

**AGREEMENT**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**And**

**TREASURY BOARD**

**AS REPRESENTED BY THE  
HOSPITAL BOARDS OF THE HOSPITALS  
LISTED UNDER PART III  
FIRST SCHEDULE OF THE  
*PUBLIC SERVICE LABOUR RELATIONS ACT***

**GROUP: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION  
INSTITUTIONAL SERVICES  
PATIENT SERVICES**

**Expires: June 30, 2024**

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THIS AGREEMENT made and entered into this 14 day of December, 2021.

**BETWEEN:** THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Council of Hospital Unions, hereinafter called the "Union",

**AND:** TREASURY BOARD, as represented by the Boards of the Hospitals and other Institutions listed under Part III, First Schedule of the *Public Service Labour Relations Act*.

**ARTICLE 1 - PREAMBLE:**

1.01 It is the intention and purpose of the parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

**ARTICLE 2 - DEFINITIONS:**

2.01 (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 institution listed under Part III, First Schedule of the *Public Service Labour Relations Act*.

(c) "Union" shall mean the Canadian Union of Public Employees, New Brunswick Council of Hospital Unions.

(d) "Local" shall mean a hospital employee's organization chartered by the Canadian Union of Public Employees and affiliated to the New Brunswick Council of Hospital Unions.

(e) "Employee" shall mean a person who is in the bargaining unit because of meeting the definition of an employee in accordance with the *Public Service Labour Relations Act*.

(f) "Bargaining Unit" shall mean the employees covered by:

(i) the Certification No.011 HO 5a covering Institutional Services;

(ii) the Certification No. 023 HO 5b covering Patient Services; and

(iii) the Certification No. 010 HO 4a covering Clerical, Stenographic and Office Equipment Operation Group.

(g) "Day" - In all cases in this Agreement where the term "calendar day" is not used "workday" will apply.

(h) "Singular and Plural" - A word in the singular includes the plural and a word in the plural includes the singular.

(i) "Gender" - Throughout this Agreement words importing the masculine or feminine gender shall apply interchangeably.

(j) "Leave of Absence" shall mean the period an employee is absent from work with the approval of the Employer.

(k) "Regular Hours" shall mean any hours for which an employee

(i) is paid the straight time rate in accordance with Appendix B;

(ii) is paid the all-inclusive rate in accordance with Appendix B-1;

(iii) receives compensation benefits under the *Workers' Compensation Act* as provided in Article 43.02 (a); or

(iv) is granted leave of absence pursuant to Article 29.05.

(l) "Unit" shall mean a nursing unit

(m) "Station" shall mean an Ambulance New Brunswick Station

(n) "Ambulance New Brunswick Administrative Area" shall mean an assigned group of Ambulance New Brunswick stations within a designated geographical area.

2.02 Employees shall be subdivided into the following categories:

(a) "Full-time employee" - A person who normally works the number of hours provided for in the present agreement and who is hired for an indeterminate period.

(b) "Part-time employee" - A person who normally works on a regular basis a lesser number of hours than provided for in the present agreement, but more than fifty (50) hours within two (2) consecutive pay periods and is hired for an indeterminate period.

(c) "Temporary employee" - A person hired for a fixed period of six (6) months or more in accordance with Article 30.01 and may be required to work on a full-time or part-time basis.

(d) "Casual employee" – A person who is not a “temporary employee” and who is employed on a temporary basis:

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

A casual employee shall have no guaranteed hours of employment.

2.03 Probationary Period:

(a) All casual and temporary employees shall undergo a probationary period of 650 working hours for the purpose of assessing abilities, skills and performance. Notwithstanding Articles 17 and 18, discharge of a probationary casual employee shall not be subject to the grievance and adjudication procedure.

(b) All full-time and part-time employees shall, from date of hire, undergo a probationary period of 650 working hours unless an extension is mutually agreed to by the Hospital and the Local.

(c) If a casual or temporary employee is awarded a full-time or part-time position in the same classification and department where they are presently employed they are not required to serve an additional probationary period but shall undergo a trial period in accordance with 31.04.

(d) During their probationary period, full-time and part-time 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 3 - RECOGNITION:**

3.01 The employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining units listed below and to whom the following New Brunswick Certification Orders apply:

- (a) 011 HO 5a (Institutional Services)
- (b) 023 HO 5b (Patient Services)
- (c) 010 HO 4a (Clerical, Stenographic and Office Equipment Operation).

**ARTICLE 4 - PRECEDENCE OF LEGISLATION:**

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 any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Such negotiations shall be conducted in accordance with the *Public Service Labour Relations Act*.

**ARTICLE 5 - APPLICATION OF AGREEMENT:**

5.01 This Agreement applies to and is binding on the Union, the Local, the Employees, the Employer and its agents and supersedes any other verbal or written agreement.

5.02 No employee shall be required or permitted to make any written or verbal agreement with the employer or its representatives which may conflict with the terms of this collective agreement.

**ARTICLE 6 - PART-TIME, CASUAL AND TEMPORARY EMPLOYEES:**

Part-time Employees:

6.01 Part-time employees shall be paid in accordance with Appendix "B" " subject to the following provisions:

(a) Part-time employees who are presently paid the all-inclusive rate in Appendix "B-1" may elect at any time to be paid the regular rates in accordance with Appendix "B". Once such an employee elects to be paid the regular rates in Appendix "B" he cannot later revert back to the all-inclusive rate under Appendix "B-1".

(b) All employees hired into part-time positions through job postings shall be paid in accordance with the regular rate in Appendix "B".

6.02 For part-time employees paid the all-inclusive rate in Appendix "B-1", vacation leave, sick leave and statutory holidays shall only apply without pay.

6.03 Part-time employees paid the regular rate in Appendix "B" shall accumulate vacation, statutory holidays and sick time for all hours worked on a pro-rated basis. Statutory holidays shall accumulate at the rate of .046 x regular hours on a bi-weekly basis. When an employee is not scheduled to work on a holiday, as listed in Article 25.01, when he would otherwise have been scheduled to work, he is to be paid from his accumulated statutory holiday hours. The employee may use his accumulated statutory holiday hours as other time off if agreed to by the Hospital.

6.04 A part-time employee who has completed his probationary period and receives a full-time position as per Article 31 shall not have to complete any further trial period if the position is in the same classification and department.

6.05 Overtime for part-time employees shall apply as per Article 23- Overtime.

6.06 Any work performed on a casual basis as per Article 6.09 (a) by a part-time employee or a temporary part-time employee shall be compensated at his regular rate of pay for the classification of the work being performed.

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

Casual Employees:

6.08 (a) Effective December 14, 2021, a casual employee shall be paid the minimum regular rate of pay contained in Appendix "B" for the classification of the work being performed (plus four percent (4%) in lieu of vacation leave and four percent (4%) in lieu of public holidays as defined in the *Employment Standards Act*.

(b) Effective July 1, 2017:

(i) Upon completion of 1957.5 hours, or multiples thereof, a casual employee shall be entitled to the step increments as described in Article 39.07 to the extent provided in Appendix B and B-1.

(ii) Employees shall be paid the minimum of the step they are placed at.

6.09 (a) Casual employment shall be offered as equitably as possible in the following order:

(i) among those part-time and temporary part-time employees who are available and who are employed for that type of work in that unit or department;

(ii) then, if necessary, among those casual employees who are available and who are employed for that type of work in that unit or department;

(iii) then, if necessary, among those qualified part-time, temporary part-time and casual employees from outside the unit or department who are available and trained for that type of work.

6.09 (b) (i) There is no obligation to offer casual employment to part-time employees if it might interfere with their regular employment as part-time employees.

(ii) Casual employment worked by part-time employees will not affect their normal rate of pay or benefits for hours worked as part-time employees such as the payment of overtime.

(iii) There is an obligation on part-time and casual employees who want to be considered for casual employment to submit their names to the department and to make themselves available for work whenever possible and reasonable.

(iv) Equitable offers shall include acceptances, no answers, refusals and periods when an employee is unavailable.

6.09 (c) Upon request, the employees and/or Local will be provided with documentation of the equitable offers for the previous three (3) months. The information shall be provided to the Local within fifteen (15) days from the time of the request.

6.09 (d) If the equitable offers of casual employment to part-time employees as outlined in 6.09 (a) creates a problem, the hospital experiencing the problem may refer it to the Local Labour/Management Committee for a suitable resolution.

6.09 (e) A Hospital upon request from the Local shall provide a list to the Local on a quarterly basis of all persons employed by the Hospital on a casual basis together with a list of their hours worked for the previous three (3) month period. The information shall be provided to the Local within fifteen (15) days from the time of the request.

6.09 (f) Disputes arising between the parties under this Article are to be settled pursuant to article 17.10.

6.09 (g) If a casual employee has reported for duty and is notified of a death in their immediate family as defined in Article 29 he shall be paid for the remainder of his scheduled hours that day.

6.09 (h) If there is a reduction in the number of casual employees in a department, unit or Ambulance New Brunswick Administrative area, those affected casuals shall be recalled by seniority for a twelve (12) month period in that department, unit or Ambulance New Brunswick Administrative area before new casuals are hired.

Refer to Appendix C page 55 for a full listing of articles that apply to casual employees.

Temporary Employees:

6.10 After a continuous period of employment of six (6) months, all temporary employees shall be paid in accordance with the rates contained in Appendix "B-1" (all inclusive).

6.11 All temporary or part-time employees paid the all inclusive rate in accordance with Appendix "B-1" are paid a premium pay in lieu of vacation, sick leave, and statutory holidays. Therefore, Article 26 – Vacations, Article 27 – Sick Leave, and Article 25 – Holidays do not apply except as provided for in Article 25.06.

**ARTICLE 7 - CONTINUANCE OF OPERATIONS:**

7.01 There shall be no strikes or lockouts during the term of this Agreement.

**ARTICLE 8 - DISCRIMINATION, RESTRICTION OR COERCION:**

8.01 The Parties agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to the Union, the Local, the employees, the Employer and its agents for any reason.

8.02 The Employer and the Union agree that Harassment, as defined in the Treasury Board Respectful Workplace Policy, and other forms of abuse are reprehensible. Both parties are committed to maintaining an environment free from such harassment or abuse.

**ARTICLE 9 - MANAGEMENT RIGHTS:**

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

**ARTICLE 10 - BULLETIN BOARD:**

10.01 Suitable space on the bulletin board(s) shall be made available for the posting of notices by the Union and the Local in the Hospital. The Hospital will discuss any concerns about posted notices with the local union.

**ARTICLE 11 - COPIES OF AGREEMENT:**

11.01 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.

11.02 The printing of the bilingual agreement shall be the responsibility of the Employer. The cost of printing will be shared equally between the Employer and Union.

11.03 Sufficient copies of the Agreement shall be delivered to each Hospital and the Employer shall distribute the copies as follows:



(a) Each employee shall be provided with a copy of the agreement on the first pay day following delivery, provided that the delivery is made at least 24 hours prior to the pay day. Each new employee will be given a copy of the current collective agreement and advised of the name of the Local Union representatives.

(b) The Local will be given the names of all newly hired employees on a monthly basis. This will include the following information for each employee: mailing address, telephone number (if available), active status (fulltime, part-time, casual, temporary), full-time equivalent, classification job code, department and facility (location codes).

(c) In the event delivery of the copies of the agreement is made within the 24 hour period specified in subparagraph (a), the Employer may provide each employee with a copy in accordance with subparagraph (a); otherwise the Employer shall provide each employee with a copy of the agreement on the first pay day immediately following thereafter.

(d) Fifty (50) copies of the original signed bilingual agreement shall be delivered to the Union within one (1) week of the signing of the collective agreement.

11.04 The tendering and printing of the bilingual collective agreement will be completed as follows:

(a) it will be printed in both official languages and contained in one document subdivided between the English and French versions on alternate pages;

(b) the size of the agreement will be approximately four inches by six and one-half inches;

(c) both the Union and the Province of New Brunswick symbol will be contained on the front cover;

(d) in accordance with Article 11.02, the printing company will invoice the parties showing the complete cost of printing and each party's share of the costs;

(e) 10,000 copies shall be printed.

#### **ARTICLE 12 - CONTRACTING OUT:**

12.01 No employee as described in Article 2.02 shall be laid off or suffer a reduction in pay or have his hours of work reduced as a result of the Employer contracting out, subcontracting, transferring, leasing or assigning any work or services of the bargaining unit, except in emergency situations.

#### **ARTICLE 13 - MERGER AND AMALGAMATION:**

13.01 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 Local notice in writing ninety (90) calendar days prior to implementation of any such plan.

13.02 Discussion will commence between the parties within ten (10) calendar days of such notice and every reasonable effort will be made to provide continuous employment for employees affected in the bargaining unit. Any employee affected by such take over shall be offered alternate employment, if available, with their present Employer or the other Hospital, and in the latter case, seniority of employees in the amalgamated Hospitals or service shall be considered as one list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 20. However, no employee with four (4) years or over seniority shall be laid off.

13.03 No new employees will be hired in the Hospital until the present employees have been given an opportunity to apply for any position for which they are qualified.

#### **ARTICLE 14 - SAFETY AND HEALTH:**

14.01 It is mutually agreed that the Hospital and the Local shall cooperate to the fullest extent possible towards the prevention of accidents and the promotion of safety and health, therefore, a safety committee shall be established in each hospital in accordance with the provisions of the *Occupational Health and Safety Act*. Committee members will not suffer any loss of pay while performing committee business. Furthermore, such committee shall:

- (a) have representation from the Local.
- (b) be involved in the establishment and enforcement of policies involving safety practices.
- (c) keep the employees informed of all policies involving safety practices.
- (d) maintain an appropriate bulletin board for the exclusive use of the safety committee.
- (e) carry out safety inspections and investigate reported unsafe conditions.
- (f) post minutes of all safety committee meetings on bulletin board.

14.02 The Hospital shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Hospital. It is further agreed that a Local safety representative may accompany the New Brunswick Occupational Safety Officer on his inspection tour. Such arrangement will be the responsibility of the Officer.

14.03 The Hospital recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment. Employees shall be provided the opportunity to complete any required online training during working hours.

14.04 The Hospital, the Local and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

14.05 A hospital shall not discharge or discipline or threaten to discharge or discipline any employee by reason that the employee has sought the enforcement of the *Occupational Safety Act*, the regulations or an order or has acted in compliance with the *Occupational Safety Act*, the regulations or an order.

14.06 No employee shall suffer a reduction in salary when absent from work because of a quarantine ordered by a Medical Officer of Health.

14.07 If an outbreak affecting employees is declared in a facility by Infection Control and as a result, an employee is told not to report to work, deduction from sick leave credits shall be made in accordance with Article 27. If the employee has used all his accumulated sick leave, other available banked time or unpaid sick leave shall be granted. However, this will not be counted as hours or an incident in the Hospital's Attendance Management Program.

14.08 In accordance with the *Occupational Health & Safety Act*, the Hospital shall establish a code of practice to ensure, so far as is reasonably practicable, the health and safety of an employee who works alone at any time at a place of employment from risks arising out of, or in connection with, the work assigned.

#### **ARTICLE 15 - CHECK-OFF:**

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

15.02 (a) The Local will notify the Hospital in writing of the exact amount of dues to be deducted.

(b) By mutual agreement between the Local and the Hospital, union dues may be deducted twice (2) monthly or bi-weekly.

15.03 The sums deducted pursuant to this Article shall be remitted to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following the month in which the deductions were made.

15.04 The Hospital shall keep the Union informed of the names of the employees from whom deductions are being made and the amount deducted from each employee. The Hospital shall also include the following information for each employee: active status (fulltime, part-time, casual, temporary), full-time equivalent, classification job code, department and facility (location codes).

15.05 The Union agrees to indemnify and save the Hospital harmless against any claim or liability arising out of the application of the Article.

15.06 Employees who are members or who become members of a Local, shall maintain this membership in accordance with the constitution and bylaws of the Union as a condition of continuing employment.

15.07 The Hospital shall indicate on each employee's T-4 slip the amount of dues paid by the employee during the previous year.

15.08 Upon request, but no more than twice per calendar year, the Hospital shall provide the Local a list of all employees including mailing address and phone number (if available).

#### **ARTICLE 16 - LABOUR-MANAGEMENT COMMITTEE:**

16.01 The parties to this Agreement recognize the benefits which can be derived from a Labour-Management committee and encourage the establishment of such a committee in the Hospital. It is agreed that where such committee is established it shall consist of an equal number of representatives from the Local and Hospital and it shall prescribe its terms of reference. The Committee shall meet on the request of either party for the purpose of discussing matters of mutual concern. Such meetings will take place at a mutually agreed time. The Committee may make recommendations to the Union and to the Employer. Employees attending committee meetings shall suffer no loss of pay for the purpose of attending such meetings. This Committee does not have the power to alter, amend, add to or modify this collective agreement.

16.02 (a) A Provincial Labour/Management Committee shall be made up of the Employer's Negotiating Committee with additional Hospital representatives and the Union's Negotiating Committee. The Committee shall discuss matters of interpretation and application of the Collective Agreement and other matters of mutual concern. This Committee does not have the power to alter, amend, add to or modify this collective agreement. .

(b) The Provincial Labour Management Committee shall meet at least three (3) times throughout the year. The first meeting shall occur within ninety (90) days of the signing of the collective agreement and thereafter at the request of either party.

(c) Employees attending Provincial Labour/Management Committee meetings shall be granted leave in accordance with Article 29.05.

16.03 Any Hospital policies and subsequent changes, which affect the working conditions of employees, shall be made available to the employees and an electronic copy shall be provided to the union.

#### **ARTICLE 17- GRIEVANCE AND ADJUDICATION PROCEDURE:**

17.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:

(a) the interpretation or application in respect to him of a provision of this Collective Agreement or a related arbitral award;

(b) disciplinary action resulting in discharge, suspension or a financial penalty;

(c) the interpretation or application of a provision of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;

(d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

17.02 On a without prejudice basis, a pre-grievance discussion shall be held prior to the implementation of the grievance procedure if an employee or a group of employees feel they have been treated unjustly or consider themselves aggrieved. The employee/employee representative will present the supervisor with notification in writing of the need for discussion with information sufficient to ensure the issue(s) are understood by the supervisor. Within ten (10) days of the receipt of notification the supervisor will arrange and hold the discussion meeting. Both parties will ensure the personnel best able to resolve the dispute are present. If resolution can not be achieved within five (5) days of the meeting the formal grievance procedure may be initiated in accordance with 17.03.

17.03 Where an employee alleges that he has a grievance as outlined under 17.01 above, the following procedure shall apply. However, in cases as outlined in 17.01(a) the employee must have the written consent of a steward or a member of the Local Executive.

17.04 Within the time limits as prescribed below, the employee may present his grievance in writing by personal service or by registered mail to his immediate supervisor or to a person designated by the Employer.

17.05 The employee and the Employer may agree to the extension of any of the time limits providing that such agreement is in writing. Failure to comply with the prescribed time limits shall mean that the grievance has been abandoned.

17.06 If a grievance is one which aggrieves more than one employee, a single grievance may be presented, providing the grievance is signed by the employees who feel aggrieved.

17.07 The employee has the right to be assisted by a shop steward when presenting a grievance at any level including the discussion step as outlined in Article 17.02.

Should the Hospital wish to discuss the grievance after it is presented, the hospital shall notify the employee to arrange for a meeting and the employee may exercise his right to be accompanied at such a meeting by either a shop steward or a member of the local union executive, if either is available.

17.08 The Hospital will post the levels of grievance within thirty (30) days of the signing of this Agreement and provide a copy to the Local.

17.09 (a) The Local will inform the Hospital in writing of the names of its executive members and stewards with the work areas which each steward will normally represent within thirty (30) days of the signing of this Agreement. Subsequent changes will also be given to the hospital.

(b) Within thirty (30) days of the signing of this agreement, the President of the Local Executive shall be advised in writing of each Human Resources Advisor's portfolio. Subsequent changes will also be given to the President of the Local Executive.

17.10 Where a dispute between the Employer and the Bargaining Agent arises, the Hospital and the Union are encouraged to attempt to settle the dispute where the dispute exists at the Local level. The Hospital and the Local will keep each other informed of the names of their representatives with whom the matter is to be discussed. Failing agreement Section 92 of the *Public Service Labour Relations Act* shall apply.

17.11 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

(a) the interpretation or application in respect to the employee of a provision of this Collective Agreement or a related arbitral award; or

(b) disciplinary action resulting in discharge, suspension, or a financial penalty;

and the employee's grievance has not been dealt with to satisfaction, the employee may refer the grievance to Adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

17.12 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect to him of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

A - its approval of the reference of the grievance to adjudication, and

B - its willingness to represent the employee in the adjudication proceedings.

#### GRIEVANCE PROCEDURE

| LEVEL        | EMPLOYEE'S TIME TO PRESENT GRIEVANCE  | PRESENT GRIEVANCE TO   | EMPLOYER'S TIME TO ANSWER GRIEVANCE       |
|--------------|---|--|---|
| INITIAL      | 20 days after the alleged grievance has arisen or has come to his attention inclusive of the pre grievance discussion phase                                 | Employer designate   | 10 days from receipt of written grievance |
| FINAL        | 10 days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 18 | Employer designate   | 10 days from receipt of written grievance |
| ADJUDICATION | 20 days from receipt of reply from final level or date reply should have been received  | G-1 Form to Labour and Employment Board with copy to Board of Management |   |

In the calculation of time limits, Saturdays, Sundays and Designated Holidays are excluded.

17.13 Prior to an adjudication being scheduled and no later than 40 days from receipt at Treasury Board, the Employer and the Union will consider mediation to resolve the grievance.

#### 17.14 **Power and Decision of Adjudicator or Adjudication Board**

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 to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

#### **ARTICLE 18 - DISCIPLINARY ACTION:**

18.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in:

- (a) written reprimand;
- (b) suspension;
- (c) discharge;
- (d) financial penalty.

18.02 No employee who has completed his probationary period shall be disciplined except for just cause.

18.03 (a) Where the Employer intends to meet with an employee for the purpose of discussing possible disciplinary action as part of Article 18.03 (b), the employee shall be advised within a reasonable time frame in order that he may invite a union representative to attend the meeting. Where possible, the employee shall be provided the topic(s) of discussion in advance.

(b) When an employee is disciplined, the employee has the right to receive such discipline in the presence of either a shop steward or a member of the local union executive. At that time, the employee will be advised of the reasons for such disciplinary action. The Hospital shall, within seven (7) calendar days thereafter, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the Local.

18.04 (a) Where an employee alleges that he has been disciplined by suspension, discharge or financial penalty in violation of Article 18.02, he may within ten (10) days of the date he was notified in writing or within twenty (20) days of the date of the disciplinary action, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement. For the purposes of a grievance alleging violation of Article 18.02, and resulting in suspension, discharge or financial penalty he shall lodge his grievance at the final level of the grievance procedure.

(b) Written reprimand is not adjudicable however the employee may submit a grievance questioning any written reprimand in violation of Article 18.02. Such grievance if submitted will be lodged at the First Level of the Grievance Procedure and may be processed to the final level of the grievance procedure.

18.05 Where it is determined that an employee has been disciplined in violation of Article 18.02 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 disciplined. One of the benefits which he shall not lose is his regular pay during the disciplinary period and it shall be paid to him at the end of the next complete pay period following his reinstatement.

18.06 Nothing in this Article prevents the hospital from disciplining an employee for just cause without prior notice and with payment only up to and including the last day worked.

18.07 When a formal assessment of an employee is done, the employee concerned must be given an opportunity to sign the forms to indicate that its contents have been read and understood. The employee's signature will signify that he has read and understood the assessment and will not be evidence that he agrees or disagrees with the assessment. Upon request, a copy of this assessment shall be given to the employee. Formal assessments are not disciplinary in nature.

18.08 The Employer agrees not to introduce as evidence in a hearing, relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware six (6) working days prior to the time of said hearing and in the case of an adjudication hearing prior to the date on which the G-1 form was filed.

18.09 A record of disciplinary action shall be removed by the Employer from the file of an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

18.10 Upon request an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to an assessment of his conduct, work performance and warnings. The employee shall, if he so requests, be accompanied by a local representative.

18.11 Where a written reprimand is placed against the record of an employee, one (1) copy shall be initialled by the employee as the Employer's receipt and shall be placed in the employee's personal file and the original shall be given to the employee.

#### **ARTICLE 19 - RESIGNATION:**

19.01 If an employee wishes to resign he shall give the hospital as much notice as possible in writing, but at least fourteen (14) calendar days as a minimum before his termination date. Failure to give notice or failure to work any scheduled work day during the term of notice will result in forfeiture of one (1) day's pay for each day not worked from moneys owing to the employee. The application of this Article will be waived for any reason deemed justifiable by the Hospital.

19.02 The Hospital shall notify the Local of all resignations and/or retirements occurring during the previous month.

#### **ARTICLE 20 - LAYOFF AND RECALL:**

20.01 Except in cases of emergency, layoffs due to lack of work for reasons other than contracting out or mergers of hospitals or services of hospitals will only take place after the employees affected and the Local have been given a minimum of thirty (30) calendar days' notice of intent. In conjunction with the notice to the Union, the Employer and the Local shall meet to discuss the layoffs.

20.02 If an employee is to be laid off, the hospital shall notify the employee and the Local, in writing, at least fourteen (14) calendar days before the layoff is to be effective. If the employee is not given the opportunity to work the scheduled work days during the term of notice he shall be paid in lieu thereof for such days.

The Hospital will meet with the Local to discuss the disposition of staff so affected. Discussion will commence between the parties within ten (10) calendar days of such notice and every reasonable effort will be made to provide continuing employment for employees in the hospital and in the bargaining units.

20.03 Subject to 20.04, in the event of a layoff, employees shall be laid off in the reverse order of their hospital seniority.

20.04 An employee who is affected by work shortage in his department will be entitled to claim the job of another employee in any department subject to the following conditions:

(a) that such other job is held by an employee with less seniority;

(b) that such employee claiming the job has sufficient qualifications to perform the job. The Hospital shall not assess the qualifications of the employee in an arbitrary manner.

Such employees meeting the requirements under (b) above shall be given a reasonable period of time to demonstrate sufficient skill and ability to perform the job.

20.05 When a Hospital arbitrarily assigns an employee to another department/facility, or to another position which constitutes a major change in the employee's duties, the employee shall have the right to exercise his seniority in accordance with 20.04.

20.06 No new applicant shall be hired in a hospital in which there has been a layoff until those laid off for less than eighteen (18) consecutive months have been given an opportunity for a job, for which they are qualified, under Article 31. Those qualified laid off employees shall be deemed to have applied for such vacancies.

20.07 Unless the employee was notified in writing at the time of hiring that the position was a temporary appointment:

(a) the Hospital shall not layoff any employee for any reason other than lack of work; and

(b) the Hospital shall not demote any employee for the sole purpose of replacing him with an employee of a higher paid classification.

20.08 Part-time and full-time employees who are laid-off shall be offered casual and/or temporary employment during their period of recall by order of seniority provided they are available and were employed for that type of work.

**ARTICLE 21 - PORTABILITY:**

21.01 An employee who accepts employment in a station or facility of a Hospital listed in Part III, First Schedule of the *Public Service Labour Relations Act* within twelve (12) months of the resignation date from another station or facility of a Hospital listed in Part III of such Act, shall be deemed to have been on leave of absence without pay for this period. Such employee shall retain portability respecting:

- (a) unused sick leave;
- (b) pension plan;
- (c) retirement allowance;
- (d) group life insurance;
- (e) vacation rate entitlement;
- (f) service credits as applicable to increments within a salary range; and
- (g) seniority hours.

21.02 If a person accepts employment into the bargaining unit from Part I, II, or IV of the New Brunswick *Public Service Labour Relations Act* within forty-five (45) calendar days of his resignation date, such person shall retain the following benefits:

- (a) the number of regular hours of continuous employment in the public service for the purpose of retirement allowance entitlement;
- (b) vacation rate entitlement;
- (c) he shall be entitled to transfer his accumulated pension credits provided that a reciprocal agreement between the applicable pension plans exists;
- (d) he shall be entitled to any sick leave credits accumulated from his previous Employer up to a maximum of 240 days.

**ARTICLE 22 - HOURS OF WORK:**



22.01 The regular daily hours of work in each shift shall be seven and one-half (7½). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over a four (4) week period. Meal periods shall not be considered hours of work.

22.02 Meal periods shall be thirty (30) minutes unless mutually agreed. Any employee who is required to remain at his place of duty during his meal period shall be compensated at the regular rate of pay.

Unless otherwise mutually agreed, the meal period of all employees shall not commence until they have completed at least one-half (½) hour's work of their daily shift.

22.03 No employee shall be required to work more than seven (7) consecutive calendar days except as provided under Article 23.01 (d). As far as possible each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than once in any four (4) week period unless otherwise mutually agreed.

22.04 (a) In order to provide employees with as many weekends off as possible schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Hospital. The hospital agrees to make every effort to provide at least one weekend off in three (3).

(b) Within three (3) months of the signing of this agreement, Hospitals which are not granting every third weekend off will review their work schedules. After the expiration of this three (3) month period, if a Local believes it is possible within existing resources, to grant every third weekend off where it is not being granted, the Local shall notify the hospital. The Hospital and Local will meet at the earliest possible date and endeavour to work out a mutually agreeable solution.

22.05 "Work Schedule" means a written statement setting forth the days and shifts upon which employees are normally required to work, and the days upon which employees are normally scheduled to be off work. Work schedules shall be posted in the appropriate department as least four (4) weeks in advance. The posted work schedule shall include any casual hours assigned at that point in time. Until such time as a departmental electronic work schedule is available, the Employer will continue to post a paper copy of the work schedule in the appropriate department.

22.06 The Hospital shall schedule two rest periods of fifteen (15) minutes each during each full shift. An employee who is not scheduled to have a rest break during his regular shift, shall in addition to his regular pay receive an extra payment of one-half time for the rest period not received.

22.07 Rotation from one shift to another shall be rotated as equitably as possible among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts or to those who, by mutual agreement between the employees directly affected and the hospital are assigned to work evening or night shifts. Before concluding such an agreement the employer shall advise the Local in writing. Once concluded, such agreement can be terminated only by the employer, the incumbent or any of the originally affected employees.

22.08 Except by mutual agreement between the employee and the hospital, time off between rotating shift changes shall not be less than sixteen (16) hours.

22.09 The Hospital agrees to make every effort to eliminate present split shifts where such exist. No new split shifts will be created where none now exist.

Employees required against their wishes to work on a shift which is split by an off-duty period in excess of two (2) hours, shall receive a premium for any additional off-duty hours at the rate of \$1.25 per hour.

22.10 Provided sufficient advance notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increase in cost to the hospital. Approval shall not be unreasonably withheld.

22.11 (a) Without committing either party to a permanent change in the existing hours of work, the Local and the hospital, in accordance with Appendix "E", may jointly establish a schedule providing for a compressed workweek. Such an agreement must be ratified by the Employer and the Union before implementation.

(b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the Local and the Hospital may jointly establish a schedule providing for modified hours of work in accordance with Appendix "D". There shall be no split shifts or shifts of less than four (4) hours.

22.12 Employees shall not be required to punch a clock at the beginning and end of each shift.

22.13 No employee shall be rotated from one shift to another more than once in any one week unless mutually agreed.

22.14 The changing of Standard time to Daylight saving time or vice-versa, shall not be considered to affect the normal scheduled daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.

### **ARTICLE 23 - OVERTIME:**

23.01 Any work performed while

- (a) on vacation;
- (b) on holiday;
- (c) on a scheduled day off (only applicable to full-time and temporary full-time employees);
- (d) in excess of seven (7) consecutive workdays, unless otherwise mutually agreed;
- (e) in excess of the regular hours of work as defined in Article 22.01;
- (f) on the fourth and subsequent consecutive weekend (Saturday and Sunday) unless otherwise mutually agreed;
- (g) within sixteen (16) hours of a previously worked shift except as provided in Article 22.08;

shall constitute overtime and be compensated for in accordance with 23.05.

23.02 Notwithstanding Article 23.01, any work performed by either a part-time employee or a temporary part-time employee on a casual basis shall be entitled to compensation, at one and one-half (1½) times the employee's hourly rate only in the following circumstances:

- (i) In excess of seven and a half (7.5) hours if not at the employee's option;
- (ii) In excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period).

23.03 When a work schedule is altered within two (2) weeks of a scheduled day, any work performed on that day, at a time not originally scheduled, shall constitute overtime unless:

- (a) the change is made through mutual agreement between the employee and the Hospital; or
- (b) the change was required as a result of the illness, injury, death, compassionate leave, resignation without two (2) weeks' notice, or unapproved absence of another employee. In these cases any work performed, at a time not originally scheduled, and within forty-eight (48) hours of the employee being notified of the change, shall constitute overtime; or

(c) the change was required to accommodate a request for a leave of absence in accordance with 29.05 when two (2) weeks' notice was not given.

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

23.05 Overtime shall be offered as equitably as possible among the employees who are available and who are employed for that type of work.

23.06 Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay, or time and one-half (1½) off for each of the overtime hours worked. The employee shall choose the method of compensation, however, hours in the overtime bank in excess of 75 hours shall be paid out at least once per fiscal year.

23.07 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.

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

#### **ARTICLE 24 - STANDBY AND CALL BACK:**

24.01 An employee who is required by the employer to be on standby duty shall be issued a telecommunications device at the Hospital's expense for the duration of the stand-by duty. If called, such an employee must report for work as quickly as possible.

24.02 An employee on standby duty shall be compensated at a rate of two dollars and twenty-five cents (\$2.25) per hour for each hour of scheduled standby duty. This rate shall increase with each scheduled General Economic increase contained in the wage schedule (Appendix B and B-1).

24.03 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with Article 24.04. In addition, he shall receive standby duty pay in accordance with Article 24.02.

24.04 When an employee who has left the hospital is called back to work, or when an employee is on standby duty and is called back to work, he shall be paid a minimum of two (2) hours pay to a maximum of eight (8) hours pay at the overtime rate (as per Article 23.05) during any eight (8) hour period.

24.05 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 hospital and return, but not to exceed \$11.00 for the round trip; or

(b) an amount that is equal to the actual taxi fare from his place of residence to the hospital and return, for the use of a privately-owned vehicle, but not to exceed \$11.00 for the round trip.

24.06 Article 24.05 does not apply when transportation is provided or arranged by the hospital.

#### **ARTICLE 25 - HOLIDAYS:**

25.01 All full-time employees shall receive one (1) day paid leave for each of the following holidays each year. This benefit shall be pro-rated for part-time employees in accordance with Article 6.01.

- (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; (will be kept and observed as 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; and
- (m) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.

25.02 (a) Any work performed by full-time or part-time employees on a statutory holiday listed in Article 25.01, excluding December 25 and January 1, shall be compensated either by:

- (i) one and one-half (1 ½) times the employee's hourly rate and the holiday shall be rescheduled or
- (ii) one time the employee's hourly rate and one half (½) the number of hours to be taken as time off at a later date and the holiday shall be rescheduled.

(b) Any work performed by full-time or part-time employees on December 25 and/or January 1 shall be compensated either by:

- (i) two (2) times the employee's hourly rate and the holiday shall be rescheduled or
- (ii) one time the employee's hourly rate and the number of hours worked to be taken as time off at a later date and the holiday shall be rescheduled.

(c) Alternate Day Off

(i) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay.

(ii) The alternate day off shall be given within thirty (30) days of the actual holiday listed under 25.01, and that day shall be the employee's holiday. Whenever possible, such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within thirty (30) days, payment shall be made at the overtime rate.

(iii) By mutual agreement between the Hospital and the employee the alternate day off may be scheduled at a later date. No overtime will be paid if the holiday is re-scheduled by mutual agreement after thirty (30) days.

(d) Every reasonable effort shall be made to ensure each employee has three (3) consecutive days off either during the Christmas or New Year's holiday period, one day of which must be Christmas Day or New Year's Day, provided there are no additional costs to the employer (eg. overtime). Such days off may include any combination of holidays and/or regularly scheduled days off.

25.03 To be eligible for holiday pay, an employee must have worked on his scheduled workday prior to his holiday and his scheduled workday immediately after his holiday unless such absence occurs during an approved paid leave or an approved unpaid leave of absence to a maximum of four (4) days.

25.04 Employees on approved leave of absence without pay in accordance with 29.05 shall be eligible for holiday pay.

25.05 (a) If an employee is required to work on a holiday, as defined in 25.01, when he was not scheduled to work, he shall receive overtime pay at the rate of one and one-half (1½) times the regular rate of pay, and he shall have his holiday rescheduled. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay, and he shall have his holiday rescheduled.

(b) An employee who works on his scheduled holiday other than one of the official days as listed in 25.01 shall receive his paid holiday and in addition shall be compensated at one and one-half (1 ½) times his regular rate of pay for all hours worked; and hours equivalent to the paid holiday (7.5 hours) shall be taken as time off at a later date. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay for all hours worked, and hours equivalent to the paid holiday (7.5 hours) shall be taken as time off at a later date.

25.06 (a) Any work performed by temporary employees who have worked more than six (6) consecutive months and who are paid in accordance with Appendix B-1 (all-inclusive) and part-time employees paid in accordance with Appendix B or B-1 (all-inclusive) on a statutory holiday listed in Article 25.01, excluding December 25 and January 1, shall be compensated at one and one-half times (1½) the employee's hourly rate.

(b) Any work performed by temporary employees who have worked more than six (6) consecutive months and who are paid in accordance with Appendix B-1 (all-inclusive) and part-time employees paid in accordance with Appendix B or B-1 (all-inclusive) on December 25 and/or January 1 shall be compensated at two (2) times the employee's hourly rate.

#### **ARTICLE 26 - VACATIONS:**

26.01 Every full-time and part-time employee who has completed his probationary period and who, on the 30<sup>th</sup> day of June, the last day of the vacation year, has seniority of:

(a) less than 1,957.5 hours (one (1) year), shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter (1¼) days per month of continuous full-time service completed to the final day of the vacation year;

(b) 1,957.5 hours (one (1) year) but less than 9,787.5 hours (five (5) years), shall be entitled to vacation of fifteen (15) days with pay at his regular rate;

(c) 9,787.5 hours (five (5) years) but less than 31,320 hours (sixteen (16) years), shall be entitled to vacation of twenty (20) days with pay at his regular rate;

(d) 31,320 hours (sixteen (16) years) but less than 33,277.5 hours (seventeen (17) years) shall be entitled to vacation of twenty-one (21) days with pay at his regular rate;

(e) 33,277.5 hours (seventeen (17) years) but less than 35,235 hours (eighteen (18) years) shall be entitled to vacation of twenty-two (22) days with pay at his regular rate;

(f) 35,235 hours (eighteen (18) years) but less than 37,192.5 hours (nineteen (19) years) shall be entitled to vacation of twenty-three (23) days with pay at his regular rate;

(g) 37,192.5 hours (nineteen (19) years) but less than 39,150 hours (twenty (20) years) shall be entitled to vacation of twenty-four (24) days with pay at his regular rate;

(h) 39,150 hours (twenty (20) years) or more, shall be entitled to vacation of twenty-five (25) days with pay at his regular rate.

This benefit shall be prorated for part-time employees in accordance with Article 6.03.

26.02 Entitlement to vacation shall be assessed as of the 30<sup>th</sup> day of June, with the said vacation to be taken in accordance with Article 26.05.

26.03 If one of the holidays referred to in Article 25.01 falls or is observed on a regular working day during an employee's vacation, there shall be no deduction from the employee's vacation credits for that day. An employee hospitalized or sick at home for five (5) consecutive days or more, during his vacation period, will qualify for use of sick leave credits upon production of a Doctor's certificate.

26.04 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 26.02.

26.05 Unless otherwise mutually agreed, vacation time earned in one vacation year shall be taken in the following vacation year. An employee who wishes to carry his vacation entitlement forward shall request the hospital's permission to do so in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation.

26.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, exceeds eleven (11) working days in any one month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits.

26.07 Employees shall receive any regular pay that would fall due during their vacation prior to their vacation period providing fifteen (15) days' written notice is given to the Hospital.

26.08 The Hospital shall post no later than April 1<sup>st</sup> each year a departmental list on which employees will indicate their choice of vacation periods at any time during the leave year. Employees shall be given a choice of vacation periods according to hospital-wide seniority within each department. Employees who do not indicate their choice of vacation period by April 30<sup>th</sup> will be assigned a vacation period by the Hospital.

26.09 Vacation schedules shall be approved and posted by May 30<sup>th</sup> each year and shall not be changed unless mutually agreed to by the employee and the Hospital, or where, as a result of his transfer to another department/unit/station, an employee's previously scheduled vacation is not available. Where operational requirements permit, the Employer shall honour the previously approved vacation.

26.10 Two (2) regularly scheduled days off shall be given either immediately preceding or immediately following vacations. Where possible, days off shall be given both immediately preceding and immediately following vacations.

26.11 All vacation leave periods must be approved by the hospital.

26.12 In accordance with Article 26.08, part-time employees paid the regular rate in Appendix "B" shall have their vacation entitlements scheduled and paid at the rate accumulated (i.e. regular and casual hours worked). By mutual agreement the employee shall have vacation entitlement scheduled and paid on a full-time basis.

26.13 Any hours worked while on vacation shall constitute overtime and be compensated in accordance with Article 23.05. The vacation hours worked shall be returned to the employee's vacation bank.

#### **ARTICLE 27 - SICK LEAVE:**

27.01 Each full-time employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1½) workdays per month for each calendar month of continuous employment up to a maximum credit of two

hundred and forty (240) working days. Part-time employees paid in accordance with Appendix "B" shall accumulate sick leave credits on a pro-rata basis.

27.02 An employee appointed before the sixteenth (16<sup>th</sup>) of the month shall be eligible to accumulate sick leave credits for that month.

27.03 An employee appointed after the fifteenth (15<sup>th</sup>) of the month shall be eligible to accumulate sick leave credits from the first day of the following month.

27.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 18 exceeds eleven (11) working days in any one 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.

27.05 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;
- (c) days on which the employee is on paid sick leave pursuant to the terms of this agreement;
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits; and
- (e) days on which the employee is absent from work while on leave in accordance with Article 29.05.

27.06 In any case of absence due to sickness or accident the matter must be reported as soon as possible to the Supervisor or Department Head.

27.07 An employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury providing that he submits proof of illness in accordance with 27.08 and has the necessary sick leave credits.

27.08 The Hospital may require an employee to submit a certificate signed by a medical doctor for a period of sick leave in excess of two (2) consecutive days, or for any period when the employee has used seven (7) days of sick leave (made up of two (2) consecutive days or less) in a calendar year. If such a certificate is required, it shall be asked for during the illness but an employee may be notified in advance, on an individual basis, that such a certificate will be required in the future. An employee may be required to sign a sick leave form, confirming the absence and the date(s) for any period of illness.

27.09 Any request for sick leave may be investigated by the hospital and the parties agree that abuse of sick leave may result in disciplinary action.

27.10 When a celebrated or alternate holiday under Article 25 occurs while an employee is on paid sick leave no deduction from the accumulated total shall be made for that day. If an employee is scheduled to work and calls in sick on a celebrated holiday, the employee shall be eligible for sick leave as outlined in Article 27.07.

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

27.12 Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours in accordance with Article 27.11. The employee shall notify the hospital of the time of the appointment as soon as the appointment is confirmed. Appointments occurring during an employee's normal working hours shall not be calculated in sick leave incidents for the purposes of Article 27.08.

27.13 The Hospital recognizes that alcohol and drug abuse is a health problem. An employee with an alcohol or drug problem must accept a program of rehabilitation. If the program necessitates the employee's absence from work she may use her accumulated sick leave credits however if no sick leave credits are available leave of absence without pay shall be granted.

27.14 An employee who has used all of his accumulated sick leave through prolonged illness and is still unable to work shall, upon request, be granted a leave of absence without pay, and without loss of seniority, for a period equal to his seniority, but not to exceed one (1) year. This Article shall not apply to probationary employees. Such leave shall be extended by mutual agreement between the Hospital and the Local if medical documentation indicates the employee will be able to return to productive work upon completion of treatment. This total leave period should not exceed the seniority of an employee or twenty-four (24) months, whichever is less.

27.15 An employee who has been employed for a period of two (2) years or greater, and who has used his accumulated sick leave credit shall be granted upon request a fifteen (15) day block of advanced sick leave credits. Of the fifteen (15) day block sick leave credits granted, those credits actually used shall be paid back at the rate of one-half day per month of credits earned upon return to employment. An employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave granted and used which has not been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time he ceased to be an employee. An employee will not be permitted to borrow sick leave credits until all previously borrowed credits have been repaid in accordance with this Article.

#### **ARTICLE 28 - MATERNITY LEAVE:**

28.01 (a) No later than twenty (20) weeks prior to the expected delivery date, an employee who becomes pregnant 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.

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

28.02 An employee who is granted maternity leave shall be permitted to use ten (10) days of their accumulated sick leave credits, at the commencement of her maternity leave.

28.03 Should the employee not return to work following her maternity leave, the employee shall compensate the hospital for such sick leave granted.

28.04 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 27 shall be granted prior to the commencement of the employee's requested maternity leave under Article 28.01.

28.05 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.

28.06 Maternity leave may be advanced, delayed or shortened by mutual agreement between the hospital and the employee.

28.07 During the period of up to seventeen (17) weeks only specified in 28.01 (b) hereof:

(a) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been.

(b) an employee maintains previously accumulated sick leave and vacation leave credits but does not accrue sick leave or vacation leave credits for any calendar month in which she is absent on maternity leave exceeding eleven working days in that month.



(c) where the employee participates in group insurance plans of the Employer, the employee and Hospital shall, upon request by the employee to continue participation in such group insurance plans, continue their contributions to premiums as required by and subject to the terms of such plans. The employee shall provide the Hospital with post-dated cheques covering the employee's share of such contributions.

(d) An employee scheduled to work who attends the birth of his child or who wants to be at home when the child is discharged shall be granted one (1) day leave without loss of pay for one of these days.

#### **28.08 Supplementary Employment Benefit Plan**

(a) 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 Employer 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 fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

(b) In respect of the period, maternity leave payments made according to the Supplementary Employment Benefit Plan will consist of payments equal to the difference between the Employment 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 Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

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

(d) An applicant under Article 28.08 (a) 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 pro rata basis.

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

(f) This article does not apply to temporary employees or persons working on a casual basis.

#### **28.09 Child Care Leave**

(a) An employee who is the 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) consecutive weeks. The leave may be shared by the parents or taken wholly by one (1) parent.

(b) The sixty-two (62) week child care leave period referred to in 28.09 (a) above shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and shall end no later than seventy-eight (78) weeks after that date.

(c) The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the Hospital and employee agree otherwise, and shall give the Hospital a minimum of six (6) weeks' notice of her intent to take the child care leave. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.

(d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks' written notice to the Hospital of the commencement date and duration of the leave.

(e) For adoptive parents, such leave shall be requested as soon as possible prior to the commencement of the leave.

(f) If both parents are employees, the sixty-two (62) week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed sixty-two (62) weeks.

(g) An employee returning to work from child care leave shall be reinstated to his or her previously held position.

(h) If both adopting parents are employees, the parent other than the parent requesting a leave under (a) shall be granted upon request two (2) days leave with pay. This leave shall be deducted from the employee's accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional four (4) days without pay.

(i) During the period of child care leave of up to sixty-two (62) weeks only specified in clause 28.09 (a) thereto:

(i) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been;

(ii) an employee maintains but does not accrue sick leave or vacation leave credits for any calendar month in which he/she is absent on child care leave exceeding eleven working days in that month.

(j) An employee granted child care leave pursuant to Article 28.09 above may, where permissible under the relevant benefit plans, continue contributions, including those of the Hospital, during such leave.

28.10 The total number of weeks an employee may be away from the workplace under the provisions of Articles 28.01 (b) and 28.09 (a) shall not exceed seventy-eight (78) weeks.

## **ARTICLE 29 - LEAVE OF ABSENCE:**

### **29.01 Bereavement Leave**

(a) Where a member of his immediate family dies, an employee shall be entitled to special leave with pay for the period from notification of death up to and including the day following the funeral.

(b) For the purpose of Article 29.01 (a) the immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the employee or spouse or common-law spouse, ward, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parents.

(c) An employee is entitled to special leave with pay, up to one (1) day in the event of the death of the employee's uncle, aunt, niece, nephew or spouse's grandparent, niece or nephew for the purpose of attending the funeral.

(d) In the event of the death of a person listed in Article 29.01 (a) or (b), the employee may be granted at the Employer's discretion one (1) additional day's leave with pay for travel to attend the funeral of such person.

(e) Additional special leave with pay may be granted upon request to the hospital.

(f) An employee who on annual vacation suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave on the same basis as if he had been scheduled to work during his vacation.

Funeral referenced above includes Celebration of Life

#### 29.02 **Leave for Other Reasons**

(a) Leave of absence with or without pay, for reasons other than those specified above, may also be granted at the discretion of the Hospital. Providing the duration of the leave of absence granted by the Hospital is one year or less, the Hospital shall return the employee to their former position. Should the position no longer exist, the employee may exercise his rights under Article 20.04.

(b) Where operational requirements permit and upon request, an employee may be granted leave for family commitments. Such leave shall not be unreasonably withheld. An employee shall, at his discretion, use vacation, holidays or accumulated overtime for this leave.

(c) 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.

(d) An employee named to sit on a Provincial or Federal Council or Commission shall upon request be granted leave of absence without pay and without accumulation of seniority.

(e) The employee shall have the right to apply for a leave of absence with pay of up to one (1) day per calendar year in cases of emergency as defined below, and/or family responsibility requiring the employee's immediate attention. "Family responsibility" means situations of a non-emergency nature which have a quality of seriousness requiring the employee's direct attention. Such leave will not be unreasonably requested or withheld.

Emergency means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

(f) Employees in the bargaining unit shall have the right to apply for Domestic Violence, Intimate Partner Violence or Sexual Violence Leave pursuant to the *Employment Standards Act and Regulations*, as amended from time to time.

#### 29.03 **Inclement Weather**

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, highways, or waterways shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit.

#### 29.04 **Court Leave**

The hospital shall pay the employee who is required to serve as a Juror, or Court Witness, the difference between normal earnings and the payment received for jury service or as Court Witness. The employee shall produce proof of service and the amount of pay received. If the employee was not replaced and four (4) or more hours of the shift remain, he shall return to work upon completion of his court service.

#### 29.05 **Leave for Union Business:**

(a) Leave of absence without pay shall be granted, upon request to the hospital to employees selected by the Union, or by the Local for the purpose of attending:

- (i) official negotiating sessions with the Employer;

- (ii) national executive and committee meetings of the Canadian Union of Public Employees and its affiliated or chartered bodies;
- (iii) official Union Business other than that specified in (i) and (ii) above.

(b) The number of employees from any one department entitled to take leave at the same time, in accordance with Article 29.05 (a) (iii), shall be at the discretion of the hospital and determined by the number of employees available. The Hospital shall maintain the full salary and benefits of the employee during leave of absence in accordance with Article 29.05. The Union shall then reimburse the Hospital. Application for such leave shall be made at least four (4) weeks in advance whenever possible.

(c) In order that the work of the Hospital shall not be unreasonably interrupted, it is agreed that grievances will be serviced outside of working hours whenever possible.

(d) If it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld nor will the employee suffer a loss of pay. When resuming the regular work, each Steward shall report to his immediate Supervisor and if requested in the event of undue delay, will give him a reasonable explanation of his absence.

(e) One Union member selected to represent the Union at any adjudication shall be granted leave of absence with pay while performing these duties.

#### **29.06 Leave for Union Employment**

An employee who is elected or selected for a full-time position with the National, Provincial or Local Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of one (1) year.

Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the employee shall have the right to pay the full costs, including the hospital's share, during the period of such leave of absence.

#### **29.07 Termination of Leave**

Failure to report to work upon termination of leave of absence may result in severance of employment.

#### **29.08 Educational Leave**

(a) When an employee requests leave for educational purposes related to hospital employment, he may be granted unpaid leave at the discretion of the hospital. Seniority will be maintained but will not accumulate during such unpaid leave.

(b) The employer shall grant paid leave, at straight time, to employees for the purpose of actually writing exams in courses sanctioned or required as upgrading by the employer. Article 23 Overtime is not applicable to such leaves.

(c) When the employer requires incumbents to acquire new or additional skills or qualifications beyond those necessary for certification/recertification/licensure to maintain their present employment, incumbents shall be granted leave with pay at their regular rate and be reimbursed for reasonable travel expenses as per the travel policy or be provided opportunities for training by the employer during regularly scheduled hours.

### **ARTICLE 30 - TEMPORARY ASSIGNMENT:**

30.01 (a) When a temporary assignment occurs within the bargaining unit and is known in advance to be for a period of six (6) months or more, it shall be filled in accordance with Article 31.01, 31.02, 31.03. A full-time or part-time employee who takes a temporary assignment will not be considered a temporary employee as defined in 2.02 (c).

(b) Any subsequent vacancies resulting from Article 30.01(a) shall be offered to the senior qualified employee within that department or unit or station. If no qualified employee accepts the temporary assignment, the Hospital shall then have the right to make the appointment.

(c) Temporary assignments known in advance to be greater than two (2) months but less than six (6) months shall be filled by the appointment of the senior qualified employee within that department or unit or station. If no qualified employee accepts the temporary assignment, the Hospital shall then have the right to make the appointment.

(d) Temporary assignments known in advance to be less than two (2) months shall be offered within the department, unit or station as per Article 6.09 or as a block by seniority to a part-time or casual employee within the department, unit or station. The employee must be employed for that type of work and in the case of a part-time employee, the block must not interfere with the employee's regular employment. If no employee accepts the assignment, the Hospital shall then have the right to make the appointment.

30.02 Upon completion of the temporary assignment posted in accordance with Article 30.01 (a) and (b), the employee shall return to his former position.

30.03 An employee in a temporary assignment shall complete the term of the temporary assignment as posted before being assigned to another temporary assignment unless otherwise mutually agreed.

30.04 When a full-time or part-time employee is assigned to a temporary position and the temporary employment is terminated, the employee will be returned to his former position. Should the position no longer exist, the employee may exercise his rights under Article 20.04.

#### **ARTICLE 31 - VACANT POSITIONS:**

31.01 When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall post notice of the vacancy for a minimum of seven (7) calendar days. Such notice shall be forwarded electronically by the hospital to the Local.

31.02 Such notices shall contain the following information:

- (a) duties of the position;
- (b) essential qualifications as per the class specifications;
- (c) other job requirements;
- (d) hours of work and job location;
- (e) salary; and
- (f) date of posting.

The job requirements must be relevant to the position.

31.03 Appointment to the position shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements as posted.

31.04 (a) The successful candidate, if already an employee as defined in this Agreement, shall be placed on a trial basis in the new classification or position for a period of 300 worked hours. Subject to the mutual agreement of the Hospital and the Local, such trial period may be extended for a reasonable period. If the employee proves unsatisfactory during the aforementioned trial period or if the employee satisfies the hospital he is unable to perform the duties of the new position, he shall be returned to his former position or in the case of a casual employee he shall be returned to casual status as per Article 2.03(c), without loss of seniority or former salary, and any other employee

promoted or transferred because of the rearrangement of positions shall be returned to his former position without loss of seniority or former salary. Conditional on satisfactory service, appointment to the position shall become permanent after the trial period.

(b) If the successful candidate returns to his former position or status in accordance with 31.04 (a), the Hospital shall appoint the next senior qualified applicant who applied for the position. Should such applicant not be successful then the Hospital shall repost the vacancy.

31.05 (a) Within fourteen (14) calendar days of the close of competition, notice shall be posted for a minimum of seven (7) calendar days of either the name of the successful candidate, or the fact that the position has not been filled. Such notice shall also be sent to the Local. Upon written request by the employee, the Employer shall provide a written explanation as to why the employee was not appointed to the position.

(b) Upon being awarded the position, the Hospital will make every reasonable effort to move the employee to the new position within (4) four weeks.

31.06 An employee must have at least nine (9) months service in her present position in order to be able to apply for a lateral transfer. A lateral transfer is a transfer to the same classification, hours of work and employee status as previously held by an employee.

31.07 Without the necessity of a posting in accordance with Article 31, when an employee who has become incapacitated by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the hospital will make every reasonable effort to relocate the employee in a position, job, or in the case of a casual employee, casual work, consistent with his disability, incapacity, or age. The hospital shall not displace any other employee, except a probationary employee, from his position, in order to effect this relocation.

31.08 In the event there is no applicant from within the hospital, further postings for the same classifications in the same department need not be made for a period of thirty (30) days, but the hospital may hire any qualified applicant.

31.09 (a) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.

(b) Where an employee is employed in a position listed in Appendix "A" but is designated as excluded by agreement of the parties or by the Labour and Employment Board, he shall not lose his seniority and shall benefit from this Agreement.

(c) Where an employee is permanently promoted or transferred to a position not covered by Appendix "A" he shall lose his seniority and shall not benefit from this Agreement.

## **ARTICLE 32 - SENIORITY:**

32.01 Seniority for the purpose of this Agreement is defined as the total number of regular hours from the date of hiring. Unless otherwise mentioned hospital-wide seniority shall be used in determining priorities in all matters measured by length of service. An employee can only accumulate a maximum of 150 seniority hours in a four (4) week period and 1957.5 seniority hours in any one year.

32.02 Notwithstanding 32.01, seniority of casual employees for the purpose of this Agreement is defined as the total number of regular hours from the date the employee became a member of the bargaining unit by meeting the definition of an employee in accordance with the *Public Service Labour Relations Act*.

32.03 A seniority list of all employees covered by this Agreement showing the name, classification, date of hiring and the number of credited regular hours to the service of the hospital shall be posted no later than March 1<sup>st</sup> of each year in a place accessible to all employees so affected. A thirty (30) calendar day protest period respecting revision

shall be allowed following such posting. A copy of the revised seniority list shall be forwarded to the Local upon request.

32.04 An employee shall not lose accumulated seniority rights while on approved leave of absence or in the event of an involuntary transfer. An employee shall lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns or retires;
- (c) he is suspended for just cause for which event the loss of seniority shall be for the period of suspension;
- (d) he is laid off for a period longer than eighteen (18) consecutive months.

32.05 Notwithstanding Article 32.04(d), an employee who has worked casual shifts during the recall period as per Article 20.08 and is rehired by the Employer immediately upon termination of the recall period shall retain all accumulated seniority hours.

#### **ARTICLE 33 - RETIREMENT:**

33.01 The normal retirement age shall be as defined in the CUPE Shared Risk Pension Plan.

33.02 If an employee's employment is extended beyond age sixty-five (65), the employee shall receive all benefits and conditions of employment as provided under this agreement.

33.03 If an employee chooses, he may retire anytime after his fifty-fifth (55) birthday without loss of retirement benefits and he shall receive pension benefits as defined in the hospital Pension Plan in which he is enrolled.

#### **ARTICLE 34 - RETIREMENT ALLOWANCE:**

34.01 When an employee having continuous service of 9,787.5 hours or more retires in accordance with the pension plan in effect at the time, or has his employment terminated due to disability, death, age or is laid off, the hospital shall pay such an employee or beneficiary a severance allowance equal to 37.5 hours' pay for each 1,957.5 hours of continuous service, but not exceeding 937.5 hours' pay, at the employee's regular rate of pay. In the case of layoff, such payment will only take place at the end of the eighteen (18) month period provided for under Article 20.06.

34.02 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 Local, 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. 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.

#### **ARTICLE 35 - PENSIONS:**

35.01 (a) By Memorandum of Understanding dated May 18, 2012, the parties agreed on revisions to the Pension Plan for CUPE Employees of New Brunswick Hospitals ("CUPE Hospitals Plan") as well as the Plans's conversion to a shared risk plan in accordance with the requirements of the *Pension Benefits Act*, S.N.B. 1987, P-5.1 ("PBA"). The Plan was so revised and converted to the Shared Risk Plan for CUPE Employees of New Brunswick Hospitals ("CUPE Shared Risk Plan") effective July 1, 2012.

(b) As a component of the CUPE Shared Risk Plan, the parties agreed, by Confirmation of Adoption of Funding Policy dated December 20, 2012, on the parameters of the Initial Funding Policy for the CUPE Shared Risk Plan. Such parameters may be amended by agreement of the parties from time to time.

(c) It is the agreement of the parties that the CUPE Shared Risk Plan is for the exclusive benefit of the members of the Plan and their beneficiaries/claimants. Eligibility rules for membership to the Plan may be amended from time to time upon agreement of the parties.

(d) Both parties shall be equally represented on the Board of Trustees of the CUPE Shared Risk Plan in accordance with the provisions of the said Plan.

35.02 An employee who is eligible to retire in accordance with the provisions of the pension plan in effect and who desires to participate in a Retirement Counselling Program approved by the Board of Trustees shall be granted, once only, within the five (5) year period prior to the earliest date at which the employee wishes to retire, a leave of absence without loss of pay to a maximum of two (2) days to attend such a program within the Province of New Brunswick.

**ARTICLE 36 – HEALTH AND DENTAL BENEFITS:**

36.01 The hospital agrees to provide its employees who are registered and in good standing with the hospital-Medicare-New Brunswick Insurance Plan, semi-private or better accommodation without differential charges. Similar courtesy will be extended to adult dependents of employees. These courtesy offers are restricted to availability of facilities.

36.02 (a) The hospital shall pay

- (i) seventy-five per cent (75%) of the cost of premiums of the employee health plan as determined by the Standing Committee on Insured Benefits of the Province of New Brunswick; and
- (ii) fifty per cent (50%) of the cost of premiums of the basic dental plan as announced for all employees and their dependents.

(b) These provisions shall apply to employees who agree to pay the remaining percentage of the cost of premiums.

**ARTICLE 37 - GROUP LIFE INSURANCE:**

37.01 (a) The Employer agrees to provide Group Life Insurance coverage as outlined in the Group Life Insurance Plan for Employees of the Province of New Brunswick.

(b) Accidental Death and Dismemberment Insurance will be provided on a voluntary basis, at the employee's cost.

The parties agree that coverage will be administered in accordance with the terms of the master policies held by the Province of New Brunswick.

37.02 In addition to the above, Treasury Board agrees to maintain the group life plan presently in effect in any hospital.

**ARTICLE 38 - UNIFORMS:**

38.01 The hospital shall provide, maintain and launder, without cost to the employee, all uniform clothing required to be worn on duty. Uniforms shall remain the property of the hospital and shall not be worn off duty or removed from the hospital premises unless the hospital fails to provide for the changing of uniform clothing.



## **ARTICLE 39 - PAY ADMINISTRATION:**

39.01 The wages of all the classifications covered by this Agreement are shown in Appendix "B" or "B-1" which shall form part of this Agreement. Except in cases which have received prior approval of the hospital, no employee shall make any assignment of his pay to any third party.

39.02 No employee shall receive any reduction in his salary rate as a result of this agreement.

### **39.03 Meals**

(a) The price of meals which are provided to employees will be based on the cost of raw food, supplies, and cafeteria wages.

(b) When the Employer requires an employee to work away from his regular workplace and notice is not provided in advance of the start of the workday, the employee shall be reimbursed for the cost of a meal as provided for in the provincial travel policy as amended from time to time if meals or access to meals cannot be provided where the employee is assigned to work.

### **39.04 Shift Premium**

An evening shift premium of nine dollars and eighty four cents (\$9.84) per evening shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 1600 hours and 2400 hours.

A night shift premium of twelve dollars and sixty six cents (\$12.66) per night shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 2400 hours and 0800 hours.

A weekend day shift premium of nine dollars and eighty four cents (\$9.84) per shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 0800 hours and 1600 hours on Saturday and/or Sunday.

### **39.05 Payroll Period**

(a) The Hospital agrees to maintain a biweekly pay period. The Hospital will also maintain a biweekly levelled pay for full-time employees. The levelled pay shall be reconciled within a time period established by the Hospital.

(b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.

(c) For those employees receiving pay cheques the hospital agrees to make available the pay cheque of employees assigned to the night shift as they come off duty.

(d) If a mistake is made on a pay cheque it shall be rectified within forty- eight (48) hours provided the amount is fifty (\$50) dollars or more after deductions and is requested by the employee.

(e) If a regular scheduled day off falls on a pay day, an employee receiving a pay cheque shall, upon request, receive his pay on the previous day.

(f) Direct Deposit - 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*.

(g) Where a hospital implements a system of direct deposit, employees who are currently receiving pay cheques may continue to receive pay cheques.

### 39.06 **Accumulated Credits**

(a) The hospital shall distribute pension plan information provided by the Board of Trustees to employees as required from time to time.

(b) Where possible, the hospital shall advise the employee at each pay period of his statutory holidays, overtime, sick leave and vacation credits available for the current vacation year.

(c) The hospital shall advise each employee of the amount of his accumulated sick credits once a year.

### 39.07 **Annual Increment**

An employee shall be entitled to an annual increment to the extent provided in Appendix "B" or "B-1" upon completion of 1957.5 hours of work or multiples thereof. For the purpose of calculating the increase, the increment date shall be moved to the first day of the pay period in which it falls.

### 39.08 **Acting Pay**

(a) Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of three (3) consecutive working days. Such pay is to be retroactive to the first day of assignment.

(b) Where a position is temporarily vacant for a period of three (3) consecutive working days, the hospital shall not assign more than one employee for the sole purpose of avoiding payment of temporary assignment pay.

(c) Eligible employees shall be paid that step on the pay scale of the higher classification which will allow a minimum increase of five per cent (5%). Should that step in the higher scale exceed ten per cent (10%), then a maximum of ten per cent (10%) shall be paid. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which he is assigned.

(d) 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.

### 39.09 **Promotion and Demotion**

The appointment of an employee (in accordance with Article 20, 30 or 31) to a different position constitutes:

(a) A promotion, where the maximum rate of pay applicable to the new position to which the employee is appointed exceeds the maximum rate of pay applicable to the position held by him immediately prior to that appointment

(b) A demotion where the maximum rate of pay applicable to the new position to which the employee is appointed is less than the maximum rate of pay applicable to the position held by him immediately prior to that appointment;

(c) Where an employee is promoted he shall move to the step of the pay band for the new position that will increase his rate of pay at least five percent (5%) or to the minimum for the new position, whichever is greater. In no case shall the eligible employee be paid an amount greater than the maximum of the new classification to which he is appointed.

(d) On demotion, if the employee's current rate is below the maximum of the new pay band. The employee shall be placed at the step in the new pay band closest to the employee's present rate and which is not a decrease. If the employee's current rate is more than the maximum of the new pay range the employee shall be paid at the maximum for the lower classification.

#### 39.10 Professional Fees

Employees who are required to carry a certification to carry out the duties of their position shall have one hundred dollars (\$100) paid by the employer towards their annual professional fees. If the professional fees are less than one hundred dollars (\$100) the employer shall pay the full fees for that certification

### **ARTICLE 40 - CLASSIFICATION MAINTENANCE:**

40.01 The classifications covered by this Agreement shall be those listed in Appendix "A" and "A-1" of this Agreement. The Employer agrees to provide the Union with job specifications for classifications listed in Appendix "A" and A-1 as they are revised.

40.02 Where the Union and/or the 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 Joint Maintenance Committee for determination.

40.03 If a new classification comes into being during the life of this agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the matter shall be forwarded to the Joint Maintenance Committee to determine the appropriate band for the new or revised classification. Pending determination of the appropriate band, the Employer may set an interim wage rate for such classification.

#### 40.04 Joint Maintenance Process

(a) A Joint Maintenance Committee (JMC) consisting of two representatives of both the Employer and the Union shall be responsible for maintaining the integrity of the classification system implemented effective July 1, 2007.

(b) When evaluating new classifications, revised classifications or reclassification requests, the JMC shall apply the job evaluation methodology that was used in establishing the new classification system.

(c) The JMC shall meet as required and each party shall be responsible for the expenses of its members.

(d) A decision of the JMC shall be final and binding.

(e) In the event that the JMC is unable to reach consensus on any matter referred to the committee, the matter shall be referred to the Joint Steering Committee.

(f) A Joint Steering Committee, consisting of one representative of both the Employer and the Union, shall consider any matter referred to it by the JMC, and provide a decision that is final and binding.

40.05 In no event shall the process outlined in 40.02 and 40.03 exceed six (6) months.

### **ARTICLE 41 - PRESENT AND GREATER BENEFITS:**

### **ARTICLE 42 - TECHNOLOGICAL CHANGE:**

42.01 In this Article "Technological Change" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

42.02 Where the equipment or material so introduced is to be operated by employees of the same classification as those formerly carrying on the operation, the incumbents are to be given a reasonable opportunity for training, at the Employer's expense, without loss of pay or benefits to the employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

42.03 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer will make every effort to retain the employee in such position as may be available within the competence of the employee (including the exercise of such rights as are otherwise contained in this Agreement).

42.04 The Employer, in planning technological change will make every effort to absorb consequential redundancies by attrition.

42.05 The Employer agrees to give the Union thirty (30) days' notice of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit, or substantial changes in the hours of work or the duties performed by employees in the bargaining unit.

42.06 Notwithstanding Articles 31.01 and 31.03, an employee who is affected by a layoff because of technological change shall have the first opportunity to fill an opening in another classification for which he is qualified, in order to avoid the lay-off.

#### **ARTICLE 43 - INJURED ON DUTY:**

43.01 An employee who is injured on the job or suffers a recurrence of an injury on the job shall, as soon as possible, report the matter to the Supervisor or Department Head and file a Workers' Compensation claim.

43.02 (a) An employee who is injured on the job or suffers a recurrence of an injury on the job and who has his Workers' Compensation claim approved shall receive benefits pursuant to the *Workers' Compensation Act*.

(b) Employees who are receiving compensation benefits under the *Workers' Compensation Act* shall earn vacation and sick leave credits in accordance with Articles 26 and 27. However, vacation leave credits may only be earned up to one leave year as per Article 26.01.

43.03 The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a Workers' Compensation claim, and/or who is receiving benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits, vacation credits, or any other accumulated credits except as provided in 43.04.

43.04 Notwithstanding Article 43.03, an employee, who as a result of having suffered an injury on the job is without revenue while waiting to receive compensation benefits pursuant to the *Workers' Compensation Act*, may apply for a monetary advance from the Employer subject to the following conditions:

- (a) that he has requested such advance at least three (3) days before each of his regular pay days;
- (b) that he agrees to assign compensation payments equal to the same amount and same period of time;
- (c) that the employee has the necessary vacation and/or sick leave credits; or is eligible for a sick leave advance under 27.14.
- (d) payment shall commence following a three (3) day waiting period stipulated under the *Workers' Compensation Act* during which compensation is not payable;

- (e) the advance shall be equivalent to the compensation payable pursuant to the *Workers' Compensation Act*, for the same period, until such time as the claim is approved or denied;
- (f) if the claim is not approved, the employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 27;
- (g) the Employer will credit any sick leave days used for this purpose to the employee's accumulated sick leave upon receipt of the assigned compensation payments following approval of the claim;
- (h) for the purpose of calculating the monetary advance, one full accrued sick leave credit shall be used for each of the employee's scheduled working days; and
- (i) upon approval of the Worker's Compensation claim, the employee will be credited with seniority for the required waiting period stipulated under the *Workers' Compensation Act*.

**ARTICLE 44 – RETROACTIVITY:**

44.01 Wages under this Agreement are effective from July 1, 2019. Retroactive pay shall apply to all paid hours including regular, overtime and call-back by any employee in the Bargaining Unit.

44.02 Persons not eligible for retroactive payment are as follows:

- (a) Those who left the employ of the Hospital before completing their probationary period.
- (b) Those persons who became employed on or after July 1, 2019, and who voluntarily left the employ of the Hospital prior to the date of the signing of this Agreement.
- (c) Those persons who have been discharged for matters of discipline.
- (d) Those persons who have left the employ of the Hospital without giving proper notice as defined in the Agreement.
- (e) Casual and temporary employees who have worked less than six (6) continuous months as of date of signing.

44.03 (i) Any person who has a claim for retroactivity pay hereunder and who is not employed on the date of the signing of this Agreement shall make claim by notice in writing to the Hospital which was the former Employer within forty-five (45) calendar days from the signing of this Agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay.

(ii) Notwithstanding Article 44.03(i), upon renewal of the collective agreement, the Employer shall make retroactive payments on a pro-rated basis to all retirees who retired after July 1, 2019.

**ARTICLE 45 - DURATION AND TERMINATION:**

45.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning on the date of signing and ending on June 30, 2024, and shall be automatically renewed thereafter for successive periods of twelve (12) 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 no more than one hundred and eighty (180) calendar days prior to the expiration of this Agreement or any renewal thereof.

45.02 Notwithstanding the preceding, where a notice requesting negotiation of a new Agreement has been given to Treasury Board, this Agreement shall remain in full force and effect until such time as an Agreement has been signed 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*.

**ARTICLE 46 - WAGE SETTLEMENT NOTATION:**

46.01 The parties agree that the wage adjustments provided for in this agreement resolve all outstanding recruitment/retention, wage and pay equity issues.

IN WITNESS WHEREOF, the parties have signed this 14th day of December, 2021.

FOR THE EMPLOYER:

Ernie Steeves

K. Dorothy Shephard

Thomas Johansen

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FOR THE UNION:

Norma Robinson

Lisa Allen

Bryan Harris

Susan Touchie

Charline Cormier

Kim Davidson

Scottie Floyd

Ellie Michel

Cheryl Omvlee

Daniel Boucher

Charles Dupuis

Joseph Lanteigne

Mary Jardine

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**APPENDIX A - (Sorted by Pay Band)**

**CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION (361)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>                                      |
|-----------------|-------------|--|
| 1               | 1005        | Mailroom Clerk   |
| 1               | 1071        | Printing Services Assistant                                |
| 3               | 1001        | File Clerk   |
| 3               | 1010        | Telecommunications Clerk                                   |
| 5               | 1011        | Data Entry Clerk   |
| 5               | 1016        | Health Records Clerk                                       |
| 5               | 1094        | Inventory Expeditor  |
| 5               | 1004        | Patient Menu Clerk   |
| 5               | 1059        | Printing Press Operator                                    |
| 5               | 1075        | Research Services Clerk                                    |
| 5               | 1053        | Transcribed Reports Clerk                                  |
| 5               | 1049        | Lifeline Services Representative(Unique)                   |
| 6               | 1006        | Receptionist   |
| 6               | 1007        | Admission/Registration/Scheduling Clerk                    |
| 6               | 1017        | Library Technician   |
| 6               | 1062        | Mailroom Services Coordinator                              |
| 6               | 1065        | Telecommunications/Admitting/Registration/Scheduling Clerk |
| 6               | 1089        | Accounting Clerk / Driver (PIO)                            |
| 7               | 1018        | Medical Transcriptionist                                   |
| 7               | 1021        | Administrative Support (Non-clinical)                      |
| 7               | 1024        | Accounting Clerk   |
| 7               | 1028        | Payroll Clerk  |
| 7               | 1029        | Benefits Clerk   |
| 7               | 1043        | Pharmacy Assistant   |
| 7               | 1051        | Inventory Services Agent                                   |
| 7               | 1063        | File Clerk Coordinator                                     |
| 7               | 1070        | Printing/Duplicating Services Coordinator                  |
| 7               | 1093        | Accounting and Payroll Clerk                               |
| 8               | 1019        | Telecommunications Services Coordinator                    |
| 8               | 1020        | Extra-Mural Administrative Support                         |
| 8               | 1023        | Staffing Support   |
| 8               | 1025        | Administrative Support (Clinical)                          |
| 8               | 1027        | Nursing Unit Clerk   |
| 8               | 1057        | Operating Room Booking Clerk                               |
| 8               | 1060        | Pharmacy Technician  |
| 8               | 1061        | Pharmacy Assistant (Delegated Checker)                     |
| 8               | 1078        | Inventory Services Administrative Support                  |
| 9               | 1032        | Admission/ Registration/ Scheduling Coordinator            |
| 9               | 1048        | Pharmacy Information System Technician(PIO)                |
| 9               | 1090        | Scheduling Module Clerk(PIO)                               |
| 9               | 1095        | Supplies Services Supervisor                               |
| 9               | 1096        | Pharmacy Assistant (Delegated Functions)                   |
| 10              | 1034        | Senior Accounting Clerk                                    |
| 10              | 1035        | Administrative Assistant (Non-clinical)                    |
| 10              | 1036        | Resource Payroll Clerk                                     |
| 10              | 1064        | Extra-Mural Administrative Support Coordinator             |
| 10              | 1076        | Administrative Assistant (Clinical)                        |
| 10              | 1079        | Hostel Services Coordinator                                |
| 10              | 1088        | Fast Break Supervisor                                      |

|    |      |   |
|----|------|---|
| 10 | 1098 | Medical Transcriptionist Coordinator            |
| 11 | 1026 | Medical Transcriptionist Supervisor             |
| 11 | 1038 | Payroll Coordinator                             |
| 11 | 1068 | Scheduling Supervisor / Data Base Resource(PIO) |
| 11 | 1072 | Pharmacy Assistant Coordinator                  |
| 11 | 1077 | Administrative Services Coordinator             |
| 11 | 1087 | Pharmacy Coordinator                            |
| 12 | 1037 | Accounting Services Supervisor                  |

**INSTIUTIONAL SERVICES (381)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>                          |
|-----------------|-------------|--|
| 1               | 2086        | Supplies Courier                               |
| 2               | 2036        | Clean Laundry Processor                        |
| 2               | 2034        | Environmental Services Worker A                |
| 2               | 2040        | Environmental Services Worker B                |
| 2               | 2035        | Food Services Worker A                         |
| 2               | 2041        | Food Services Worker B                         |
| 2               | 2021        | Laboratory Services Worker                     |
| 2               | 2042        | Laundry Services Worker                        |
| 3               | 2038        | Groundskeeper                                  |
| 3               | 2033        | Nursing Unit Aide                              |
| 3               | 2074        | Nursing Unit Maintenance Support               |
| 3               | 2067        | Patient Room Aide                              |
| 3               | 2003        | Prep Cook                                      |
| 5               | 2010        | Cartage Driver                                 |
| 5               | 2093        | Groundskeeper / Equipment Operator             |
| 5               | 2070        | Medical Device Reprocessing Technician         |
| 5               | 2037        | Sewing Machine Operator                        |
| 6               | 2063        | Drywaller / Lather                             |
| 6               | 2009        | Patient and Supply Courier                     |
| 6               | 2099        | Supply Technician / Inventory Expeditor (PIO)  |
| 7               | 2068        | Building Systems Operator                      |
| 7               | 2072        | Diet and Menu Technician                       |
| 7               | 2018        | Maintenance Worker                             |
| 7               | 2022        | Security Officer                               |
| 8               | 2095        | Groundskeeper / Equipment Operator Coordinator |
| 9               | 2026        | Environmental Services Coordinator             |
| 9               | 2030        | Environmental Services Supervisor              |
| 9               | 2029        | Food Services Supervisor                       |
| 9               | 2027        | Laundry Services Coordinator                   |
| 9               | 2046        | Painter  |



|    |      |   |
|----|------|---|
| 9  | 2066 | Supply Technician Coordinator           |
| 10 | 2044 | Carpenter/Cabinetmaker/Locksmith        |
| 10 | 2004 | Cook                                    |
| 10 | 2057 | Electronic Technician                   |
| 10 | 2019 | Power Engineer 1                        |
| 11 | 2056 | Electrician                             |
| 11 | 2028 | Food Service Supervisor and Cook        |
| 11 | 2060 | Industrial Instrument Mechanic          |
| 11 | 2059 | Industrial Mechanic                     |
| 11 | 2051 | Plumber                                 |
| 11 | 2080 | Plumber / Medical Gas Technician        |
| 11 | 2100 | Power Engineer 1 Coordinator            |
| 11 | 2020 | Power Engineer 2                        |
| 11 | 2054 | Refrigeration and Ventilation Mechanic  |
| 12 | 2001 | Chief Power Engineer 1                  |
| 12 | 2081 | Industrial Mechanic / Welder (PIO)      |
| 12 | 2085 | Maintenance Coordinator / Plumber (PIO) |
| 13 | 2002 | Chief Power Engineer 2                  |

**PATIENT SERVICES (382)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>                     |
|-----------------|-------------|---|
| 3               | 3022        | Diagnostic Imaging Assistant              |
| 3               | 3024        | Porter                                    |
| 4               | 3046        | Respiratory Therapy Assistant             |
| 5               | 3004        | Cardiology Technician (Non-registered)    |
| 5               | 3023        | Patient Care Attendant 1                  |
| 5               | 3042        | Ophthalmic Assistant (Unique)             |
| 6               | 3000        | Activity Worker                           |
| 6               | 3010        | Hairstylist                               |
| 6               | 3025        | Patient Care Attendant 2                  |
| 7               | 3001        | Addiction Services Attendant              |
| 7               | 3003        | Audiology/Speech Therapy Assistant        |
| 7               | 3041        | Medical Laboratory Assistant/Phlebotomist |
| 8               | 3012        | Psychiatric Attendant                     |
| 8               | 3013        | Human Services Counselor                  |
| 8               | 3015        | Morgue Attendant                          |
| 8               | 3029        | Occupational / Physiotherapy Assistant    |
| 8               | 3049        | Central Portering Supervisor              |
| 8               | 3052        | Rehabilitation Assistant                  |

|         |      |   |
|---------|------|---|
| 9       | 3036 | Vocational Workshop Attendant             |
| 9       | 3037 | Work Rehabilitation Placement Facilitator |
| 9       | 3043 | Orderly (PIO)                             |
| 9       | 3048 | Forensic Attendant                        |
| 10      | 3035 | Orthopedic Technologist                   |
| 10      | 3014 | Licensed Practical Nurse                  |
| 10      | 3047 | Emergency Medical Dispatcher              |
| 11      | 3050 | Critical Care Transport Coordinator       |
| 11      | 3009 | Primary Care Paramedic                    |
| 12      | 3002 | Paramedic Coordinator                     |
| 12      | 3054 | Emergency Medical Dispatcher Coordinator  |
| No Band | 3011 | Advanced Care Paramedics                  |

**APPENDIX A – 1 (Sorted by Classification)**

**CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION (361)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>                           |
|-----------------|-------------|---|
| 7               | 1093        | Accounting and Payroll Clerk                    |
| 7               | 1024        | Accounting Clerk                                |
| 6               | 1089        | Accounting Clerk / Driver (PIO)                 |
| 12              | 1037        | Accounting Services Supervisor                  |
| 10              | 1076        | Administrative Assistant (Clinical)             |
| 10              | 1035        | Administrative Assistant (Non-clinical)         |
| 11              | 1077        | Administrative Services Coordinator             |
| 8               | 1025        | Administrative Support (Clinical)               |
| 7               | 1021        | Administrative Support (Non-clinical)           |
| 9               | 1032        | Admission/ Registration/ Scheduling Coordinator |
| 6               | 1007        | Admission/Registration/Scheduling Clerk         |
| 7               | 1029        | Benefits Clerk                                  |
| 5               | 1011        | Data Entry Clerk                                |
| 8               | 1020        | Extra-Mural Administrative Support              |
| 10              | 1064        | Extra-Mural Administrative Support Coordinator  |
| 10              | 1088        | Fast Break Supervisor                           |
| 3               | 1001        | File Clerk                                      |
| 7               | 1063        | File Clerk Coordinator                          |
| 5               | 1016        | Health Records Clerk                            |
| 10              | 1079        | Hostel Services Coordinator                     |
| 5               | 1094        | Inventory Expeditor                             |
| 8               | 1078        | Inventory Services Administrative Support       |
| 7               | 1051        | Inventory Services Agent                        |
| 6               | 1017        | Library Technician                              |

|    |      |  |
|----|------|--|
| 5  | 1049 | Lifeline Services Representative(Unique)                   |
| 1  | 1005 | Mailroom Clerk   |
| 6  | 1062 | Mailroom Services Coordinator                              |
| 7  | 1018 | Medical Transcriptionist                                   |
| 10 | 1098 | Medical Transcriptionist Coordinator                       |
| 11 | 1026 | Medical Transcriptionist Supervisor                        |
| 8  | 1027 | Nursing Unit Clerk   |
| 8  | 1057 | Operating Room Booking Clerk                               |
| 5  | 1004 | Patient Menu Clerk   |
| 7  | 1028 | Payroll Clerk  |
| 11 | 1038 | Payroll Coordinator  |
| 7  | 1043 | Pharmacy Assistant   |
| 8  | 1061 | Pharmacy Assistant (Delegated Checker)                     |
| 9  | 1096 | Pharmacy Assistant (Delegated Functions)                   |
| 11 | 1072 | Pharmacy Assistant Coordinator                             |
| 11 | 1087 | Pharmacy Coordinator                                       |
| 9  | 1048 | Pharmacy Information System Technician(PIO)                |
| 8  | 1060 | Pharmacy Technician  |
| 5  | 1059 | Printing Press Operator                                    |
| 1  | 1071 | Printing Services Assistant                                |
| 7  | 1070 | Printing/Duplicating Services Coordinator                  |
| 6  | 1006 | Receptionist   |
| 5  | 1075 | Research Services Clerk                                    |
| 10 | 1036 | Resource Payroll Clerk                                     |
| 9  | 1090 | Scheduling Module Clerk(PIO)                               |
| 11 | 1068 | Scheduling Supervisor / Data Base Resource(PIO)            |
| 10 | 1034 | Senior Accounting Clerk                                    |
| 8  | 1023 | Staffing Support   |
| 9  | 1095 | Supplies Services Supervisor                               |
| 3  | 1010 | Telecommunications Clerk                                   |
| 8  | 1019 | Telecommunications Services Coordinator                    |
| 6  | 1065 | Telecommunications/Admitting/Registration/Scheduling Clerk |
| 5  | 1053 | Transcribed Reports Clerk                                  |

**INSTIUTIONAL SERVICES (381)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>            |
|-----------------|-------------|----------------------------------|
| 7               | 2068        | Building Systems Operator        |
| 10              | 2044        | Carpenter/Cabinetmaker/Locksmith |
| 5               | 2010        | Cartage Driver                   |

|    |      |  |
|----|------|--|
| 12 | 2001 | Chief Power Engineer 1                         |
| 13 | 2002 | Chief Power Engineer 2                         |
| 2  | 2036 | Clean Laundry Processor                        |
| 10 | 2004 | Cook   |
| 7  | 2072 | Diet and Menu Technician                       |
| 6  | 2063 | Drywaller / Lather                             |
| 11 | 2056 | Electrician                                    |
| 10 | 2057 | Electronic Technician                          |
| 9  | 2026 | Environmental Services Coordinator             |
| 9  | 2030 | Environmental Services Supervisor              |
| 2  | 2034 | Environmental Services Worker A                |
| 2  | 2040 | Environmental Services Worker B                |
| 11 | 2028 | Food Service Supervisor and Cook               |
| 9  | 2029 | Food Services Supervisor                       |
| 2  | 2035 | Food Services Worker A                         |
| 2  | 2041 | Food Services Worker B                         |
| 3  | 2038 | Groundskeeper                                  |
| 5  | 2093 | Groundskeeper / Equipment Operator             |
| 8  | 2095 | Groundskeeper / Equipment Operator Coordinator |
| 11 | 2060 | Industrial Instrument Mechanic                 |
| 11 | 2059 | Industrial Mechanic                            |
| 12 | 2081 | Industrial Mechanic / Welder (PIO)             |
| 2  | 2021 | Laboratory Services Worker                     |
| 9  | 2027 | Laundry Services Coordinator                   |
| 2  | 2042 | Laundry Services Worker                        |
| 12 | 2085 | Maintenance Coordinator / Plumber (PIO)        |
| 7  | 2018 | Maintenance Worker                             |
| 5  | 2070 | Medical Device Reprocessing Technician         |
| 3  | 2033 | Nursing Unit Aide                              |
| 3  | 2074 | Nursing Unit Maintenance Support               |
| 9  | 2046 | Painter  |
| 6  | 2009 | Patient and Supply Courier                     |
| 3  | 2067 | Patient Room Aide                              |
| 11 | 2051 | Plumber  |
| 11 | 2080 | Plumber / Medical Gas Technician               |
| 10 | 2019 | Power Engineer 1                               |
| 11 | 2100 | Power Engineer 1 Coordinator                   |
| 11 | 2020 | Power Engineer 2                               |
| 3  | 2003 | Prep Cook                                      |

|    |      |   |
|----|------|---|
| 11 | 2054 | Refrigeration and Ventilation Mechanic        |
| 7  | 2022 | Security Officer                              |
| 5  | 2037 | Sewing Machine Operator                       |
| 1  | 2086 | Supplies Courier                              |
| 6  | 2099 | Supply Technician / Inventory Expeditor (PIO) |
| 9  | 2066 | Supply Technician Coordinator                 |

**PATIENT SERVICES (382)**

| <b>Pay Band</b> | <b>Code</b> | <b>CLASSIFICATION</b>                     |
|-----------------|-------------|---|
| 6               | 3000        | Activity Worker                           |
| 7               | 3001        | Addiction Services Attendant              |
| No Band         | 3011        | Advanced Care Paramedics                  |
| 7               | 3003        | Audiology/Speech Therapy Assistant        |
| 5               | 3004        | Cardiology Technician (Non-registered)    |
| 8               | 3049        | Central Portering Supervisor              |
| 11              | 3050        | Critical Care Transport Coordinator       |
| 3               | 3022        | Diagnostic Imaging Assistant              |
| 10              | 3047        | Emergency Medical Dispatcher              |
| 12              | 3054        | Emergency Medical Dispatcher Coordinator  |
| 9               | 3048        | Forensic Attendant                        |
| 6               | 3010        | Hairstylist                               |
| 8               | 3013        | Human Services Counselor                  |
| 10              | 3014        | Licensed Practical Nurse                  |
| 7               | 3041        | Medical Laboratory Assistant/Phlebotomist |
| 8               | 3015        | Morgue Attendant                          |
| 8               | 3029        | Occupational / Physiotherapy Assistant    |
| 5               | 3042        | Ophthalmic Assistant (Unique)             |
| 9               | 3043        | Orderly (PIO)                             |
| 10              | 3035        | Orthopedic Technologist                   |
| 12              | 3002        | Paramedic Coordinator                     |
| 5               | 3023        | Patient Care Attendant 1                  |
| 6               | 3025        | Patient Care Attendant 2                  |
| 3               | 3024        | Porter                                    |
| 11              | 3009        | Primary Care Paramedic                    |
| 8               | 3012        | Psychiatric Attendant                     |
| 8               | 3052        | Rehabilitation Assistant                  |
| 4               | 3046        | Respiratory Therapy Assistant             |
| 9               | 3036        | Vocational Workshop Attendant             |
| 9               | 3037        | Work Rehabilitation Placement Facilitator |

| APPENDIX B  |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
|---|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|
| CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION, INSTITUTIONAL SERVICES, PATIENT SERVICES |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
| HOURLY RATES  |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
| Pay Band  | July 1/19 |         |         | July 1/20 |         |         | July 1/21 |         |         | July 1/22 |         |         | July 1/23 |         |         |
|   | A         | B       | C       | A         | B       | C       | A         | B       | C       | A         | B       | C       | A         | B       | C       |
| 1   | 17.2068   | 17.8426 | 18.5022 | 17.8009   | 18.4495 | 19.1222 | 18.4069   | 19.0685 | 19.7546 | 19.0250   | 19.6999 | 20.3997 | 19.6555   | 20.3439 | 21.0577 |
| 2   | 17.8506   | 18.5109 | 19.1955 | 18.4576   | 19.1311 | 19.8294 | 19.0768   | 19.7637 | 20.4760 | 19.7083   | 20.4090 | 21.1355 | 20.3525   | 21.0672 | 21.8082 |
| 3   | 18.5197   | 19.2048 | 19.9155 | 19.1401   | 19.8389 | 20.5638 | 19.7729   | 20.4857 | 21.2251 | 20.4184   | 21.1454 | 21.8996 | 21.0768   | 21.8183 | 22.5876 |
| 4   | 19.2138   | 19.9250 | 20.6630 | 19.8481   | 20.5735 | 21.3263 | 20.4951   | 21.2350 | 22.0028 | 21.1550   | 21.9097 | 22.6929 | 21.8281   | 22.5979 | 23.3968 |
| 5   | 19.9344   | 20.6727 | 21.4385 | 20.5831   | 21.3362 | 22.1173 | 21.2448   | 22.0129 | 22.8096 | 21.9197   | 22.7032 | 23.5158 | 22.6081   | 23.4073 | 24.2361 |
| 6   | 20.6826   | 21.4490 | 22.2436 | 21.3463   | 22.1280 | 22.9385 | 22.0232   | 22.8206 | 23.6473 | 22.7137   | 23.5270 | 24.3702 | 23.4180   | 24.2475 | 25.1076 |
| 7   | 21.4588   | 22.2542 | 23.0793 | 22.1380   | 22.9493 | 23.7909 | 22.8308   | 23.6583 | 24.5167 | 23.5374   | 24.3815 | 25.2570 | 24.2581   | 25.1191 | 26.0121 |
| 8   | 22.2650   | 23.0904 | 23.9470 | 22.9603   | 23.8022 | 24.6759 | 23.6695   | 24.5282 | 25.4194 | 24.3929   | 25.2688 | 26.1778 | 25.1308   | 26.0242 | 26.9514 |
| 9   | 23.1016   | 23.9583 | 24.8475 | 23.8136   | 24.6875 | 25.5945 | 24.5399   | 25.4313 | 26.3564 | 25.2807   | 26.1899 | 27.1335 | 26.0363   | 26.9637 | 27.9262 |
| 10  | 23.9696   | 24.8594 | 25.7822 | 24.6990   | 25.6066 | 26.5478 | 25.4430   | 26.3687 | 27.3288 | 26.2019   | 27.1461 | 28.1254 | 26.9759   | 27.9390 | 28.9379 |
| 11  | 24.8711   | 25.7947 | 26.7522 | 25.6185   | 26.5606 | 27.5372 | 26.3809   | 27.3418 | 28.3379 | 27.1585   | 28.1386 | 29.1547 | 27.9517   | 28.9514 | 29.9878 |
| 12  | 25.8069   | 26.7650 | 27.7594 | 26.5730   | 27.5503 | 28.5646 | 27.3545   | 28.3513 | 29.3859 | 28.1516   | 29.1683 | 30.2236 | 28.9646   | 30.0017 | 31.0781 |
| 13  | 26.7782   | 27.7728 | 28.8048 | 27.5638   | 28.5783 | 29.6309 | 28.3651   | 29.3999 | 30.4735 | 29.1824   | 30.2379 | 31.3330 | 30.0160   | 31.0927 | 32.2097 |
| *   | 29.4723   | 30.5667 | 31.7014 | 30.3579   | 31.4743 | 32.6316 | 31.2614   | 32.4000 | 33.5804 | 32.1828   | 33.3442 | 34.5483 | 33.1228   | 34.3074 | 35.5355 |

\* Advanced Care Paramedics

| APPENDIX B-1  |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
|---|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|-----------|---------|---------|
| CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION, INSTITUTIONAL SERVICES, PATIENT SERVICES |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
| ALL INCLUSIVE HOURLY RATES  |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |
| Pay Band  | July 1/19 |         |         | July 1/20 |         |         | July 1/21 |         |         | July 1/22 |         |         | July 1/23 |         |         |
|   | A         | B       | C       | A         | B       | C       | A         | B       | C       | A         | B       | C       | A         | B       | C       |
| 1   | 19.2200   | 19.9302 | 20.6670 | 19.8836   | 20.6081 | 21.3595 | 20.5605   | 21.2995 | 22.0659 | 21.2509   | 22.0048 | 22.7865 | 21.9552   | 22.7241 | 23.5215 |
| 2   | 19.9391   | 20.6767 | 21.4414 | 20.6171   | 21.3694 | 22.1494 | 21.3088   | 22.0761 | 22.8717 | 22.0142   | 22.7969 | 23.6084 | 22.7337   | 23.5321 | 24.3598 |
| 3   | 20.6865   | 21.4518 | 22.2456 | 21.3795   | 22.1601 | 22.9698 | 22.0863   | 22.8825 | 23.7084 | 22.8074   | 23.6194 | 24.4619 | 23.5428   | 24.3710 | 25.2303 |
| 4   | 21.4618   | 22.2562 | 23.0806 | 22.1703   | 22.9806 | 23.8215 | 22.8930   | 23.7195 | 24.5771 | 23.6301   | 24.4731 | 25.3480 | 24.3820   | 25.2419 | 26.1342 |
| 5   | 22.2667   | 23.0914 | 23.9468 | 22.9913   | 23.8325 | 24.7050 | 23.7304   | 24.5884 | 25.4783 | 24.4843   | 25.3595 | 26.2671 | 25.2532   | 26.1460 | 27.0717 |
| 6   | 23.1025   | 23.9585 | 24.8461 | 23.8438   | 24.7170 | 25.6223 | 24.5999   | 25.4906 | 26.4140 | 25.3712   | 26.2797 | 27.2215 | 26.1579   | 27.0845 | 28.0452 |
| 7   | 23.9695   | 24.8579 | 25.7796 | 24.7281   | 25.6344 | 26.5744 | 25.5020   | 26.4263 | 27.3852 | 26.2913   | 27.2341 | 28.2121 | 27.0963   | 28.0580 | 29.0555 |
| 8   | 24.8700   | 25.7920 | 26.7488 | 25.6467   | 26.5871 | 27.5630 | 26.4388   | 27.3980 | 28.3935 | 27.2469   | 28.2252 | 29.2406 | 28.0711   | 29.0690 | 30.1047 |
| 9   | 25.8045   | 26.7614 | 27.7547 | 26.5998   | 27.5759 | 28.5891 | 27.4111   | 28.4068 | 29.4401 | 28.2385   | 29.2541 | 30.3081 | 29.0825   | 30.1185 | 31.1936 |
| 10  | 26.7740   | 27.7679 | 28.7987 | 27.5888   | 28.6026 | 29.6539 | 28.4198   | 29.4538 | 30.5263 | 29.2675   | 30.3222 | 31.4161 | 30.1321   | 31.2079 | 32.3236 |
| 11  | 27.7810   | 28.8127 | 29.8822 | 28.6159   | 29.6682 | 30.7591 | 29.4675   | 30.5408 | 31.6534 | 30.3360   | 31.4308 | 32.5658 | 31.2220   | 32.3387 | 33.4964 |
| 12  | 28.8263   | 29.8965 | 31.0072 | 29.6820   | 30.7737 | 31.9067 | 30.5550   | 31.6684 | 32.8241 | 31.4453   | 32.5810 | 33.7598 | 32.3535   | 33.5119 | 34.7142 |
| 13  | 29.9112   | 31.0222 | 32.1750 | 30.7888   | 31.9220 | 33.0977 | 31.6838   | 32.8397 | 34.0389 | 32.5967   | 33.7757 | 34.9990 | 33.5279   | 34.7305 | 35.9782 |
| *   | 32.9205   | 34.1430 | 35.4104 | 33.9098   | 35.1568 | 36.4495 | 34.9189   | 36.1908 | 37.5093 | 35.9482   | 37.2455 | 38.5905 | 36.9981   | 38.3214 | 39.6932 |
| * Advanced Care Paramedics  |           |         |         |           |         |         |           |         |         |           |         |         |           |         |         |

## Appendix C

### Applicability of Collective Agreement to Casual Employees

Notwithstanding the collective agreement presently in effect between Treasury Board and the Canadian Union of Public Employees and its Council of Hospital Unions the following articles **only** shall apply to casual employees as defined in Article 2.02(d)

Article 2.02(d) - Casual employee definition

Article 2.03 - Probationary Period

Article 3 - Recognition

Article 4- Precedence of Legislation

Article 5 - Application of Agreement

Article 6.08 & 6.09 - Casual Employees

Article 7 - Continuance of Operations

Article 8 - Discrimination, Restriction and Coercion

Article 9 - Management Rights

Article 10 - Bulletin Board

Article 11 - Copies of Agreement

Article 13- Merger & Amalgamation

Only Article 13.03 applies to casual employees as follows:

*In the event of a merger and amalgamation, no new casuals will be hired in the Hospital until existing casual employees have been given the opportunity for casual work for which they are qualified.*

Article 14.01 to 14.05 - Safety and Health

Article 15 - Check off

Article 16 - Labour Management Committee

Article 17 - Grievance and Adjudication Procedure-

Article 18 - Disciplinary Procedure

*Only applicable to casual employees who have successfully completed the probationary period as per Article 2.03(a) of this Memorandum of Agreement.*

*However, should a casual employee be terminated or disciplined during their probationary period, the Hospital shall provide the reasons in writing to the Local Recording Secretary within ten (10) days.*

Article 21- Portability



*Only 21.01(b)- Pension plan (as determined under the applicable Pension Plan Document), 21.01 (f) Service credits as applicable to increments within a salary range and 21.01 (g) Seniority hours apply to casual employees.*

Article 22 - Hours of Work

*Article 22.01 does not apply to casuals, however a casual will not be scheduled for a shift that is less than four (4) hours.*

*22.02, 22.06, 22.11, 22.12 and 22.14 - apply to casuals*

*22.10 applies to casual employees for shifts already scheduled in advance.*

Article 23 - Overtime

*Overtime for casual employees shall only apply for hours worked in excess of the regular hours of work defined in 22.01. Article 23.07 & 23.08 shall apply to casuals.*

Article 24.02 - Standby and Call Back

*Only applicable to those casuals who as of date of signing of the Memorandum of Agreement re Previously Excluded Persons (November 26, 2010) benefitted from this article. If such an individual is called back to work, he/she will be paid 1.5 times their regular rate for the hours worked.*

Article 25 - Holidays

*Casual employees who work any of the eight (8) public holidays identified in the Employment Standards Act will be paid for hours worked on the public holiday at 1.5 times of the minimum regular rate of pay in Appendix "B" for the classification of the worked performed. A casual employee who works any holiday as identified in Article 25.01 shall not be given a day in lieu of working the holiday.*

Article 28 - Maternity Leave

*Does not apply to casuals, however, individuals on the casual employee list who are unavailable for work due to maternity leave and/or child care leave will advise the Employer when they become available for casual work subsequent to a pregnancy.*

Article 29.01 Bereavement Leave- does not apply to casual employees except as provided in 6.09 (g)

Article 29.02 (a) -Leave for Other Reasons

This article applies to casuals only as follows:

*Casuals may, upon written request, be granted a leave of absence without pay at the discretion of the Hospital.*

Article 29.05 (a) - Leave for Union Business

Article 30 - Temporary Assignment

Article 31 - Vacant Positions

*Articles 31.01 to 31.08 only apply to casuals*

Article 32 - Seniority

Article 38 - Uniforms

Article 39 - Pay Administration

*39.02 - Reduction in Salary - applies to casuals*

*39.03 - Meals- applies to casuals*

*39.04 - Shift premiums - applies to casuals*

*39.05 - Payroll Administration - (a), (b), (d), (f) & (g) apply to casuals*

Article 42 - Technological Change

*This article does not apply to casuals, however casual employees who require retraining due to the introduction of technological change, shall be retrained as required.*

Article 43 - Injured on Duty

Article 44 - Retroactivity

Article 45 - Duration and Termination

Article 46 - Wage Settlement Notation

## APPENDIX D

### Modified Hours of Work

Whereas the Parties recognize the need to develop modified hours of work to ensure adequate staffing resources for the efficient delivery of health care services, and

Whereas the present collective agreement between the parties defines hours of work as seven and one-half (7 ½) or eleven and one-quarter (11 ¼) as mentioned in Appendix E,

The Parties therefore agree to the implementation of modified hours of work on the following conditions:

- (a) The Hospital shall notify the Local in writing of its intent to introduce hours of work different from seven and one half (7 1/2) or eleven and one quarter (11 ¼), as the case may be. Such notice shall identify the purpose and location of the modified hours of work. The parties agree that any schedule with modified hours of work will maintain all existing full-time positions.
- (b) Modified hours of work shall be utilized only where service delivery and/or hours of operation require hours of work different from those set out above.
- (c) The Hospital and the Local shall meet at least thirty (30) days prior to implementation of the modified hours of work. The modified hours of work to be implemented shall be subject to mutual agreement between the employer and the union before implementation.
- (d) There shall be no split shifts or shifts of less than four (4) hours.

## APPENDIX E

### Eleven and One-Quarter (11¼) Hour Shifts

#### ARTICLE 22 – HOURS OF WORK

22.01 The regular daily hours of work in each shift shall be eleven and one-quarter (11¼). The regular weekly hours of work shall be thirty-seven and one-half (37½), averaged over a nine (9) week period. Meal periods shall not be considered hours of work.

22.02 Meal periods shall not be less than forty-five (45) minutes in each shift. Any employee who is required to remain at his place of duty during his meal period shall be compensated at the regular rate of pay.

Unless otherwise mutually agreed, the meal period of all employees shall not commence until they have completed at least one-half (½) hour's work of their daily shift.

22.03 No employee shall be required to work more than four (4) consecutive calendar days unless otherwise mutually agreed. As far as possible, each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than once in any four week period unless otherwise mutually agreed.

22.06 The hospital shall schedule three (3) rest periods of (15) fifteen minutes each during each full shift. An employee who is not scheduled to have a rest break during his regular shift shall in addition to his regular pay receive an extra payment of one-half time for the rest period not received.

22.08 Except by mutual agreement between the employee and the hospital, time off between rotating shift changes shall not be less than (12) twelve hours.

#### ARTICLE 23 – OVERTIME

23.01 Any work performed while

- (a) on vacation;
- (b) on holiday;
- (c) on a scheduled day off (only applicable to full-time and temporary full-time employees);
- (d) in excess of four (4) consecutive workdays, unless otherwise mutually agreed;
- (e) in excess of the regular hours of work as defined in Article 22.01;
- (f) on the fourth and subsequent consecutive weekend (Saturday and Sunday) unless otherwise mutually agreed;
- (g) within twelve (12) hours of a previously worked shift except as provided in Article 22.08;

shall constitute overtime. Work performed within twelve (12) hours of a previously worked shift shall constitute overtime in accordance with Article 23.05.

23.02 Notwithstanding Article 23.01, any work performed by either a part-time employee or a temporary part-time employee on a casual basis shall be entitled to compensation, at one and one-half (1½) times the employee's hourly rate only in the following circumstances:

- (i) In excess of eleven and one quarter (11.25) hours if not at the employee's option;
- (ii) In excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period).

## **ARTICLE 24 – STANDBY – CALL BACK**

24.04 When an employee who has left the hospital is called back to work, or when an employee is on standby duty and is called back to work, he shall be paid a minimum of two (2) hours pay to a maximum of twelve (12) hours at the overtime rate (as per Article 23.05) during any twelve (12) hour period.

## **ARTICLE 25 – HOLIDAYS**

25.01 All full-time employees shall receive one (1) day paid leave for each of the following holidays each year. This benefit shall be pro-rated for part-time employees in accordance with Article 6.01.:

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

Employees working the compressed work week shall have their holidays pro-rated on the basis of: for every three Statutory Holidays to which an employee is eligible he shall be given two days off with pay.

## **ARTICLE 26 – VACATIONS**

26.01 Every full-time and part-time employee who has completed his probationary period and who, on the 30<sup>th</sup> day of June, the last day of the vacation year, has seniority of:

- (a) less than 1,957.5 hours (one (1) year), shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter (1¼) days per month of continuous full-time service completed to the final day of the vacation year;
- (b) 1,957.5 hours (one (1) year) but less than 9,787.5 hours (five (5) years), shall be entitled to vacation of fifteen (15) days with pay at his regular rate;
- (c) 9,787.5 hours (five (5) years) but less than 31,320 hours (sixteen (16) years), shall be entitled to vacation of twenty (20) days with pay at his regular rate;
- (d) 31,320 hours (sixteen (16) years) but less than 33,277.5 hours (seventeen (17) years) shall be entitled to vacation of twenty-one (21) days with pay at his regular rate;
- (e) 33,277.5 hours (seventeen (17) years) but less than 35,235 hours (eighteen (18) years) shall be entitled to vacation of twenty-two (22) days with pay at his regular rate;
- (f) 35,235 hours (eighteen (18) years) but less than 37,192.5 hours (nineteen (19) years) shall be entitled to vacation of twenty-three (23) days with pay at his regular rate;

(g) 37,192.5 hours (nineteen (19) years) but less than 39,150 hours (twenty (20) years) shall be entitled to vacation of twenty-four (24) days with pay at his regular rate;

(h) 39,150 hours (twenty (20) years) or more, shall be entitled to vacation of twenty-five (25) days with pay at his regular rate.

This benefit shall be prorated for part-time employees in accordance with 6.03.

26.03 If one of the holidays referred to in Article 25.01 falls or is observed on a regular working day (7½ hours) during an employee's vacation, he shall be granted an additional seven and one-half (7½) hours vacation. An employee hospitalized or sick at home for five (5) consecutive days or more during his vacation period, will qualify for use of sick leave credits upon production of a doctor's certificate.

26.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty exceeds 7 1/3 working days in any one month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits.

#### **ARTICLE 27 – SICK LEAVE**

27.01 Each full-time employee in the bargaining unit shall accumulate sick leave credits at the rate of 11.25 hours per month for each calendar month of continuous employment up to a maximum credit of 1800 hours. Part-time employees paid in accordance with Appendix “B” shall accumulate sick leave credits on a pro-rata basis

27.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 18 exceeds 7 1/3 working days in any one 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.

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

27.14 An employee who has been employed for a period of two (2) years or greater, and who has used his accumulated sick leave credit shall be granted upon request a 112.5 hour block of advanced sick leave credits. Of the 112.5 hour day block sick leave credits granted, those credits actually used shall be paid back at the rate of 3.75 hours per month of credits earned upon return to employment. An employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee compensate the Employer for advanced sick leave granted and used which has not been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time he ceased to be an employee. An employee will not be permitted to borrow sick leave credits until all previously borrowed credits have been repaid in accordance with this Article.

#### **ARTICLE 28 – MATERNITY LEAVE**

28.02 An employee who is granted maternity leave shall be permitted to use seventy-five (75) hours of their accumulated sick leave credits at the commencement of her maternity leave.

#### **ARTICLE 34 – RETIREMENT ALLOWANCE**

34.01 Where an employee having continuous service of 9,787.5 hours or more retires in accordance with the pension plan in effect at the time, or has his employment terminated due to disability, death, age or is laid off, the hospital shall pay such an employee or beneficiary a severance allowance equal to 37.5 hours' pay for each 1,957.5 hours of continuous service, but not exceeding 937.5 hours' pay, at the employee's regular rate of pay. In the case of layoff, such payment will only take place at the end of the eighteen (18) month period provided for under Article 20.06.

**ARTICLE 39 – A SHIFT PREMIUM - PAY ADMINISTRATION**

39.04 A shift premium of twenty two dollars and fifty cents (\$22.50) per shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 2000 hours and 0800 hours.

A weekend day shift premium of fourteen dollars and seventy six cents (\$14.76) per shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 0800 hours and 2000 hours on Saturday and/or Sunday.

39.08 Acting Pay

(a) Extra pay for temporary assignment to a position of higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of two (2) consecutive working days. Such pay to be retroactive to the first day of assignment.

This addendum to the Collective Agreement shall be in effect until June 30, 2019, or a mutually agreed upon period, and shall be automatically renewed thereafter and shall remain in full effect until such time as agreement has been signed in respect of a renewed amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

This addendum may be cancelled on two weeks' written notice from either party.

In accordance with Article 22.11 (a) of the collective agreement, foregoing changes in terms and conditions of employment are agreed to on a temporary basis.

Dated at Fredericton this 14th day of December, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Guylaine Godin

Norma Robinson

**MEMORANDUM OF UNDERSTANDING**

**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 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1252**

**GROUP: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION  
INSTITUTIONAL SERVICES  
PATIENT SERVICES**

**WITH RESPECT TO**

**MOBILITY OF EMPLOYEES AMONG REGIONAL HEALTH AUTHORITY A,  
REGIONAL HEALTH AUTHORITY B , AND EM/ANB INC.**

WHEREAS EM/ANB Inc. is an “Institution” listed under Part III of the First Schedule of the *Public Service Labour Relations Act* and meets the definition of Hospital in the Collective Agreement; and

WHEREAS the seniority of employees providing the services in EM/ANB Inc. shall be transferred with the employees and will be considered as one list,

WHEREAS the Extra Mural Program currently provided by Regional Health Authorities A and B may be taken over by EM/ANB Inc. and recognizing Article 13 (Merger and Amalgamation) would apply to employees currently providing these services, and

The Parties therefore agree that the Collective Agreement between the Canadian Union of Public Employees and Treasury Board as represented by the Hospital Boards of the Hospitals Listed under Part III First Schedule of the *Public Service Labour Relations Act* applies to all employees except as set out in this Memorandum of Understanding.

**ARTICLE 31 - VACANT POSITIONS:**

31.01 (a) When any permanent full-time or permanent part-time vacancy occurs or a new permanent full time or permanent part time position is created within the Extra Mural Program in EM/ANB Inc., Regional Health Authority A (RHA A) or Regional Health Authority B (RHA B), the Employer shall ensure the postings for these positions are made available to employees in EM/ANB Inc. and in Regional Health Authority A or B for a minimum of seven calendar days. Such notice may be forwarded by the Hospital to the Local.

31.01 (b)

|   |                             |  |
|---|-----------------------------|--|
| <b>When a permanent full-time or permanent part-time vacancy is posted in</b> | <b>An employee of</b>       | <b>May apply for the posting and be considered in the competition using all seniority accumulated as an employee of</b><br><br><b>To a maximum of 1957.5 per year x years of service</b> |
| <b>EM/ANB Inc. (located in RHA)**</b>   | <b>EM/ANB Inc. or RHA A</b> | <b>EM/ANB Inc. and RHA A</b>   |



|   |   |                              |
|---|---|------------------------------|
| <b>EM/ANB Inc.<br/>(located in RHA<br/>B)**</b> | <b>EM/ANB Inc. or RHA B</b>                                       | <b>EM/ANB Inc. and RHA B</b> |
| <b>RHA A</b>                                    | <b>The Extra Mural Program * which<br/>was located in RHA A**</b> | <b>EM/ANB Inc. and RHA A</b> |
| <b>RHA B</b>                                    | <b>The Extra Mural Program* which was<br/>located in RHA B**</b>  | <b>EM/ANB Inc. and RHA B</b> |

\*Former Extra Mural Program means the program as it is currently in place as of the signing of this Memorandum of Understanding

\*\*The RHA where the Extra Mural position resided upon signing of this Memorandum of Understanding

31.01(c) When a vacancy is posted in Regional Health Authority A or Regional Health Authority B and no applicants are selected as per 31.01(b), employees of Ambulance New Brunswick who have applied on the posting shall then be considered before hiring an external applicant.

31.02 Such notices shall contain the following information:

- (a) duties of the position;
- (b) essential qualifications as per the class specifications;
- (c) other job requirements;
- (d) hours of work and job location;
- (e) salary;
- (f) date of posting; and
- (g) hospital.

The job requirements must be relevant to the position.

31.03 Appointment to a position shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements as posted.

31.04 The successful candidate, if already an employee as defined above in 31.01(b) shall be placed on a trial basis in the new classification or position for a period of 300 worked hours. Subject to the mutual agreement of the Hospital and the Local, such trial period may be extended for a reasonable period. If the employee proves unsatisfactory during the aforementioned trial period or if the employee satisfies the Hospital he is unable to perform the duties of the new position, he shall be returned to his former position or in the case of a casual employee he may be returned to casual status as per Article 2.03(c) without loss of seniority or former salary, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position without loss of seniority or former salary. Conditional on satisfactory service, appointment to the position shall become permanent after the trial period.

DATED at Fredericton this \_14\_\_\_ day of December, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Guylaine Godin

Norma Robinson

**MEMORANDUM OF AGREEMENT**

**BETWEEN:** The CANADIAN UNION OF PUBLIC EMPLOYEES and its Council of Hospital Unions, hereinafter called the "Union",

**AND:** TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the *Public Service Labour Relations Act*, hereinafter called the "Employer".

The parties of this Memorandum of Agreement hereby agree as follows:

**MATERNITY LEAVE**

The parties hereby agree that if their entitlement to the Employment Insurance premium reduction is discontinued or affected because of the provisions of Article 28 in the Collective Agreement, that either party, upon written notice to the other party of its intention to do so, may reopen negotiations on the Collective Agreement with respect to Article 28 only.

DATED at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Gylaine Godin

Norma Robinson

**LETTER OF AGREEMENT**

**Between**

Treasury Board

**And**

**The Canadian Union of Public Employees and its Council of Hospital Unions**

**Re: Implementation of Joint Job Evaluation Study**

If an employee's job, as determined in the Joint Job Evaluation Study, falls in a pay band with a salary range that is lower than their current wage rate, the incumbent shall keep his/her current wage rate and continue to receive all negotiated General Economic Increases during the life of the Collective Agreement (Green Circled).

DATED at Fredericton this \_14\_\_\_ day of December, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Guyline Godin

Norma Robinson

**LETTER OF AGREEMENT**

The parties agree that the following agreements will continue to be in effect:

- Transfer agreements for ADDC, effective April 1, 1992, and signed on March 31, 1992
- Transfer agreement for Centracare and Restigouche effective April 1, 1993, and signed on March 19, 1993
- Transfer agreement for Public Health and Mental Health, effective November 28, 2005, and signed on January 10, 2006.
- Memorandum of Understanding with respect to Ambulance Services effective December 16, 2007, and signed on July 6, 2007.

This letter of agreement will expire on June 30<sup>th</sup>, 2019.

DATED at Fredericton this \_14\_\_\_ day of December, 2021.

FOR THE EMPLOYER:

Guylaine Godin \_\_\_\_\_

FOR THE UNION:

Norma Robinson \_\_\_\_\_

**LETTER OF INTENT**

**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 Canadian Union of Public Employees and its Council of Hospital Unions**

**Re: Extra Mural Vehicles**

The Employer recognizes that travel may be required in order for employees to deliver care to Extra Mural patients. Therefore, the Employer will endeavour to provide access to vehicles for such purpose. When a vehicle is unavailable for an employee to deliver care to patients, he/she may either rent a vehicle or provide his/her own transportation in accordance with the provincial Travel Policy.

DATED at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

Guylaine Godin

FOR THE UNION:

Norma Robinson

**LETTER OF INTENT**

**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 Canadian Union of Public Employees and its Council of Hospital Unions**

**Re: New Governance Model in Part III**

The Parties agree to meet and discuss, as required, the implications on collective agreement language as a result of the new governance model in Part III.

DATED at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

Guyline Godin

FOR THE UNION:

Norma Robinson

**LETTER OF UNDERSTANDING**

**Between**

**Treasury Board**

**And**

**The Canadian Union of Public Employees and its Council of Hospital Unions**

**Re: Retiree Health Benefit Plan**

The parties agree that, should the Province of New Brunswick introduce a new or revised retiree health benefit plan, employees who are covered by this collective agreement and who are active employees on the effective date of such plan shall be entitled to enroll in the plan if they meet the eligibility requirements.

DATED at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

Guyline Godin

FOR THE UNION:

Norma Robinson

**MEMORANDUM OF UNDERSTANDING**

**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 CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS COUNCIL OF HOSPITAL UNIONS (the “Union”)**

**GROUPS: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATIONS  
INSTITUTIONAL SERVICES  
PATIENT SERVICES**

**WITH RESPECT TO ARTICLE 31.07 - ACCOMMODATION OF EMPLOYEES  
WITHIN PART III**

**Background**

The Parties agree that, if the Employer determines that an employee cannot be accommodated where they are currently employed, he/she shall have the opportunity to be considered for accommodation within any of the institutions listed in Part III of the First Schedule of the *Public Service Labour Relations Act*.

Dated at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

Guyllaine Godin

FOR THE UNION:

Norma Robinson



**MEMORANDUM OF UNDERSTANDING**

**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 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1252**

**GROUP: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION  
INSTITUTIONAL SERVICES  
PATIENT SERVICES**

**RE: Article 14.08-Working Alone**

In accordance with Article 14.08, within nine (9) months of the signing of this collective agreement the Hospital agrees to establish codes of practice for employees who work alone.

DATED at Fredericton this   14   day of   December  , 2021.

FOR THE EMPLOYER:

Guylaine Godin

FOR THE UNION:

Norma Robinson

**LETTER OF INTENT**

**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 Canadian Council of Public Employees and its Council of Hospital Unions (“The Union)  
Groups: Clerical, Stenographic & Office Equipment Operations  
Institutional Services  
Patient Services**

**Mental Health in the Workplace**

The union and the Employer acknowledge the importance of fostering mental health in the workplace.

To that end, within 90 days of the signing of the collective agreement, the parties agree to establish a working group consisting of equal representation from the union and the Employer for a maximum of 10 members. The working group will identify problems and make recommendations to the parties to improve mental health in the workplace

DATED at Fredericton this 14 day of December, 2021.

FOR THE EMPLOYER:

Guyline Godin

FOR THE UNION:

Norma Robinson