancies shall be filled on the basis of seniority within the Hospital.

48.04 The successful applicant shall be placed on a trial period in the new position for up to 450 hours worked.

48.05 If, in the opinion of the Hospital, the successful applicant proves unsatisfactory in the position or at the employee's request during the aforementioned trial period she shall be returned to her former position without loss of seniority and at the salary of her former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority. Conditional on satisfactory service, such trial period shall become permanent after the trial period.

48.06 An employee must have at least six (6) calendar months employment in her present position in order to be able to commence another position in the employee's same classification unless the new position (a) constitutes a change in the employment status or, (b) is located in a different facility.

ARTICLE 49 – REDUCTION IN HOURS

49.01 A full-time employee may apply in writing to reduce his/her hours to part-time on a temporary basis for a period up to, but not to exceed eighteen (18) consecutive months. Such reduction may be granted at the discretion of the Hospital without the necessity of posting under Article 48.01.

49.02 Election of this option is subject to applicable *Income Tax Act* Regulations.

49.03 An Employee who has been granted a reduction in hours shall not work any casual shifts.

Other Article and Letters of Intent that may also apply to employees in this collective agreement include but are not limited to:

- a) ARTICLE 42 – RETIREMENT
- b) Letter of Intent Re: Temporary Reduction of Hours by Full-time Employees (CBE)
- c) Letter of Intent Re: Temporary Reduction of Hours by Full-time Employees (PSSA)
- d) Letter of Intent Re: Permanent Reduction of Hours by Full-time Employees (PSSA)

ARTICLE 50 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

50.01 A Provincial Labour Management Committee made up of the negotiating teams 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.

50.02 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.

ARTICLE 51 – LIABILITY PROTECTION

51.01 The employees in the Bargaining Unit shall continue to be covered by the Health Services Liability Protection Plan.

ARTICLE 52 – UNIFORMS

52.01 All apparel and equipment supplied to an employee by the Hospital shall be cleaned or repaired at the Hospital's expense.

52.02 Where an employee's clothing is subject to undue wear and tear, while in the performance of his duties as stipulated by the Hospital, due to circumstances associated with the work environment, lab coats or any other protective clothing shall be supplied by the Hospital, at its expense.

ARTICLE 53 - BULLETIN BOARDS

53.01 The Hospital agrees to make available space on existing bulletin boards for the posting of Union Notices.

ARTICLE 54 - COMMUNICATIONS

54.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by mail as follows:

TO THE EMPLOYER: Executive Director of Employee Relations
Department of Finance and Treasury Board
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE UNION: The President
New Brunswick Union of Public and Private Employees
217 Brunswick Street
Fredericton, N.B. E3B 1G8

ARTICLE 55 - PRINTING AND TRANSLATION OF AGREEMENT

55.01 The Employer shall be responsible for the translation of the collective agreement and posting the final agreement on the intranet, accessible to all employees. The translation of the collective agreement shall be approved by both parties.

55.02 This agreement shall be printed in both English and French and shall be official in both languages. However, if a discrepancy of interpretation arises between the English and French versions, the language in which the collective agreement was negotiated shall prevail.

ARTICLE 56 - SALARIES

56.01 Rates of Pay

Except as provided for in Article 57.02 the rates of pay for all employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement.

ARTICLE 57 – PART-TIME/CASUAL/TEMPORARY EMPLOYEES

57.01 Prorata Rate of Pay

(a) Part-time employees shall be paid on a prorated basis from the rates in Schedule "A".

(b) Part-time employees shall accumulate vacation, holidays, sick leave and other cumulative benefits on a prorated basis for all hours worked up to a maximum of 1957.5 hours per year.

(c) The reconciliation of benefits accumulated under this Article will be done at least once a year.

57.02 All-inclusive Part-Time and Temporary Employee's Rate of Pay

(a) Present part-time employees who, were paid from the designated rates of schedule "B" of the agreement which expired on December 31, 1990, and all casual and temporary employees shall receive in lieu of;

- (i) vacation;
- (ii) holidays;
- (iii) sick leave;
- (iv) and other cumulative benefits

an amount equal to 13% of the employee's regular straight time hourly rate for all hours worked.

(b) They will not be entitled to accumulate vacations, holidays, sick leave or other cumulative benefits.

(c) Article 28 (holidays) and Article 14 (overtime), except for the provisions of 14.06 (b) and (c) do not apply. Any work performed on New Year's Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day or Christmas Day shall be compensated at one and one-half (1½) times the all-inclusive rate.

(d) They will not be entitled to access previously accumulated sick leave credits.

(e) The provisions of Article 32 do not apply to temporary employees.

Other Articles that also apply to part-time employees in this collective agreement include but are not limited to:

- (a) ARTICLE 14 – OVERTIME
- (b) ARTICLE 18 – MERITORIOUS INCREASE
- (c) ARTICLE 40 – BLUE CROSS/BLUE SHIELD
- (d) ARTICLE 43 – RETIREMENT ALLOWANCE
- (e) ARTICLE 44 – PENSIONS

57.03 Election for Conversion

(a) Present part-time employees who are paid in accordance with Section 57.02 may at any time elect to be paid on a prorated basis in accordance with Section 57.01 above.

(b) Part-time employees who elect to be paid on a prorated basis cannot revert to the all-inclusive rate of pay.

(c) Part-time employees who transfer to another position through job postings subsequent to the signing of this collective agreement shall be paid on a prorated basis.

57.04 A leave of absence without pay for part-time and temporary employees on the all-inclusive rate shall be granted on a yearly basis for a period of time of at least three weeks upon application not later than the time specified for full and part-time employees not on the all-inclusive rate to apply for vacation to the Hospital. The time this period shall be taken will be subject to approval from the Hospital.

57.05 Casual employees rate of pay:

(a) Casual employees shall only be paid for hours worked.

(b) Casual employees shall be paid the all-inclusive rate in accordance with 57.02.

57.06 The Hospital may implement a system of direct deposit with a financial institution, of the employee's choice, insured under the *Canada Deposit Insurance Corporation Act*.

ARTICLE 58 – TERMS AND CONDITIONS OF EMPLOYMENT FOR A CASUAL EMPLOYEE WITH LESS THAN SIX MONTHS CONTINUOUS SERVICE

58.01 The provisions of this Article shall constitute the entire terms and conditions of employment for A Casual Employee with Less than Six Months Continuous Service.

58.02 Status of Employment

In accordance with section 63.1(2) of the *Public Service Labour Relations Act*, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status.

As per the above, it is understood that A Casual Employee with Less than Six Months Continuous Service do not hold permanent employment within the Public Service.

58.03 Seniority

Seniority for A Casual Employee with Less than Six Months Continuous Service shall be the number of hours of service in casual employment, excluding overtime, in Part III of the Public Service from June 17, 2010. Service will only include hours actually worked by A Casual Employee with Less than Six Months Continuous Service.

A Casual Employee with Less than Six Months Continuous Service 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 Casual Employees with Less than Six Months Continuous Service.

A Casual Employee with Less than Six Months Continuous Service may only use their seniority in accordance with Article 58. The unit of operation for the application of seniority shall be within the facility in which the Casual Employee with Less than Six Months Continuous Service has been hired.

58.04 Union Dues

Article 9 shall apply.

58.05 Rate of Pay

A Casual Employee with Less than Six Months Continuous Service shall be paid the all-inclusive rate payable under the Collective Agreement (Article 57.02 (a), (b) & (c)) for the classification in which the Casual Employee with Less than Six Months Continuous Service is working.

58.06 Grievances

A Casual Employee with Less than Six Months Continuous Service shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under Article 58. Such grievance shall be lodged at step one of the grievance procedure outlined in Article 11.04.

Articles 11.05, 11.06, 11.07, 11.08, and 11.09 shall apply.

58.07 Leaves of Absence

A Casual Employee with Less than Six Months Continuous Service is entitled to leaves of absence without pay, as outlined in the *Employment Standards Act*.

Individuals on the casual employee list who are unavailable for work due to maternity leave and/or child care leave, illness or disability will advise the Employer when they become available for casual work.

58.08 Uniforms

Where the Employer requires a Casual Employee with Less than Six Months Continuous Service to wear a uniform in the course of their duties, such uniform shall be provided by the Employer. Uniforms shall remain the property of the Employer.

58.09 Posting of Vacancies

Where the Employer has posted a vacancy and there has been no successful Full-time, Part-time, Casual or Temporary Employee applicant, in accordance with article 48.03, the Employer will then consider Casual Employees with Less than Six Months Continuous Service applicants for positions under article 48 on the basis of their skill, ability and qualifications. Where skills, qualifications, and ability are relatively equal amongst the Casual Employees with Less than Six Months Continuous Service applicants, vacancies shall be filled on the basis of seniority within the Hospital.

58.10 Applicability of the Collective Agreement

(a) The following articles of the Collective Agreement are not applicable to A Casual Employee with Less than Six Months Continuous Service (except as otherwise indicated in this article):

- Article 10.02 and 10.04 – Liaison Officer
- Article 11 – Grievance Procedure (except as specified in 58.06)
- Article 13 – Discipline
- Article 14 – Hours of Work and Overtime
- Article 15 – Standby, Call Back and Shift Differential
- Article 18 – Meritorious Increase
- Article 20 – Temporary Assignment
- Article 21.04 - Position Classification
- Article 22 – Seniority (See 58.03 above)
- Article 23 – Probationary Period
- Article 25 – Layoff and Recall
- Article 26 – Resignations
- Article 27 – Vacation
- Article 28 – Holidays
- Article 29 – Sick Leave
- Article 30 – Maternity Leave
- Article 31.01 (b), (c) – Education Leave
- Article 32 – Emergency Leave
- Article 33 – Miscellaneous Leave
- Article 34 - Bereavement Leave
- Article 35 – Pallbearer Leave
- Article 36 – Court Leave
- Article 37 – Time Off for Union Business
- Article 39 – Group Life and Long Term Disability Insurance
- Article 40 – Blue Cross/Blue Shield
- Article 41.02, 41.03 and 41.04 – Injured on Duty
- Article 42 – Retirement
- Article 43 – Retirement Allowance
- Article 44.02 – Pensions
- Article 46 – Transfer of Benefits
- Article 47 – Portability
- Article 48 – Posting of Vacancies (see 58.09 above)
- Article 49 – Reduction in Hours
- Article 52 – Uniforms (See 58.08 above)
- Article 56 - Salaries
- Article 57– Part-time/Casual/Temporary Employees (except 57.05, 57.06)

Article 59 – Contracting Out
Article 60- Technological Change
Article 61 – Merger and Amalgamation
Letter of Intent re: article 49.01- Temporary reduction of hours from full-time to part-time (2 of them)
Letter of Intent re: Temporary Reduction of Hours by Full-Time Employees (PSSA)
Letter of Intent re: Transfer of Public Health and Mental Health Services to Part III
Letter of Agreement Re: Definition of “region” for the application of Article 25.04 only

(b) The following articles of the Collective Agreement shall be applicable to A Casual Employee with Less than Six Months Continuous Service (except as otherwise indicated in this article):

Article 1- Recognition
Article 2 – Application of Agreement
Article 3 – Provincial Security
Article 4 – Future Legislation and the Collective Agreement
Article 5 – Definitions
Article 6 –Management Rights
Article 7 – Discrimination
Article 8 – Strikes and Lockouts
Article 9 – Union Security
Article 10.01 and 10.03 – Liaison Officer
Article 12 – Adjudication
Article 16 – Retroactivity
Article 17 – Rate of Pay on Promotion
Article 19 – Anniversary Date
Article 21.01, 21.02 and 21.03 – Position Classification
Article 24 – Seniority List
Article 31.01 (a) – Education Leave
Article 38 – Safety and Health
Article 41.01 – Injured on Duty
Article 44.01 – Pensions
Article 45 – Travel Regulations
Article 50 – Employer-Employee Relations Committee
Article 51 – Liability Protection
Article 53 – Bulletin Boards
Article 54 – Communications
Article 55 – Printing and translation of Agreement
Article 62 - Duration and Termination
Letter of Understanding: Workplace Health and Safety
Letter of Understanding: Respectful Workplace

ARTICLE 59- CONTRACTING OUT

59.01 Except in case of emergency, the Hospital agrees to give the Unit notice in writing, at least one hundred and eighty (180) days prior to contracting out any work which may result in the layoff of any employee in the Bargaining Unit.

59.02 Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor or with some other Department of the Hospital.

ARTICLE 60 - TECHNOLOGICAL CHANGE

60.01 Technological change means the introduction of equipment or material of a different nature or kind than that previously used by the Employer (Hospital) and a change in the manner in which the Hospital carries on its operations that is directly related to the introduction of that equipment or material.

60.02 When the Hospital is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit the Hospital agrees to notify the employees and the Union at least three months in advance of such intention.

60.03 If as a result of a change in technology the Hospital 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 Hospital's expense without loss of pay to the employee.

60.04 If after a reasonable period of training the employee is unable to acquire sufficient competence, the Hospital shall make every reasonable effort to retain the employee in such position as may be available within the competence of the employee.

60.05 Should technological change result in layoff of an employee, the affected employee shall be laid off in accordance with the layoff provisions of this agreement.

ARTICLE 61 - MERGER AND AMALGAMATION

61.01 Except in cases of emergency, should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital or should any Hospital take over any of the operations or functions of another Hospital, the Hospital agrees to give the Union notice in writing ninety (90) days prior to any intent by the Hospital to implement the above.

61.02 Discussion will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuous employment in their current classification for employees affected in the Bargaining Unit. Any employee affected by such take over, shall be offered alternate employment subject to Article 48 with their present Hospital or the other Hospital, and in the latter case, seniority of employees in the amalgamated Hospitals or service shall be considered as one (1) list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 25.

61.03 Where a new Hospital is planned to replace an existing facility(ies), no new employee shall be hired until the employees at the existing facility(ies) have been allocated to available positions. Employees hired in the new facility will be allocated to their previous position, to a similar position, or to another position but with their previous rate maintained until the wage rate in the new position equals or exceeds it.

61.04 If as a result of a merger or amalgamation the Hospital requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during hours of work whenever possible. Any such required training due to merger and amalgamation shall be at the Hospital's expense without loss of pay to the employee.

ARTICLE 62 - DURATION AND TERMINATION

62.01 Subject to the provisions of Article 16 of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning April 1, 2019, and ending on March 31, 2024, and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

62.02 Any specific changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.

62.03 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

IN WITNESS WHEREOF the parties have signed this 21st day of January, 2022.

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guyline Godin

SCHEDULE A							
HOURLY RATES							
EFFECTIVE APRIL 1 , 2019							
2.0%							
	A	B	C	D	E	F	G
Audiologist / Speech Language Pathologist 1	36.5079	38.2141	40.1040	41.9018	43.9933	45.9819	
Audiologist / Speech Language Pathologist 2	38.2328	40.1040	41.9018	43.9933	46.1210	48.2062	
Clinical Coordinator-Integrated Service Delivery	35.8472	37.4603	39.1461	40.9076	42.7484		
Clinical Psychologist 2 (H.C.)	39.7377	41.6586	43.7532	45.8300	47.9019		
Criminologist	24.3733	25.5350	26.7520	28.0270	29.3627	30.7622	32.2283
Dietitian 1	29.2268	30.9462	32.9641	34.9264	36.6831	38.3414	
Dietitian 2 **	34.8525	36.4696	38.2712	40.2996	42.1816	44.0882	
Dietitian 3 ***	37.0083	38.9179	40.9105	42.9438	45.0566	46.9760	
Kinesiologist	24.3733	25.5350	26.7520	28.0270	29.3627	30.7622	32.2283
Medical Physicist Assistant	29.3923	31.3613	33.3913	35.4819	37.0863		
Medical Physicist 1	55.7989	58.4987	61.3026	64.2275	67.1310		
Medical Physicist 2	68.3985	71.7389	75.2522	78.6794	82.2359		
Midwife 1	35.2571	37.0089	38.7193	40.7652	42.7238		
Midwife 2	44.9311	47.1526	49.5352	51.7714			
Occupational Therapist 1 **	34.7238	35.7759	36.7311	37.8441	39.6303	41.4216	
Occupational Therapist 2 **	37.7725	38.8188	39.9911	41.1228	43.1173	45.0662	
Occupational Therapist 3 ***	39.6801	40.8348	42.0516	43.2249	45.3472	47.2790	
Pharmacist 1	38.9167	40.9729	42.9356	45.1596	47.3839	49.5260	
Pharmacist 2	40.9729	42.9356	45.1596	47.3839	49.7766	52.0270	
Pharmacist 3	42.9356	45.1596	47.3839	49.7766	52.2065	54.5665	
Pharmacist 5 (H.C.)	45.1596	47.3839	49.7766	52.2065	54.8983	57.3801	
Physiotherapist 1	32.1267	33.1009	33.9831	35.0125	36.6667	38.3241	
Physiotherapist 2 **	36.2959	37.3013	38.4278	39.5153	41.4318	43.3045	
Physiotherapist 3 ***	38.1289	39.2385	40.4078	41.5351	43.5745	45.4308	
Psychologist 1	38.0451	40.0159	41.8606	43.8311	45.8130		
Psychologist 2	39.9470	42.0172	43.9536	46.0230	48.1032		
Psychometrist 1	31.8147	33.3824	35.0910	36.8190	38.4836		
Psychometrist 2	32.5554	34.2207	35.9068	37.6509	39.3531		
Psychometry Assistant	29.1013	31.0509	33.0609	35.1306	36.7190		
Recreation Therapist 1	30.3847	32.2112	34.2003	36.4127	38.0590		
Recreation Therapist 2	31.9037	33.8218	35.9105	38.2334	39.9618		
Social Worker 1	29.1470	30.9346	32.9409	34.5643	36.2422	37.9206	39.6347
Social Worker 2	30.4790	32.3484	34.4466	39.6539	41.4463		
Social Worker 3	36.0419	37.7018	39.5988	41.3859	43.2569		
Unlicensed Pharmacist	37.1971	38.9167	40.9729	42.9356	45.1036	47.1431	
** Includes Pay Equity adjustment.							
***Includes Compression and Inversion adjustments.							
Criminologist/Kinesiologist introduced Jan.17,2020.							

SCHEDULE A							
HOURLY RATES							
EFFECTIVE OCTOBER 1, 2019							
PAY EQUITY AND COMPRESSION & INVERSION ADJUSTMENTS							
	A	B	C	D	E	F	G
Dietitian 2 **	35.0280	36.6533	38.4639	40.5025	42.3940	44.3102	
Dietitian 3 ***	37.1946	39.1138	41.1165	43.1600	45.2834	47.2125	
Occupational Therapist 1 **	34.8734	35.9301	36.8894	38.0072	39.8011	41.6001	
Occupational Therapist 2 **	38.0025	39.0552	40.2347	41.3733	43.3799	45.3407	
Occupational Therapist 3 ***	39.9217	41.0834	42.3077	43.4881	45.6233	47.5669	
Physiotherapist 2 **	36.4409	37.4503	38.5813	39.6732	41.5973	43.4775	
Physiotherapist 3 ***	38.2812	39.3951	40.5691	41.7010	43.7485	45.6122	
** Includes Pay Equity adjustment.							
*** Includes Compression and Inversion adjustments.							

SCHEDULE A							
HOURLY RATES							
EFFECTIVE APRIL 1 , 2020							
2.0%							
	A	B	C	D	E	F	G
Audiologist / Speech Language Pathologist 1	37.2381	38.9784	40.9061	42.7398	44.8732	46.9015	
Audiologist / Speech Language Pathologist 2	38.9975	40.9061	42.7398	44.8732	47.0434	49.1703	
Clinical Coordinator-Integrated Service Delivery	36.5641	38.2095	39.9290	41.7258	43.6034		
Clinical Psychologist 2 (H.C.)	40.5325	42.4918	44.6283	46.7466	48.8599		
Criminologist	24.8608	26.0457	27.2870	28.5875	29.9500	31.3774	32.8729
Dietitian 1	29.8113	31.5651	33.6234	35.6249	37.4168	39.1082	
Dietitian 2 **	35.9075	37.5736	39.4297	41.5195	43.4585	45.4228	
Dietitian 3 ***	38.1285	40.0960	42.1489	44.2437	46.4205	48.3980	
Kinesiologist	24.8608	26.0457	27.2870	28.5875	29.9500	31.3774	32.8729
Licensed Counseling Therapist	32.3680	33.9120	35.5296	37.2244	39.0000		
Medical Physicist Assistant	29.9801	31.9885	34.0591	36.1915	37.8280		
Medical Physicist 1	56.9149	59.6687	62.5287	65.5121	68.4736		
Medical Physicist 2	69.7665	73.1737	76.7572	80.2530	83.8806		
Midwife 1	35.9622	37.7491	39.4937	41.5805	43.5783		
Midwife 2	45.8297	48.0957	50.5259	52.8068			
Occupational Therapist 1 **	35.7235	36.8060	37.7887	38.9337	40.7713	42.6142	
Occupational Therapist 2 **	38.9973	40.0775	41.2878	42.4563	44.5154	46.5275	
Occupational Therapist 3 ***	40.9667	42.1588	43.4151	44.6264	46.8176	48.8120	
Pharmacist 1	39.6950	41.7924	43.7943	46.0628	48.3316	50.5165	
Pharmacist 2	41.7924	43.7943	46.0628	48.3316	50.7721	53.0675	
Pharmacist 3	43.7943	46.0628	48.3316	50.7721	53.2506	55.6578	
Pharmacist 5 (H.C.)	46.0628	48.3316	50.7721	53.2506	55.9963	58.5277	
Physiotherapist 1	32.7692	33.7629	34.6628	35.7128	37.4000	39.0906	
Physiotherapist 2 **	37.3176	38.3513	39.5095	40.6276	42.5981	44.5235	
Physiotherapist 3 ***	39.2022	40.3430	41.5452	42.7043	44.8011	46.7096	
Psychologist 1	38.8060	40.8162	42.6978	44.7077	46.7293		
Psychologist 2	40.7459	42.8575	44.8327	46.9435	49.0653		
Psychometrist 1	32.4510	34.0500	35.7928	37.5554	39.2533		
Psychometrist 2	33.2065	34.9051	36.6249	38.4039	40.1402		
Psychometry Assistant	29.6833	31.6719	33.7221	35.8332	37.4534		
Recreation Therapist 1	30.9924	32.8554	34.8843	37.1410	38.8202		
Recreation Therapist 2	32.5418	34.4982	36.6287	38.9981	40.7610		
Social Worker 1	29.7299	31.5533	33.5997	35.2556	36.9670	38.6790	40.4274
Social Worker 2	31.0886	32.9954	35.1355	40.4470	42.2752		
Social Worker 3	36.7627	38.4558	40.3908	42.2136	44.1220		
Unlicensed Pharmacist	37.9410	39.6950	41.7924	43.7943	46.0057	48.0860	
** Includes Pay Equity adjustment.							
***Includes Compression and Inversion adjustments.							
Licensed Counselling Therapist introduced March 15,2021							

SCHEDULE A							
HOURLY RATES							
EFFECTIVE OCTOBER 1 , 2020 (PSYCHOLOGISTS RECEIVING A 10% ADJ) (PHYSIOTHERAPIST A 2.0% ADJ)							
PAY EQUITY AND COMPRESSION & INVERSION ADJUSTMENTS							
	A	B	C	D	E	F	G
Clinical Psychologist 2 (H.C.)	44.5858	46.7410	49.0911	51.4213	53.7459		
Dietitian 2 **	36.0830	37.7572	39.6224	41.7224	43.6709	45.6448	
Dietitian 3 ***	38.3149	40.2919	42.3549	44.4599	46.6473	48.6345	
Occupational Therapist 1 **	35.8732	36.9601	37.9470	39.0967	40.9421	42.7927	
Occupational Therapist 2 **	39.2273	40.3139	41.5314	42.7068	44.7780	46.8020	
Occupational Therapist 3 ***	41.2084	42.4075	43.6713	44.8897	47.0938	49.1000	
Physiotherapist 1	33.4246	34.4382	35.3561	36.4271	38.1480	39.8724	
Physiotherapist 2 **	38.2118	39.2703	40.4563	41.6012	43.6188	45.5904	
Physiotherapist 3 ***	40.1416	41.3097	42.5407	43.7276	45.8746	47.8289	
Psychologist 1	42.6866	44.8978	46.9676	49.1785	51.4022		
Psychologist 2	44.8205	47.1433	49.3160	51.6379	53.9718		
Psychometrist 1	35.6961	37.4550	39.3721	41.3109	43.1786		
Psychometrist 2	36.5272	38.3956	40.2874	42.2443	44.1542		
** Includes Pay Equity adjustment.							
***Includes Compression and Inversion adjustments.							

SCHEDULE A							
HOURLY RATES							
EFFECTIVE APRIL 1 , 2021							
2.0%							
	A	B	C	D	E	F	G
Audiologist / Speech Language Pathologist 1	37.9829	39.7580	41.7242	43.5946	45.7707	47.8395	
Audiologist / Speech Language Pathologist 2	39.7775	41.7242	43.5946	45.7707	47.9843	50.1537	
Clinical Coordinator-Integrated Service Delivery	37.2954	38.9737	40.7276	42.5603	44.4755		
Clinical Psychologist 2 (H.C.)	45.4775	47.6758	50.0729	52.4497	54.8208		
Criminologist	25.3580	26.5666	27.8327	29.1593	30.5490	32.0049	33.5304
Dietitian 1	30.4075	32.1964	34.2959	36.3374	38.1651	39.8904	
Dietitian 2 **	36.9836	38.6997	40.6114	42.7638	44.7609	46.7841	
Dietitian 3 ***	39.2713	41.2977	43.4121	45.5697	47.8117	49.8485	
Kinesiologist	25.3580	26.5666	27.8327	29.1593	30.5490	32.0049	33.5304
Licensed Counselling Therapist	33.0154	34.5902	36.2402	37.9689	39.7800		
Medical Physicist Assistant	30.5797	32.6283	34.7403	36.9153	38.5846		
Medical Physicist 1	58.0532	60.8621	63.7793	66.8223	69.8431		
Medical Physicist 2	71.1618	74.6372	78.2923	81.8581	85.5582		
Midwife 1	36.6814	38.5041	40.2836	42.4121	44.4499		
Midwife 2	46.7463	49.0576	51.5364	53.8629			
Occupational Therapist 1 **	36.7432	37.8566	38.8673	40.0450	41.9351	43.8306	
Occupational Therapist 2 **	40.2465	41.3614	42.6105	43.8164	45.9414	48.0180	
Occupational Therapist 3 ***	42.2790	43.5094	44.8059	46.0560	48.3174	50.3757	
Pharmacist 1	40.4889	42.6282	44.6702	46.9841	49.2982	51.5268	
Pharmacist 2	42.6282	44.6702	46.9841	49.2982	51.7875	54.1289	
Pharmacist 3	44.6702	46.9841	49.2982	51.7875	54.3156	56.7710	
Pharmacist 5 (H.C.)	46.9841	49.2982	51.7875	54.3156	57.1162	59.6983	
Physiotherapist 1	34.0931	35.1270	36.0632	37.1556	38.9110	40.6698	
Physiotherapist 2 **	39.1240	40.2077	41.4220	42.5942	44.6601	46.6787	
Physiotherapist 3 ***	41.0998	42.2958	43.5562	44.7714	46.9697	48.9706	
Psychologist 1	43.5403	45.7958	47.9070	50.1621	52.4302		
Psychologist 2	45.7169	48.0862	50.3023	52.6707	55.0512		
Psychometrist 1	36.4100	38.2041	40.1595	42.1371	44.0422		
Psychometrist 2	37.2577	39.1635	41.0931	43.0892	45.0373		
Psychometry Assistant	30.2770	32.3053	34.3965	36.5499	38.2025		
Recreation Therapist 1	31.6122	33.5125	35.5820	37.8838	39.5966		
Recreation Therapist 2	33.1926	35.1882	37.3613	39.7781	41.5762		
Social Worker 1	30.3245	32.1844	34.2717	35.9607	37.7063	39.4526	41.2359
Social Worker 2	31.7104	33.6553	35.8382	41.2559	43.1207		
Social Worker 3	37.4980	39.2249	41.1986	43.0579	45.0044		
Unlicensed Pharmacist	38.6998	40.4889	42.6282	44.6702	46.9258	49.0477	
** Includes Pay Equity adjustment.							
***Includes Compression and Inversion adjustments.							

SCHEDULE A							
HOURLY RATES							
EFFECTIVE APRIL 1 , 2022							
2.0%							
	A	B	C	D	E	F	G
Audiologist / Speech Language Pathologist 1	38.7426	40.5532	42.5587	44.4665	46.6861	48.7963	
Audiologist / Speech Language Pathologist 2	40.5731	42.5587	44.4665	46.6861	48.9440	51.1568	
Clinical Coordinator-Integrated Service Delivery	38.0413	39.7532	41.5422	43.4115	45.3650		
Clinical Psychologist 2 (H.C.)	46.3871	48.6293	51.0744	53.4987	55.9172		
Criminologist	25.8652	27.0979	28.3894	29.7425	31.1600	32.6450	34.2010
Dietitian 1	31.0157	32.8403	34.9818	37.0641	38.9284	40.6882	
Dietitian 2	37.7233	39.4737	41.4237	43.6191	45.6561	47.7198	
Dietitian 3	40.0566	42.1236	44.2803	46.4810	48.7679	50.8454	
Kinesiologist	25.8652	27.0979	28.3894	29.7425	31.1600	32.6450	34.2010
Licensed Counselling Therapist	33.6757	35.2820	36.9650	38.7283	40.5756		
Medical Physicist Assistant	31.1913	33.2809	35.4351	37.6536	39.3563		
Medical Physicist 1	59.2143	62.0793	65.0549	68.1587	71.2400		
Medical Physicist 2	72.5850	76.1299	79.8581	83.4953	87.2694		
Midwife 1	37.4150	39.2742	41.0893	43.2603	45.3389		
Midwife 2	47.6812	50.0388	52.5671	54.9402			
Occupational Therapist 1	37.4781	38.6137	39.6447	40.8459	42.7738	44.7072	
Occupational Therapist 2	41.0515	42.1886	43.4627	44.6927	46.8603	48.9784	
Occupational Therapist 3	43.1246	44.3795	45.7020	46.9771	49.2837	51.3832	
Pharmacist 1	41.2987	43.4808	45.5636	47.9238	50.2842	52.5573	
Pharmacist 2	43.4808	45.5636	47.9238	50.2842	52.8233	55.2115	
Pharmacist 3	45.5636	47.9238	50.2842	52.8233	55.4019	57.9064	
Pharmacist 5 (H.C.)	47.9238	50.2842	52.8233	55.4019	58.2585	60.8923	
Physiotherapist 1	34.7750	35.8295	36.7845	37.8987	39.6892	41.4832	
Physiotherapist 2	39.9065	41.0119	42.2505	43.4462	45.5533	47.6123	
Physiotherapist 3	41.9218	43.1418	44.4274	45.6669	47.9092	49.9501	
Psychologist 1	44.4111	46.7117	48.8651	51.1653	53.4788		
Psychologist 2	46.6312	49.0479	51.3083	53.7241	56.1522		
Psychometrist 1	37.1382	38.9682	40.9627	42.9798	44.9230		
Psychometrist 2	38.0029	39.9468	41.9150	43.9510	45.9380		
Psychometry Assistant	30.8825	32.9514	35.0844	37.2809	38.9666		
Recreation Therapist 1	32.2444	34.1828	36.2936	38.6415	40.3885		
Recreation Therapist 2	33.8565	35.8920	38.1085	40.5737	42.4077		
Social Worker 1	30.9310	32.8281	34.9571	36.6799	38.4604	40.2417	42.0606
Social Worker 2	32.3446	34.3284	36.5550	42.0810	43.9831		
Social Worker 3	38.2480	40.0094	42.0226	43.9191	45.9045		
Unlicensed Pharmacist	39.4738	41.2987	43.4808	45.5636	47.8643	50.0287	

SCHEDULE A							
HOURLY RATES							
EFFECTIVE APRIL 1 , 2023							
2.0%							
	A	B	C	D	E	F	G
Audiologist / Speech Language Pathologist 1	39.5175	41.3643	43.4099	45.3558	47.6198	49.7722	
Audiologist / Speech Language Pathologist 2	41.3846	43.4099	45.3558	47.6198	49.9229	52.1799	
Clinical Coordinator-Integrated Service Delivery	38.8021	40.5483	42.3730	44.2797	46.2723		
Clinical Psychologist 2 (H.C.)	47.3148	49.6019	52.0959	54.5687	57.0355		
Criminologist	26.3825	27.6399	28.9572	30.3374	31.7832	33.2979	34.8850
Dietitian 1	31.6360	33.4971	35.6814	37.8054	39.7070	41.5020	
Dietitian 2	38.4778	40.2632	42.2522	44.4915	46.5693	48.6742	
Dietitian 3	40.8578	42.9661	45.1660	47.4107	49.7433	51.8624	
Kinesiologist	26.3825	27.6399	28.9572	30.3374	31.7832	33.2979	34.8850
Licensed Counselling Therapist	34.3492	35.9876	37.7043	39.5029	41.3871		
Medical Physicist Assistant	31.8151	33.9465	36.1438	38.4067	40.1434		
Medical Physicist 1	60.3986	63.3209	66.3560	69.5219	72.6648		
Medical Physicist 2	74.0367	77.6525	81.4553	85.1652	89.0148		
Midwife 1	38.1633	40.0597	41.9111	44.1255	46.2457		
Midwife 2	48.6348	51.0396	53.6184	56.0390			
Occupational Therapist 1	38.2276	39.3859	40.4375	41.6628	43.6293	45.6013	
Occupational Therapist 2	41.8726	43.0324	44.3320	45.5866	47.7976	49.9580	
Occupational Therapist 3	43.9871	45.2672	46.6161	47.9167	50.2694	52.4109	
Pharmacist 1	42.1247	44.3504	46.4749	48.8823	51.2899	53.6084	
Pharmacist 2	44.3504	46.4749	48.8823	51.2899	53.8798	56.3157	
Pharmacist 3	46.4749	48.8823	51.2899	53.8798	56.5099	59.0645	
Pharmacist 5 (H.C.)	48.8823	51.2899	53.8798	56.5099	59.4237	62.1101	
Physiotherapist 1	35.4705	36.5461	37.5202	38.6567	40.4830	42.3129	
Physiotherapist 2	40.7046	41.8321	43.0954	44.3150	46.4643	48.5645	
Physiotherapist 3	42.7602	44.0045	45.3159	46.5802	48.8673	50.9490	
Psychologist 1	45.2993	47.6459	49.8424	52.1886	54.5484		
Psychologist 2	47.5638	50.0289	52.3345	54.7986	57.2752		
Psychometrist 1	37.8810	39.7476	41.7820	43.8394	45.8215		
Psychometrist 2	38.7630	40.7457	42.7533	44.8300	46.8568		
Psychometry Assistant	31.5002	33.6104	35.7861	38.0265	39.7459		
Recreation Therapist 1	32.8893	34.8665	37.0195	39.4143	41.1963		
Recreation Therapist 2	34.5336	36.6098	38.8707	41.3852	43.2559		
Social Worker 1	31.5496	33.4847	35.6562	37.4135	39.2296	41.0465	42.9018
Social Worker 2	32.9915	35.0150	37.2861	42.9226	44.8628		
Social Worker 3	39.0130	40.8096	42.8631	44.7975	46.8226		
Unlicensed Pharmacist	40.2633	42.1247	44.3504	46.4749	48.8216	51.0293	

LETTER OF UNDERSTANDING

RE: Workplace Health and Safety

It is hereby agreed and understood that both the Employer and the Union are committed to maintaining a safe and secure working environment as defined in the *New Brunswick Occupational Health and Safety Act*, Chapter 0-0.2 and its Regulations. It is further understood that both parties, as well as all employees, have an obligation under this legislation to work together to promote safety and to attempt to recognize and resolve related problems should they arise.

An employee's *Right to Refuse* to do any act or duty assigned by the Employer including but not limited to those pertaining to (a) travel as part of employment (b) entering a patient's home or (c) the potential for endangerment of their own or any other employee's health and safety are described in and governed by Sections 19 through 23 of the Act.

The provisions of this Act and its Regulations as amended from time to time apply to each Regional Health Authority and EM/ANB Inc. An employee lodging a complaint regarding unsafe working conditions may be assisted by a Union representative.

Dated at Fredericton, New Brunswick this 21st day of January, 2022.

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guyline Godin

LETTER OF UNDERSTANDING

Re: Respectful Workplace

It is hereby agreed and understood that both the Employer and the Union are committed to maintaining a working environment free from harassment and abuse as defined in the Treasury Board Respectful Workplace Policy. It is further understood that both parties, as well as the employees, have an obligation under the Respectful Workplace Policy to work together to promote respectful workplaces and to prevent harassment and to attempt to recognize and resolve such problems should they arise. Where feasible, informal resolution is encouraged.

The provisions of the above-mentioned Respectful Workplace Policy, as amended from time to time, apply to each Regional Health Authority and EM/ANB Inc. Individual copies of the Respectful Workplace Policy shall be made available through the Hospital Human Resources Department.

An employee lodging a complaint under this Respectful Workplace Policy may be assisted by an Union representative.

Dated at Fredericton, New Brunswick this 21st day of January, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

Leigh Sprague

Ernie Steeves

Susie Proulx-Daigle

Dorothy Shephard

Guyline Godin

**LETTER OF INTENT
between**

**Treasury Board as represented by the
Hospital Corporations. Part III of the Public Service**

and

**New Brunswick Union of Public and Private Employees
Group: Specialized Health Care Professionals**

The parties in recognition of the language and intent of Article 49.01 of this agreement, providing that an employee may apply to reduce his/her hours from full-time to part-time on a temporary basis, do hereby sanction that:

[1] where the request is granted the full-time employee would be considered on a leave of absence from the full-time position as it relates to pension eligibility; and would

[2] maintain eligibility in the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals with the option of earning pensionable service on a pro-rated or full-service basis depending on the contribution option selected; and

[3] election would be subject to the applicable Revenue Agency Purchase Maximums; and

[4] the contribution option would trigger the Employer contribution level; and

[5] for all other provisions of the collective agreement. the employee would be considered as a part-time employee. and would accrue and use benefits on a part-time basis; and

[6] at the conclusion of the agreed leave period they shall be returned to the former full- time position; and

[7] where mutually agreed. the employee may return to full-time status prior to the originally established period of leave; and

[8] this Letter is intended for the effective administration of Article 49.01 and shall expire at such time as the terms of that Article are amended or deleted from the agreement.

Dated at Fredericton, New Brunswick this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guylaine Godin

LETTER OF INTENT

between

Treasury Board as represented by the

Hospital Corporations. Part III of the Public Service

and

**New Brunswick Union of Public and Private Employees
Group: Specialized Health Care Professionals**

RE: Temporary Reduction of Hours by Full-Time Employees (PSSRP)

The parties agree that in recognition of the language and intent of Article 49.01 of this agreement that the following shall apply to employees who were transferred on or before November 28, 2005 from Part I to Part III, and who remain in the pension plan governed by the Public Service Shared Risk Plan for the duration of the collective agreement:

[1] where the request is granted, the full-time employee would be deemed on a leave of absence from their full-time position as it relates to pension eligibility; and

[2] maintain eligibility in the pension governed by the Public Service Shared Risk Plan and would remain contributors on a full-service basis; and

[3] the reduced work arrangement must be submitted in writing to the Pension & Employee Benefits Division to ensure employee eligibility subject to the applicable Canada Revenue Agency Purchase Maximums; and

[4] for all other provisions of the collective agreement, the employee would be considered as a part-time employee, and would accrue and use benefits on a part-time basis; and

[5] at the conclusion of the agreed leave period they shall be returned to the former full-time position; and

[6] where mutually agreed, the employee may return to full-time status prior to the originally established period of leave; and

[7] this Letter is intended for the effective administration of Article 49.01 and shall expire at such time as the terms of that Article are amended or deleted from the agreement.

Dated at Fredericton, New Brunswick this 21st day of January, 2022.

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guyline Godin

**LETTER OF INTENT
between**

**Treasury Board as represented by the Hospital Corporations.
Part III of the Public Service**

and

**The New Brunswick Union of Public and Private Employees.
Group: Specialized Health Care Professionals**

The parties, in recognition of the language and intent of Article 49.01 of this agreement, providing that an employee may apply to reduce his/her hours from full-time to part-time do hereby sanction that:

for an employee who was transferred from Part I to Part III and who maintained participation in the pension governed by the Public Service Shared Risk (PSSRP):

[1] where the request is granted, the employee may take advantage of the Public Service Superannuation Act:- sanctioned provision to reduce from full-time to part-time status within five [5] years of the eligible retirement date, wherein the employee may continue participation in the Plan for full-time employees. as specified in that Act and its Regulations;

[2] for all other provisions of the collective agreement the employee would be considered as a part-time employee, and would accrue and use benefits on a part-time basis;

[3] where mutually agreed, the employee may return to full-time status prior to the retirement date.

Dated at Fredericton, New Brunswick this 21st day of January, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

Leigh Sprague

Ernie Steeves

Susie Proulx-Daigle

Dorothy Shephard

Guyllaine Godin

LETTER OF INTENT

BETWEEN

Treasury Board

AND

**New Brunswick Union of Public and Private Employees.
Group: Specialized Health Care Professionals**

Re: Transfer of Public Health and Mental Health Services to Part III

Transferring employees will continue to receive the rate of standby and callback per Articles 16.08 and 16.09 respectively of the Rehabilitation and Therapy collective agreement entered into between the parties on November 12, 2002.

This Letter of Intent applies to present incumbents only and ceases to apply to a transferred employee once they leave their position in Public Health or Mental Health Services.

Dated this 21st day of January, 2022

Ernie Steeves

Leigh Sprague

Dorothy Shephard

Susie Proulx-Daigle

Guylaine Godin

For the Employer

For the Union

For Information Purposes:

- 16.08 Minimum Call-Back Time – An employee who is required to work outside his regular working hours shall be compensated for a minimum of two (2) hours at the overtime rate.
- 16.09 On-Call – When an employee is advised that he is “on call” that is immediately available by direct telephone, he shall be compensated for one hour at the overtime rate in accordance with 16.06 (*one and one-half times – 1 1/2*) for each eight (8) hours that he is “on call” over and above the provisions of 16.08 and 16.10. When an employee is on call during a Statutory Holiday, he shall be compensated for two and one-half hours at the overtime rate for each eight (8) hours that he is “on call” over and above the provisions of 16.08 and 16.10.

LETTER OF AGREEMENT

between

**Treasury Board as represented by
The Hospital Boards of the Hospitals listed under Part III.
First Schedule of the
*Public Service Labour Relations Act***

and

**The New Brunswick Union of Public and Private Employees
GROUP: Specialized Health Care Professionals**

Re: Definition of “region” for the application of Article 25.04 only

The parties agree to the following definition of the term “region” for the purposes of the application of Article 25.04 (Layoff and Recall). The term “region” shall include the following eight (8) regions as identified in schedule A of the *Public Service Labour Relations Act* prior to September 2008:

Regional Health Authority 1 South-East
Regional Health Authority 1 Beauséjour
Regional Health Authority 2
Regional Health Authority 3
Regional Health Authority 4
Regional Health Authority 5
Regional Health Authority 6
Regional Health Authority 7

Dated at Fredericton this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Gyrlaine Godin

LETTER OF INTENT

BETWEEN

Treasury Board

AND

New Brunswick Union of Public and Private Employees.
Group: Specialized Health Care Professionals

RE: Pension

The Parties agree to jointly analyze and report on options for reducing the age of retirement for employees under the CBE SRP pension plan, including the financial implications for employees, the employer, and the pension plan.

Dated at Fredericton this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guylaine Godin

LETTER OF AGREEMENT

BETWEEN

Treasury Board

AND

New Brunswick Union of Public and Private Employees.
Group: Specialized Health Care Professionals

RE: Joint Job Evaluation

Whereas the parties are currently conducting a joint job evaluation study using a gender-neutral job evaluation methodology examining the internal relativities of the jobs covered by this collective agreement, and

Whereas the parties have previously agreed that the results of the joint job evaluation study will form the basis of negotiations of this collective agreement, and

Whereas the parties will meet to agree upon and accept the results of the joint job evaluation study,

The parties therefore agree that the results of the joint job evaluation study when completed will be implemented as follows:

Pay treatment on implementation

- I. When the Joint Steering Committee (JSC) has completed the weighting and banding exercise and passed those results on to the Union and the Employer; the Union and Employer agree to remove all prior/current wage adjustments (pay equity, market and/or resourcing adjustments) when determining wage rates for classifications to ensure internal relativity within the bargaining group is established.
- II. The parties agree that once internal relativity has been established, any prior/current wage adjustments removed in step (i), above, shall be added back on the following basis:
 - a. If the job study wage increase for a particular classification is greater than the prior/current wage adjustment removed in step (i), above, the prior/current wage adjustment is not added back.
 - b. If the job study wage increase for a particular classification is less than the amount of prior/current wage adjustments removed in step (i), above, only that portion of the prior/current wage adjustment which exceeds the job study wage increase shall be added back .
 - c. If there is no job study wage increase for a particular classification, the entire amount of prior/current wage adjustments removed in step (i) is added back.
 - d. The wage rates for any classification with a prior/current wage adjustment shall not decrease below the sum of the basic wage rate in the pay plan in place at the time of implementation plus the amount of the prior/current wage adjustment.
- III. For example, if PT has a 3.5% resource adjustment in place prior to the job study results, it is removed; job study provides a 3% adjustment, a resource adjustment of 0.5% is then required OR PT has a 3.5%

resource adjustment in place prior to job study results; job study provides a 6% adjustment, therefore the resourcing adjustment is dropped.

The results of the joint job evaluation study will be implemented effective 90 days from date the Joint Steering Committee (JSC) agree to weighting and banding of jobs;

- a. On this date, employees will be placed on the step with a value closest to, but not less than, the employee's rate of pay in effect on date JSC reach agreement.
- b. Where the employee's rate of pay in effect date JSC reach agreement exceeds the maximum rate of pay for the new pay group, then the employee will be deemed 'green-circled' until such times as the maximum rate of the new pay group catches up to the employee's green-circled rate of pay. An employee deemed 'green-circled' shall continue to receive the General Economic Increases.
- c. If an employee is erroneously assigned to a lower or higher classification as a result of the study, one of the following will apply:
 - i. If an employee is assigned to a lower classification: the employee will be placed in the higher classification on the step with a value closes to, but not less than, the employee's rate of pay in effect on date JSC reach agreement. Any pay adjustments will be retroactive to the implementation date of the joint job evaluation study.
 - ii. If an employee is assigned to a higher classification: the employee will be placed on step in the lower pay group based on the employee's rate of pay in effect on date JSC reach agreement. Any overpayment as a result of the error will be reimbursed by the employee.
- d. The implementation of the study results will not affect the anniversary date of an employee.

Classification structure on implementation

- e. Implementation of the study will take effect 90 days from the date JSC reach agreement.
- f. Classification specifications in effect prior to that date will be deleted and replaced with new classification specifications for the bargaining group.
- g. Unique positions that have been identified by the study as not falling within the bargaining group per the Occupational Categories and Group definitions will be treated as Present Incumbent Only (PIO). As each position is vacated, and if it is determined that the position is required to continue, the position will be submitted to the appropriate classification review process to determine proper classification.

Classification Maintenance

- h. If a classification is moved to a higher or lower pay band during classification maintenance current or future wage adjustments (pay equity, market and/or resourcing adjustments) may be amended, if deemed necessary by both parties.
- i. Classification decisions will be based on the application of the established job evaluation methodology.
- j. The parties agree to establish a Joint Classification Maintenance Committee (JCMC) and a Joint Steering Committee (JSC) for classification as set out in new language of Article 21 to be establish after the implementation -Position Classification of the Collective Agreement.

- k. Within 90 days of implementation of the job study results the JCMC will meet and develop terms of reference for approval by the JSC. By mutual agreement, the JCMC may call upon additional resources to address specific issues in the development of the terms of reference.
- l. The JCMC will have the exclusive authority to consider and decide on employee classification requests following completion of the validation process and upon approval of the terms of reference by the JSC.
- m. Employees may submit request for reclassification under the new classification structure once the terms of reference are approved.
- n. The effective date of any change of classification will be the date the Job Analysis Questionnaire is date-stamped received by the Human Resources Branch in the RHA.
- o. A decision of the JCMC is final and binding.
- p. In the event the JCMC is unable to reach consensus on any matter referred to the committee, the matter will be referred to the JSC.
- q. The JSC will consider any matter referred to it by the JCMC and provide a decision that is final and binding.

Dated at Fredericton this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague
Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves
Dorothy Shephard
Guylaine Godin

LETTER OF JOINT INTERPRETATION

BETWEEN

Treasury Board

AND

New Brunswick Union of Public and Private Employees.
Group: Specialized Health Care Professionals

RE: Family Responsibility Leave

The parties agree that the family responsibility leave provided in Article 33.03 of the collective agreement is intended to allow employees to attend to matters involving members of their immediate family. The parties agree that, in addition to the currently established practices, the following circumstances are considered appropriate reasons for which the employee may apply for family responsibility leave:

- Sports event involving a family member;
- School event such as graduation or concert;
- Moving a parent to a care institution;
- Moving a child to a post-secondary institution;
- Parent-teacher interview; and
- Illness in the family.

Dated at Fredericton this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guylaine Godin

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES,
SPECIALIZED HEALTH CARE PROFESSIONALS**

RE: One-Time Lump Sum Payment of \$500

In recognition of the member's contributions to the province's pandemic response, all members of this Bargaining Unit will receive a one-time lump sum payment of \$500 (gross). The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2020 to December 31, 2020 up to a maximum of \$500. The lump sum payment for full-time ten (10) month employees will not be subject to proration.

Signed at Fredericton, New Brunswick this 21st day of January, 2022

FOR THE UNION:

Leigh Sprague

Susie Proulx-Daigle

FOR THE EMPLOYER:

Ernie Steeves

Dorothy Shephard

Guylaine Godin