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SOURCE	N.B. GOV'T		
DATE	01	11	84
DATE	31	10	86
NUMBER OF EMPLOYEES	735		
NUMBER OF EMPLOYEES	HF		

COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION

GROUP: PARA MEDICAL

Expires : October 31, 1986

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THIS AGREEMENT made and entered into this 17th day of April,

BETWEEN: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION,
hereinafter called the "Association", party of the
first part,

AND: BOARD OF MANAGEMENT, as represented by the Hospital
Boards of the Hospitals listed under Part III, First
Schedule of the Public Service Labour Relations Act.

PREAMBLE.

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

ARTICLE 1 - DEFINITIONS

1.01 "Association" shall mean the New Brunswick Public Employees Association.

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

(b) "Hospital" shall mean any institution listed under Part III of the First Schedule of the Public Service Labour Relations Act.

1.03 "Bargaining Unit" shall mean the employees covered by Certification Number 017 H0 2a Para Medical Classifications.

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by persons appointed to any of the classifications assigned to this Bargaining Unit, and for the purpose of this Agreement shall include:

(a) Regular - A person appointed on a full-time basis to fill a position on the establishment, and who is regularly scheduled to work thirty-seven and one-half (37½) hours per week. Such persons shall be considered to be employees from date of hire; or

(b) Part-time - A person who is regularly scheduled to work more than twelve and one-half (12½) hours but less than thirty-seven and one-half (37½) hours per week, averaged over a four week period. Such persons shall be considered to be employees from date of hire. or

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(c) Temporary - A person normally hired for a fixed term or, hired to cover off an established position and who has been so employed for a continuous period of six (6) months. Such persons shall be considered employees as of the first day of the seventh (7th) month of continuous employment; or

(d) Casual - A person who agrees to be regularly scheduled to work on a regular basis up to twelve and one-half (12½) hours or less per week, averaged over a four (4) week period, and who has been so employed for a continuous period of six (6) months. Such persons shall be considered to be employees as of the first day of the seventh (7th) month of such continuous employment.

1.05 "Promotion" means a change from one classification to another classification which has a higher maximum rate.

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

1.07 Gender - Wherever the masculine gender is used in this Agreement it shall refer equally to the feminine gender.

1.08 "Overtime Rate" means one and one-half times the regular hourly rate contained in Appendix A of this Collective Agreement.

1.09 "Shift" means eight (8) consecutive hours of work including a one-half (½) hour lunch period.

ARTICLE 2 - PART-TIME/CASUAL/TEMPORARY EMPLOYEES

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2.01 (a) Present part-time employees who, when the previous collective agreement expired, were paid on a prorated basis from the rates in Appendix "A" may continue to be paid on that basis. They shall accumulate vacation, holidays and sick leave and other cumulative benefits on a prorated basis.

(b) Present part-time employees paid on a prorated basis in accordance with Appendix "A" may at any time elect to be paid from the designated rates in Appendix "B". Once such an employee elects to be paid on this basis, he cannot revert to the prorated basis.

(c) All other part-time employees shall be paid from the designated rates in Appendix "B" as of the date of signing of this Agreement. They will not be entitled to accumulate vacation, holiday, sick leave or other cumulative benefits. Article 18 (Holidays) and Article 17 (Overtime) do not apply.

2.02 In determining the rate to be paid to persons hired on a temporary basis, previous experience may be taken into account.

2.03 A part-time, temporary, or casual **employee** shall be entitled to an annual increment upon completion of each **1,950** hours of work or multiples thereof. Casual **employee's** time shall be calculated from January 1, 1974 or date of hire, whichever is later.

2.04 A part-time, temporary, or casual employee who has completed his probationary period may make application to the Administrator for a position on the full-time staff and shall be given preference in accordance with the provisions of Article 26 (Seniority). If the full-time position is within the same classification and Department no further trial period shall be required.

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

2.06 Seniority of the part-time, temporary, and casual employee shall be calculated on a prorated **basis** from the last date of hiring.

2.07 A part-time, temporary or casual employee shall be compensated at the overtime rate for all hours worked in excess of seven and one-half (**73**) hours worked in any **one (1)** day or for all hours worked in excess of thirty-seven and one-half (**373**) hours in a week averaged over a four (**4**) week period.

ARTICLE 3 - PROBATION

3.01 All persons shall, from date of hire, undergo a probationary period, which shall be:

(a) Regular Employees - a continuous period of five (**5**)⁰⁰⁰ calendar months;

(b) Part-time Employees - a continuous period of eight hundred (800) working hours;

(c) Temporary Person - a continuous period of six (6) months; or

(d) Casual Person - a period of eight hundred (800) working hours to be calculated from January 1, 1974, or date of hire, whichever is later.

3.02 During their probationary period regular 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 layoff, transfer or termination during such probationary period.

3.03 Upon completion of the probationary period all those employees not on all-inclusive rate during that period shall have their probationary period included in the calculation of:

- (a) vacation entitlement without **loss** of pay;
- (b) accumulated sick leave without loss of pay;
- (c) the period required to establish eligibility for pension and such other programs which may be implemented by the Hospital; and
- (d) seniority.

3.04 Regular employees on **probation** may **be** advanced sick leave to be applied against the accumulated sick leave credits earned and to be credited on completion of probationary period under clause 3.03(b) above; except that **where** terminated prior to completion of the probationary period the employee shall compensate the Employer for sick leave which was taken but to which he was not entitled and the amount of compensation shall be calculated at the employee's rate of remuneration at the time of termination.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 017 H0 2a applies.

ARTICLE 5 - RIGHTS

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

ARTICLE 6 - APPLICATION OF AGREEMENT

6.01 This Agreement applies to and is binding on the **Association**, the employees, the Employer and its representatives.

ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

7.02 Where any new or amended statute conflicts with the provisions of this Agreement, that statute shall prevail until the parties fulfill their obligation under 7.01 hereof.

ARTICLE 8 - CONTINUANCE OF OPERATIONS

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

ARTICLE 9 - PROVINCIAL SECURITY

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

ARTICLE 10 - ASSOCIATION SECURITY

10.01 The Employer shall deduct from the wages due to every employee in this bargaining unit an amount equal to the regular monthly dues of the Association.

10.02 Employees who are Association members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

10.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

10.04 The sums deducted pursuant to this Article shall be remitted to the designated official of the Association prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Association will keep the Employer advised of the name and address of its designated official.

10.05 The Association must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the amount to be deducted and so from time to time.

10.06 The sums deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the sum so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Association will continue to be voluntary.

10.07 The Association agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

10.08 The Association assumes full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to the Executive Director of the Association under this Article.

ARTICLE 11 - LIAISON OFFICERS

11.01 The Association will inform the Hospital in writing of the name of the Liaison Officer who will service grievances on behalf of members of the bargaining unit. 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. 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. When resuming the regular work each Liaison Officer shall report to his immediate Supervisor and if requested in the event of undue delay, will give him a reasonable explanation of his absence.

11.02 Where operational requirements permit, the Employer will grant two (2) days leave without pay per year to employees who exercise the authority of a Liaison Officer on behalf of an employee organization to undertake training related to the duties of a Liaison Officer.

ARTICLE 12 - SETTLEMENT THROUGH DISCUSSION

12.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The Parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding.

12.02 For these reasons, both parties agree that when an employee has a complaint, he will be encouraged to discuss the matter with his Supervisor as soon as possible after the circumstances giving rise to the complaint occur so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

ARTICLE 13 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

13.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee comprising of a maximum of eight (8) representatives of the Association and employees combined and a maximum of eight (8) representatives of the Employer.

13.02 The parties agree that the Committee shall be employed as a forum for meaningful consultation on the interpretation of any article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.

13.03 A meeting of the Committee shall be convened by the parties within fourteen (14) calendar days of the date that either party receives an agenda from the other that any matter as outlined under 13.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the fourteen (14) calendar days or make such other arrangements as is acceptable to the party that issued the notice.

13.04 Any agreement reached by the Committee shall be binding on the parties to this Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be distributed by the party or parties through their regular channels of communication.

13.05 The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

13.06 Leave of absence with pay shall be granted to employees attending a meeting of the Employer-Employee Relations Committee.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Subject to and as provided in Section 91 of the Public Service Labour Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 14.02 except that:

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

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

14.02 STEP ONE: Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Public Service Labour Relations Board to his immediate supervisor or to the person designated by the Employer as the first level in the grievance

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procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his grievance to his immediate Supervisor or to the person designated by the Employer as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing at the second level of the grievance process, either by personal service or by mailing by registered mail, to his immediate Supervisor or to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within ten (10) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his immediate Supervisor or the person designated by the Employer as the final level in the grievance process for the Hospital in which he is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 15 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

14.03 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Association.

14.04 In determining the time in which any step under the fore-going proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in New Brunswick Regulation 69-85.

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

ARTICLE 15 - ADJUDICATION

15.01 The provisions of the Public Service Labour Relations Act and Regulations governing the Adjudication of Grievances, shall apply to grievances lodged by employees of this unit pursuant to the provisions of the Public Service Labour Relations Act and Regulations thereunder respecting grievances.

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

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ARTICLE 16 - HOURS OF WORK

16.01 The normal workday shall be seven and one-half (7½) hours exclusive of meal period.

16.02 The normal workweek shall be five (5) normal workdays, which may be worked on the basis of five (5) days weekly, and may be worked on the basis of five (5) days per week averaged over a four (4) week period to meet operational requirements.

16.03 Where an employee is required to work other than a normal workweek of five (5) days on a regular basis, the Employer shall provide the employee with a schedule of his workdays so as to keep him informed of his workdays fourteen (14) calendar days in advance.

16.04 The Employer agrees to make every reasonable effort not to change the employee's schedule within the fourteen (14) day advance notice period, but may do so where operational requirements demand such change.

16.05 An employee's schedule shall not be changed solely for the purpose of avoiding payment to the employee for overtime services.

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

16.07 Except by mutual agreement between the employee and the Employer time off between shifts shall not be less than fifteen (15) hours.

16.08 Each employee shall be entitled to two (2) rest periods of fifteen (15) minutes each during each full shift.

16.09 Employees shall not be required to work more than ten (10) seven and one-half (73) hours days consecutively, without having four (4) consecutive days off.

ARTICLE 17 - OVERTIME

17.01 Work performed in excess of the normal workday or work-week shall constitute overtime.

17.02 Where an employee works a normal workweek of five normal workdays on a regular basis weekly, any hours worked in excess of seven and one-half (73) for the workday or any days worked in excess of the five (5) regular workdays weekly shall be paid for at the overtime rate set out herein.

17.03 Where an employee works a normal workweek of five (5) days on an irregular basis weekly averaged over a period not exceeding four (4) weeks, the employee shall be compensated at the overtime rate for any hours worked in excess of the normal workday for the days set out in the employee's schedule and for any days worked other than those set out in the employee's schedule.

17.04 Work performed within fifteen (15) hours of a previously worked shift shall constitute overtime.

17.05 Overtime shall be authorized by the Employer in advance and in writing if possible.

17.06 Overtime shall be rotated as equitably as possible, during the term of this Agreement, among the employees who are employed for that type of work.

17.07 Notwithstanding 17.02 and 17.03 hereof, compensation for overtime worked shall not be claimed or received for a period of extra duty of fifteen (15) minutes or less at the end of a shift. Where overtime in excess of fifteen (15) minutes is worked at the end of a shift, the initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime. Such periods of extra duty shall not be scheduled nor otherwise unreasonably required.

17.08 At the employee's choice he shall be compensated for overtime either by payment at the overtime rate or time off for each overtime hour worked plus one-half the regular hourly rate in Appendix "A" for each overtime hour worked. 21
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17.09 Time off shall be scheduled by the employee's immediate supervisor consistent with the efficient operation of the service.

17.10 Where time off is not taken within thirty (30) days of the date on which it was worked, the employee shall be paid for that overtime at the overtime rate, unless otherwise mutually agreed. over

17.11 At the discretion of the **employee's** immediate supervisor:

(a) time off in accordance with clause 17.07 may be accumulated within a fiscal year up to a maximum of five days,

(b) these days must be taken within three months of the day on which the fifth day becomes accumulated, and

(c) such days may not form a contiguous period with vacation time unless otherwise mutually agreed between the employee and his immediate supervisor.

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ARTICLE 18 - HOLIDAYS

18.01 All employees shall receive one (1) day paid leave for each of the following holidays each year:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Manday;
- (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.

18.02 Clause 18.01 of this Article shall not apply to an employee during any period that an employee is on leave of absence without pay, absent without leave, receiving benefits under the Workers' Compensation Act or under suspension.

18.03 Where an employee is scheduled to work on one of the statutory holidays listed in 18.01 of this Article, the employee shall be compensated at the rate of one and one-half (1½) times her hourly rate and shall, within thirty (30) days of the holiday have another day off with pay in place of the holiday worked on a date that is mutually acceptable to the employee and his supervisor. In the event the employee and his supervisor cannot agree on a mutually acceptable date for the day to be taken the employee shall be paid one days' pay in lieu of the day off in his first pay following the hereinbefore mentioned thirty days.

18.04 Where an employee is required to work on a holiday when he is not scheduled to work, he shall be compensated for the hours worked at one and one-half (1½) times his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday. If notice for such work is not given at least 48 hours preceding the shift then the employee shall be paid at the rate of double his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday.

18.05 Where an employee is required to remain on standby on a holiday as listed in 18.01 during which he was not scheduled to work, he shall be compensated at the rate of \$1.00 per hour for each hour of standby duty; and at one and one-half (1½) times his hourly rate for the hours worked while on standby duty (pursuant to Article 32.10). In addition, the employee shall receive his regular pay for the holiday and shall be granted another day off with pay in lieu of the holiday.

18.06 Where an employee is required to remain on standby on a holiday as listed in 18.01, during which he was scheduled to work, he shall be compensated at the rate of \$1.00 per hour for each hour of standby duty; and at one and one-half times his hourly rate for the hours worked while on standby duty (pursuant to Article 32.10). In addition, the employee shall receive double his hourly rate for the scheduled shift and shall be granted another day off with pay in lieu of the holiday.

18.07 Where a holiday falls in an employee's scheduled vacation period or on an employee's regular or scheduled day off, the employee shall be granted another day in lieu thereof and such day shall be taken within thirty (30) days unless otherwise mutually agreed.

ARTICLE 19 - VACATIONS

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

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

(a) less than one year, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter (1 1/4) days per month of continuous service completed to the final day of the vacation year, such vacation to be taken during the following year; ⁵⁴⁻⁰³

(b) one year or more but less than five (5) years shall be entitled to a vacation of three (3) weeks with pay at his regular rate during the following vacation year; and

(c) five (5) years or more but less than twenty (20) years shall be entitled to vacation of four (4) weeks with pay at his regular rate during the following vacation year; and ⁰⁵⁻⁰⁴

(d) twenty (20) years or more service on or after July 31, 1977, shall be entitled to five (5) weeks with pay at his regular rate during the following vacation year. ²⁰⁻⁰⁵

19.03 'If one of the holidays referred to in Article 18 (Holidays) falls or is observed on a regular working day during an employee's vacation he shall be granted an additional day's vacation to be taken at a time mutually acceptable to the Employer and employee.

19.04 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 Clause 19.02 unless the employee elects to transfer his accrued vacation credits in accordance with Article 45.

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

19.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 24 (Discipline) exceeds one-half (1/2) the number of working days in any month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

19.07 Employees shall be given their choice of vacation periods according to the length of continuous service within the department. The Employer will make every effort to permit all employees to take their annual vacation entitlement during the months of June, July or August upon request.

19.08 Subject to 19.07 the Employer reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. Scheduled vacations for

employees shall be posted on the bulletin board at least one (1) month prior to the commencement of the vacation year. Employees must make application for choice of vacation not later than three (3) months prior to the commencement of the vacation year. Vacations may be adjusted by mutual agreement.

19.09 An employee hospitalized or confined to bed on Doctor's orders for a minimum of five (5) days during his vacation period shall qualify for use of sick leave credits upon production of a Doctor's certificate and he shall have his vacation days rescheduled at a time mutually agreed upon.

19.10 The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave.

ARTICLE 20 - SICK LEAVE

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20.01 Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1½) days per month for each calendar month of continuous employment to a maximum of two hundred and forty (240) working days.

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

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

20.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 24 (Discipline) exceeds one-half (½) the number of 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.

20.05 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 sick leave pursuant to the terms of this Agreement; and

(d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

20.06 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.

20.07 A deduction shall be made from an employee's accumulated sick leave credits for each working day that ~~the~~ employee is absent on sick leave. Absence on sick leave for less than one-half ($\frac{1}{2}$) day may be deducted as one-half day, absence for more than one-half day but less than a full day may be deducted **as** a full day.

20.08 Where an employee has insufficient **or** no credits to cover the granting of sick leave with pay pursuant to this Article, sick leave with pay may be granted for a period of up to fifteen (15) working days subject to the deduction of such advance leave from any sick leave credits subsequently earned.

20.09 Upon termination of employment, an employee who has been granted advance sick leave under this Article shall reimburse the Employer for any such leave that was granted to him and remains unearned.

20.10 If the **Hospital** believes that there **is** abuse of sick leave, the employee may be required to provide proof of illness. In cases of reported illness in excess of **two (2)** consecutive working days the employee may be required to submit proof of illness.

Where an employee is required to submit proof of illness the employee shall be informed that he is required to submit proof for this absence upon return to work. Such notification shall be given either prior to or during the absence,

If after such a request, proof of **illness** is not submitted, the time absent from work will be deducted from the employee's salary. Abuse of sick leave may result in **disciplinary** action or dismissal.

ARTICLE 21 - MATERNITY LEAVE

21.01 Every employee who becomes pregnant shall, not later than "the fifth (5th) month of her pregnancy:

(a) request maternity leave to commence on a date that is within the three (3) month period immediately preceding the expected date of the termination of her pregnancy; **or**

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(b) give notice of resignation to **be** effective within the three (3) month period immediately preceding the expected date of the termination of her pregnancy.

21.02 An employee requesting maternity leave shall submit, with application for leave, a statement from her physician indicating that employment to the date specified in the application will not be injurious to her health providing unforeseen complications do not arise.

21.03 Where an employee submits to the Chief Administrative Officer a certificate from a qualified medical practitioner stating that her health so requires, the Chief Administrative Officer shall grant maternity leave to the employee to commence earlier than three (3) months before the expected termination of her pregnancy.

21.04 The Chief Administrative Officer may direct an employee who is pregnant to proceed on maternity leave at any time where, in his opinion, the employee cannot perform her normal work function.

21.05 Maternity leave will continue for a period of two (2) months from the date of termination of the pregnancy unless sooner terminated by the employee's resignation or return to work.

21.06 When an employee on maternity leave wishes to return to work she shall give the Chief Administrative Officer notice of the fact at least fifteen (15) working days prior to the date that she will be ready to return to work, and shall submit the written approval of a qualified medical practitioner.

21.07 An employee who returns to work on or before the last day of the second month following the termination of her pregnancy shall retain her position on the Plan of Organization in the same Department of the Hospital that she held prior to and during the period of her temporary absence on maternity leave when she is ready to return to work,

21.08 An employee who returns to work in accordance with Article 21.07 shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

21.09 Subject to Article 21.08 an employee on maternity leave who does not return to work within the two (2) month period referred to in Article 21.05 will be considered to have resigned her position on the last day of the aforementioned second month.

21.10 The Employer may extend the two (2) month period referred to in Article 21.05.

21.11 An employee who resigns her position in accordance with Article 21.01 or 21.09 for maternity reasons shall retain her accrued benefits if she becomes re-employed in a Hospital within six (6) months from the date of her resignation.

21.12 Employees do not accrue sick leave or vacation leave benefits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

21.13 Maternity leave shall not be made available to persons who are not employees as defined by Section 1(m) of the Public Service Labour Relations Act.

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21.14 Prior to commencement of maternity leave, sick leave shall be granted to an employee for sickness arising from complications with her pregnancy provided sick leave credits are available.

21.15 Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.

21.16 Should the employee not return to work following her maternity leave as per Article 21.09, the employee shall compensate the Employer for such sick leave granted.

21.17 Notwithstanding any of the above, maternity leave shall expire not later than two (2) months after delivery date unless the three (3) months she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the two (2) months after delivery date.

21.18 Any employee adopting a child **shall**, upon request in writing, be granted a leave of absence without pay for a period of up to three (3) months after arrival of the child. The Employer may extend the three (3) month period.

Should a husband and wife both be employed in the same hospital, only one request for such leave shall be granted.

ARTICLE 22 - TEMPORARY ASSIGNMENTS

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

22.02 Where a position is temporarily vacant for a period in excess of five (5) consecutive days, the Hospital shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

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

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

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22.05 Employees whose classification normally requires them to relieve for their superiors during any leave of absence shall be paid temporary assignment pay after ten (10) days in the higher rated position retroactive to the first date of assignment but shall not be paid the higher rate of pay when relieving their superiors who are absent on vacation leave.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

23.01 In any case of layoff of an employee, all other things being equal, layoff is to be in reverse order of seniority. No new employee is to be hired until all employees on layoff have been offered a first refusal of the position or positions vacant for which they are qualified. All other things being equal, recall is to be in direct order of seniority.

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

23.03 Where the Employer intends to layoff an employee, the employee shall be given not less than thirty (30) calendar days notice of such layoff, and where less than thirty (30) calendar days notice is given, the employee shall be paid for any days he would have been scheduled to work during such thirty (30) day period.

23.04 Employees who intend to resign shall give the Hospital a minimum of thirty (30) calendar days notice. Failure to give notice or failure to work any scheduled workdays during the term of notice will result in forfeiture of one (1) days pay for each day not worked from monies owing to the employee.

23.05 When an employee is laid off or terminated for any reason, the Employer agrees to notify the employee in writing of the reason for such layoff or termination including but not limited to disciplinary action, lack of work or discontinuation of a function.

ARTICLE 24 - DISCIPLINE

24.01 An employee may be disciplined by oral or written reprimand, suspension without pay or discharge.

24.02 No employee who has completed his probationary period shall be disciplined by suspension without pay' or by discharge except for just cause.

24.03 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action as set out in 24.04 hereof.

24.04 Where an employee is disciplined, other than an oral reprimand, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.

24.05 Failure of the Employer to provide such written reasons as required by Clause 24.04 shall result in immediate reinstatement of the employee.

24.06 Where an employee alleges that he has been' suspended or discharged in violation of clause 24.02, he may within twenty (20) days of the date of his suspension or discharge invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance, alleging violation of clause 24.02, he shall lodge his grievance at the final level of the grievance procedure.

24.07 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer. The consideration of a grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened in his response to the Employer's reason for the disciplinary action.

24.08 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 24.02 then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.

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

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24.10 A suspension without pay or discharge shall be effective on the date that the employee is given oral notice or notice in writing by personal service, or the post marked date of the letter when notice is given by registered mail.

ARTICLE 25 - POSTING OF VACANCIES

25.01 When a vacancy occurs or a new position is created within the institution, either of which constitutes a promotion, the Employer shall post notice of the position on the designated bulletin board for a minimum of seven (7) calendar days.

Where a position is posted and not filled within ninety (90) days, the position (if it still exists) will be reposted.

25.02 Such notice involving promotions shall contain the following information:

- (I) nature of position;
- (2) qualifications; and
- (3) salary rate or range.

ARTICLE 26 - SENIORITY

26.01 When an employee completes the probationary period, his seniority shall accumulate from the date of hiring by the Hospital. Seniority for the purpose of this Agreement, is defined as length of unbroken service from the date of hiring and shall be used in determining priorities in all matters measured by length of service.

26.02 When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate for any month that such leave of absence exceeds one-half ($\frac{1}{2}$) the number of working days in that month.

ARTICLE 27 - RETIREMENT ^{27 8 1}

27.01 The normal retirement age shall be sixty-five (65) years of age but **employees** may retire at the age of sixty (60) on the basis of the Pension Plan in effect. Employees who wish to remain at work past sixty-five (65) shall be permitted to extend employment on a yearly basis provided they are in good health and their work performance is satisfactory. Authority for granting a yearly extension rests with the Hospital.

27.02 An employee shall be granted the right to an early retirement in accordance with the provisions of the New Brunswick Hospital Employees' Pension Plan.

27.03 Employees who **retire** and **are** subsequently re-employed may not use such employment as credit towards Pension or other **retire-**ment benefits.

ARTICLE 28 - RETIREMENT ALLOWANCE

28.01 When an employee having continuous **service of five (5)** years or more, retires due to disability, death, age, or layoff, the **Employer** shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of **contin-**uous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

28.02 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**, 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 "Association", 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 retirement 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 Pensions Act, a further Board decision under this Article shall not be required.

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ARTICLE 29 - MERIT INCREASE

29.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the performance of the employee.

29.02 The Employer, on an employee's anniversary date, may grant a pay increment to that employee provided he has not reached the maximum rate of pay for the position.

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

ARTICLE 30 - PAY INCREMENT DATE

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

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

30.03 In the case of leave of absence without pay the pay increment date shall be adjusted in accordance with clause **26.02**.

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

ARTICLE 31 - RATE OF PAY ON PROMOTION

31.01 When an employee is promoted, he shall **move** to the step of the salary range for the new position that will increase his **salary** at least five percent (5%), provided that **such** increase does not exceed the maximum for the new position or to the minimum for the new position, whichever is greater.

31.02 Where a Technologist is serving a probationary period or has completed the probationary period and presents his certificate of registration, he shall **be** promoted to Technologist **II**. Employees on probation will continue to serve the probationary period if any, which may or may not be extended at the discretion of the Hospital.

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ARTICLE 32 - SALARIES

32.01 The salaries for employees covered by this Agreement are set forth in Appendix "A" and Appendix "B" of this Agreement.

32.02 Service credits for previous continuous full-time service in a recognized institution in the position applied for shall be allowed up to the maximum allowable within the salary scale, provided that not more than three (3) years have elapsed between positions.

32.03 Service credits for continuous service in positions other than that applied for shall be considered on an individual basis.

32.04 A shift differential of ~~\$1.80~~ ⁴⁴⁻⁴⁷⁸⁰ per shift will be paid to all employees who work shifts where the majority of the hours fall between 6:00 p.m. and 6:00 am. Effective the first pay period following November 1, 1985 the shift differential shall be \$1.89 per shift. A03
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32.05 A standby duty roster and schedule may be established at certain Hospitals when, in the opinion of the Employer, it is necessary.

32.06 An employee who is scheduled for standby duty shall be available during his period of standby at a known telephone number. If called, such an employee must report for work as quickly as possible. 8411-8510 8511-9912 0703
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32.07 An employee on standby duty shall be compensated at the rate of one dollar (\$1.00) per hour for each hour of scheduled standby duty. Effective the first pay period following November 1, 1985 the standby rate shall be one-dollar and five cents (\$1.05) per hour for each hour of scheduled standby duty.

32.08 An employee shall not be required to be on standby duty on his days off unless otherwise mutually agreed.

32.09 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with clause 32.10. In addition, he shall receive standby duty pay in accordance with clause 32.07. No compensation shall be paid for the total period of standby if the employee is unable to report for work as required. 4/8

32.10 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 during any eight hour period. Any pay owed to an employee under this Article shall be taken in accordance with Articles 17.08, 17.09, 17.10 and 17.11. 0703
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32.11 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 \$8.00 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 \$7.00 for the round trip.

32.12 Clause 32.11 does not apply when transportation is provided or arranged by the Hospital.

32.13 An employee on his day off and not on standby duty who is called to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off up to a maximum of seven and one-half (7 1/2) hours.

32.14 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours before reporting to carry out his regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period.

ARTICLE 33 - ASSOCIATION LEAVE

33.01 An employee who is elected or selected for a full-time position with the Association, or any body with which the Association is affiliated or who is elected to public office, may be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one (1) year. Such leave may be applied for to the Employer each subsequent year.

33.02 At the written request of the Association, the Employer may grant leave of absence without pay to not more than ten (10) employees across the Province at the same time, designated by the Association for the purposes of attending Association Conventions, such absences not to exceed in the aggregate fifteen (15) working days in any calendar year, provided that the Association shall have requested such leave of absence at least two weeks prior to the proposed leave and that each employee is in a different classification.

ARTICLE 34 - BEREAVEMENT LEAVE

34.01 (a) An employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary to attend the funeral of a mother, father, wife, husband, son, daughter, brother,

sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law. **Any additional** bereavement leave requested may be granted subject to consideration by the Administrator. 107

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

34.02 Employees shall have the right to apply for one-half ($\frac{1}{2}$) day leave to attend a funeral as a pallbearer, **plus** travelling time if necessary, the total leave not to exceed one (**1**) day and may be granted at regular rate of pay.

ARTICLE 35 - EDUCATIONAL LEAVE

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A-1 35.01 Employees in the bargaining unit **shall have** the right to apply for leave with pay and be reimbursed for reasonable travel expenses by the employer for the purpose of the employee's attending refresher courses or professional seminars where the subject matter of the course or on the agenda is in their respective fields of **specialty**.

35.02 Educational leave shall be apportioned as equitably as possible.

35.03 The Employer may limit the leave granted to any employee under this **Article** to ten (10) days per year for **each** of the years that this Agreement continues to be in effect. 76

ARTICLE 36 - EMERGENCY LEAVE

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

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B-1 (a) to accompany a child or spouse **in** a medical emergency, or to be with a member of the immediate **family** in the crisis of a serious illness;

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

(c) for medical and dental appointments when **it** is not possible for the employee to arrange such appointments outside the hours of work; and

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

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ARTICLE 37 - MISCELLANEOUS LEAVE

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

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ARTICLE 38 - JURY AND WITNESS DUTY

38.01 The Employer shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is summoned to appear as a witness before an adjudicator or person or body of persons authorized by law to hold a hearing or make an inquiry and to compel the attendance of witnesses before it.

38.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall report to work.

38.03 An employee who is granted leave under 38.01 shall return to the Employer any jury or witness fees received.

ARTICLE 39 - SAFETY AND HEALTH

39.01 Every employee employed in a Hospital shall submit satisfactory proof of having had a comprehensive physical examination before entering employment and shall be encouraged to have subsequent annual physical examinations.

39.02 Every employee shall be required to undergo any clinical tests and treatment which the Hospital, upon advice of its Medical Advisory Committee, deems necessary for the protection of the patients and other Hospital personnel.

39.03 All Radiology Departments shall be monitored regularly with the Personnel Dosimetry Service to determine radiation hazards to Technicians. Proper protective measures should be established where necessary. Blood count should be carried out upon commencement and at periodic intervals during employment.

39.04 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 mutually agreed that both the Hospital and the Association shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 40 - INJURED ON DUTY LEAVE

40.01 (a) An employee, receiving compensation benefits, under the Workers' Compensation Act for injury on the job shall receive the difference between her regular pay and the benefit that is paid by the Workers' Compensation Board during her period of total temporary disability.

(b) The Workers' Compensation Act, presently in force does not define the term "total temporary disability" therefore for the purposes of administering this clause the following will be the definition of "total temporary disability".

"Total Temporary Disability" is the period of time that an injured employee is receiving weekly compensation benefits as determined by the Workers' Compensation Board while undergoing active medical treatment or rehabilitation programs to correct such occupational injury."

(c) If such employee is in receipt of a Canada Pension Plan Benefit and is still considered to be "Totally Temporarily Disabled" the Hospital shall pay the difference between his regular pay and the benefits paid by the Workers' Compensation Board and the Canada Pension Plan.

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

40.03 Employees who are receiving compensation benefits under the Workers' Compensation Act and who are normally eligible for earned vacation and sick leave credits in accordance with Article 19 and 20, shall continue to earn such credits to the number of days that would have accrued for one year of service.

ARTICLE 41 - UNIFORMS

41.01 The Employer shall provide and launder lab coats and uniforms that it requires employees to wear in keeping with safety requirements and professional appearance. The condition of lab coats and uniforms shall be reviewed at least once a year and be replaced as required.

ARTICLE 42 - DISCRIMINATION

42.01 There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Association or in contravention of the Human Rights Act of the Province of New Brunswick.

ARTICLE 43 - BULLETIN BOARDS

43.01 Suitable space on the designated Bulletin Board shall be made available for the posting of Association Notices.

43.02 Such notices shall be approved by the administration of the Hospital prior to posting.

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ARTICLE 44 - BLUE CROSS ~~✓~~ BLUE SHIELD - GROUP INSURANCE

44.01 The Employer shall pay fifty percent (50%) of the cost of premiums of Blue Cross-Blue Shield Plan 4S or its equivalent for all employees and their dependents. This provision shall apply to employees who agree to pay the other fifty percent (50%) of the premiums and who have completed the probationary period.

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

44.03 The Employer agrees to deduct Group Insurance Premiums from the salary of any employee in the Bargaining Unit who authorizes the employer in writing to make such deductions for the Association's Group Insurance Plan and shall remit the deducted premiums to the Bargaining Agent at the request of the employee.

ARTICLE 45 - PORTABILITY

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

- (1) accumulated sick leave;
- (2) Pension Plan; ~~✓~~
- (3) retirement allowance;
- (4) group life insurance; and
- (5) vacation entitlement.

ARTICLE 46 - POSITION CLASSIFICATION

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

46.02 The Employer agrees to provide the Association with job specifications for classifications listed under Salary Schedule as they are created and revised.

46.03 When any classification not covered under the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Association.

46.04 Where the Association and/or an employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Association may submit the matter for review to the Administrator. The Administrator shall forward the matter to the Job Survey Committee of the New Brunswick Hospital Association for review.

46.05 The Employer and the Association recognize the desirability of the prompt resolution of grievances arising out of the classification assigned by the Employer to an employee's position and agree that classification grievances shall be processed and resolved in accordance with Board of Management Minute 84-1287, as amended from time to time. Leave of absence will be granted to such employees who request a classification review in accordance with Board of Management Minute 84-1287 and who attends such board review.

46.06 Any decision out of this Article shall be retroactive to the date the complaint was submitted in writing under 46.03, 46.04 or 46.05.

ARTICLE 47 - SAINT JOHN REGIONAL HOSPITAL EMPLOYEES (formerly West Saint John Community Hospital Employees)

47.01 The employees in the Bargaining Unit formerly employed in the West Saint John Community Hospital who are referred to as employees "A" in Part V of the Agreement between the Government of Canada and the Province of New Brunswick conveying the Lancaster Hospital to the Province shall continue to receive any benefit they are entitled to pursuant to the provision of that agreement, and for such purpose that agreement shall be an enforceable part of this Agreement respecting any right, privilege, benefit, remuneration or compensation which has accrued to the benefit of such employees who elected to accept employment with the Province of New Brunswick by virtue of the terms of that Agreement.

ARTICLE 48 - COPIES OF AGREEMENT

48.01 The Employer agrees to supply each employee with a copy of the current collective agreement and subsequently, also to provide each new employee with a copy, when he is hired.

48.02 Both the English and French texts of this Agreement shall be official. However when a difference of interpretation arises the language used to negotiate the collective agreement will prevail.

ARTICLE 49 - CORRESPONDENCE

49.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER: The Director of Labour Relations
Human Resources Administration
Department of Board of Management
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

TO THE ASSOCIATION: The Executive Director
New Brunswick Public Employees Association
P.O. Box 95
Fredericton, N.B.
E3B 4Y2

49.02 Where applicable, a copy of any pertinent communication to the Employer or the Union should also go to the Hospital concerned.

ARTICLE 50 - MALPRACTICE INSURANCE

50.01 The employees in the Bargaining Unit shall continue to be covered by the Employer's malpractice insurance.

50.02 Should any claim alleging malpractice or negligence of a similar nature be made against any employee for any matter arising from the performance of his duties, as stipulated by the Employer in the course of his employment, the province, hospital board, or their insurers (malpractice insurance) shall at its expense provide the employee with all legal and other necessary services to defend, negotiate or settle claims, and shall also indemnify the employee for any liability award arising from such claim and, further, the Employer shall forthwith reimburse the employee for all expenses reasonably incurred by the employee in resisting such claim should the province, hospital board, or insurer fail to provide the employee with the above-mentioned services upon written notice of the claim being served on the Employer by the employee.

ARTICLE 51 - TRANSFER OF BENEFITS

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

(a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,

(b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,

(c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements,

(d) an employee shall be entitled to transfer his accumulated pension credits to any other pension plan that is applicable upon his becoming employed in another part of the Public Service.

ARTICLE 52 - ESCORT DUTY

52.01 When an employee on duty is required by the Hospital to tend a patient as an escort during an ambulance trip (air, road, etc.) and the time involved on the trip exceeds the employee's regular shift, he shall receive time off or pay, at his option, at the applicable overtime rates for all time in excess of his normal shift which the employee spends with the patient or attending to the needs of the patient.

52.02 If the employee on escort duty commences his return to his Hospital within seven and one-half (7½) hours following relief of escort duty, he shall receive time off or pay, at his option, at the applicable overtime rates for all time spent in return travel in excess of his normal seven and one-half (7½) hour shift.

52.03 Subject to 52.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, he shall not lose his day(s) off. The time he is so detained and the time spent travelling back to his hospital shall be deemed to be time worked with a maximum of seven and one-half (7½) hours at straight time in a twenty-four (24) hour period.

52.04 No employee returning from escort duty will be required to commence another shift within twelve hours of his return, unless otherwise agreed between the Employer and the employee concerned. If the employee works he shall receive the overtime rate,

52.05 If requested, an employee shall be given a travel advance for all anticipated travel expenses by the Employer before commencing escort duty. A subsequent travel claim will be submitted in accordance with normal procedures and travel regulations.

52.06 When a regular employee is called back to do escort duty on his day off, Article 17 shall apply.

52.07 Should an employee volunteer for escort duty and elect to take his days off before returning for duty, he shall receive only straight time for the travelling time on the return journey.

52.08 When an employee other than a regular employee is called back as required by the Hospital to perform escort duty he shall be paid:

(a) straight time for the first seven and one-half (7½) hours in attendance of the patient; and

(b) overtime for all hours in excess of seven and one-half (7½) while in attendance of the patient or in transit,

ARTICLE 53 - RETROACTIVITY

53.01 Unless otherwise stated in the agreement, all new wages and benefits are retroactive to November 1, 1984.

53.02 (a) All present employees are entitled to retroactive pay for all paid hours.

(b) The following employees are entitled to retroactive benefits on a prorated basis: employees who retired or died after October 31, 1984; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

53.03 Other Employees who were employed on November 1, 1984 and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual hospital in which they were employed within 45 calendar days from the date of signing of this Agreement.

53.04 The changed provisions of the Articles listed hereunder shall be effective on the date of signing of this Agreement:

Article 19	Article 42
Article 21	Article 53
Article 23	Article 54
Article 27	Wages
Article 32	
Article 40	

ARTICLE 54 - DURATION AND TERMINATION

54.01 This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning November 1, 1984 to October 31, 1986, and shall be automatically renewed there- after for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

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

IN WITNESS WHEREOF the parties have signed this 17th day of April, 1985 .

FOR THE ASSOCIATION

Karen Connors
Christine Kelly
Dawson
Don

FOR THE EMPLOYER

Robert J. Ferguson
[Signature]
[Signature]

MEMORANDUM OF AGREEMENT - #1

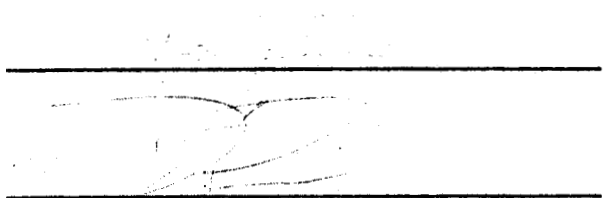
BETWEEN: BOARD OF MANAGEMENT, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND : THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

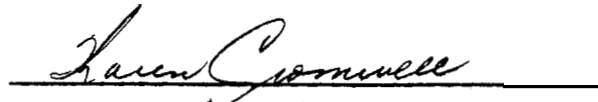
The parties hereby agree that **if** their entitlement to the Unemployment Insurance premium reduction is discontinued or affected because of the provisions of Article **21.14 or 21.15** in this Collective Agreement, that either **party**, upon written notice to the other party of its intent to do **so**, may re-open negotiations of the Collective Agreement with respect to Article **21.14 or 21.15** only.

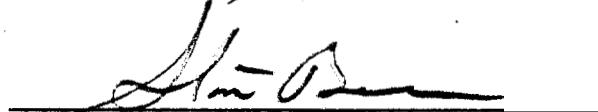
Dated this *17th* day of *April* 1985.

FOR THE EMPLOYER



FOR THE UNION





MEMORANDUM OF AGREEMENT - #2

BETWEEN : BOARD OF MANAGEMENT, as represented by the Hos. tal
Boards of the Hospitals listed under Part III, First
Schedule of the Public Service Labcur Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that, except for cases where death occurs within the Hospital, an employee who performs Forensic Radiology duties during a regular tour of duty, will be permitted to go home upon completion of the assignment, and except in the case of emergency, will not be required to return to work until the employee's next regularly scheduled tour of duty.

This policy becomes effective upon the date of signing of the above mentioned collective agreement and shall have no retroactive application.

Dated this 17th day of April 1985.

FOR THE EMPLOYER

FOR THE UNION

Robert Cornwall

Alan D...

MEMORANDUM OF AGREEMENT - #3

BETWEEN: BOARD OF MANAGEMENT, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND : THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

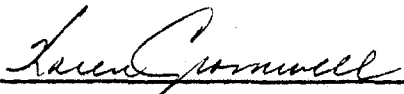
The parties hereby agree that in recognition of the high incidence of call-back among technologists in the Para Medical Group, Part III, that all regular full-time employees, as defined in Article 1.04(a) of the Para Medical Collective Agreement who as of December 31 of any calendar year have completed their probationary period shall be entitled to one day's paid leave to be taken at, a mutually agreeable time during the following calendar year.


Dated this 17th day of April 1985.

FOR THE EMPLOYER

FOR THE UNION







MEMORANDUM OF AGREEMENT - #4

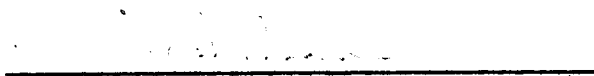
BETWEEN : BOARD OF MANAGEMENT, as represented by the Hospital Boards of the Hospitals listed under Part III, first Schedule of the Public Service Labour Relations Act.

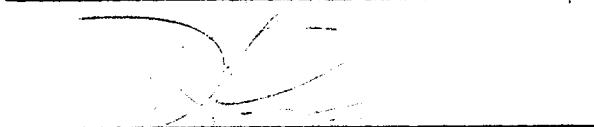
AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that the vacation year for all Laboratory employees transferred from Part I First Schedule of the Public Service Labour Relations Act to Part III of the Public Service Labour Relations Act and now covered by the Para Medical Unit Collective Agreement shall be the vacation year as established by the various hospitals and that these employees shall continue to be granted their vacation leave during the vacation year in which their credits are earned.

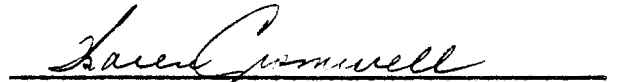
Dated this 17th day of April 1985.


FOR THE EMPLOYER





FOR THE UNION





MEMORANDUM OF AGREEMENT - #5

BETWEEN: BOARD OF MANAGEMENT, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND : THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree to the following implementation instructions regarding those employees affected by the new classifications established and effective July 1, 1983.

1. Those employees being reclassified at a lower classification will maintain their salaries as of June 30, 1983. Further, these employees will receive wage rate **ncreases** and any subsequent wage rate increases in future negotiations at the percentage increase negotiated as the general increase divided by 2. Therefore their **bi-weekly** salary effective:

July '1, 1983 will be increased by $\frac{8.6}{2}$ or 4.3%

Note: (The 8.6 is the compounded effect of 5.5 and 3).

March 1, 1984 will be increased by $\frac{5.5}{2}$ or 2.75%.

These rates of pay will continue until such time as their rate of pay equals or is less than the rate of pay of the classification assigned. At that point the employee will be properly paid for the classification assigned and from that point on will receive the pay allocated for that classification.

2. Employees being reclassified at a higher classification and those employees in Group 3, 4 or 5 will be placed at that Step in the new pay range, effective July 1, 1983 that provides an increase of at least 8.6%. Therefore an employee at Step E of the pay range may go to Step D of the new pay range. Further, for wage progression to Step E, their anniversary date for wage progression only will be changed to July 1st, 1984 and each year thereafter until they reach Step E of the pay range of the classification assigned.

Dated this 17th day of April 1985.

FOR THE EMPLOYER

FOR THE UNION

Karen Cornwall

[Signature]

Classifications

GROUP 1

Dialysis Technician 1
E.E.G. Technician 1
Photographer
Medical Lab Technician 1
Medical Equipment Technologist 1
Nuclear Medicine Technician 1
Respiratory Technician 1
X-ray Technician 1

GROUP 2

E.E.G. Technologist 2
Medical Equipment Technologist 2
Medical Lab Technologist 2
Nuclear Medicine Technologist 2
Respiratory Technologist 2
Ultrasound Technologist 2
X-ray Technologist 2

GROUP 3

Dosimetrist
E.E.G. Technologist 3
Medical Equipment Technologist 3
Medical Lab Technologist 3
Nuclear Medicine Technologist 3
Ultrasound Technologist 3
X-ray Technologist 3
Respiratory Technologist 3

GROUP 4

Medical Lab Technologist 4
X-ray Technologist 4
Nuclear Medicine Technologist 4

GROUP 5

Medical Lab Technologist 5
X-ray Technologist 5

GROUP 6

Clinical Specialist 1

GROUP 7

Clinical Specialist 2

Classifications (cont'd)

GROUP 8

Health Records Technician I (HRT-1)
Health Records Technician 2 (HRT-2)
Health Records Administrator 1 (HRA-1)
Health Records Administrator 2 (HRA-2)
Health Records Administrator 3 (HRA-3)
Health Records Administrator 4 (HRA-4)
Certified Pharmacy Clerk (CPC)

12/23

Appendix A-1
 Bi-Weekly Rates
 Effective November 1, 1984 to October 31, 1985

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Group 1	749.34	786.81	826.15	867.46	910.83
Group 2	813.44	854.11	896.82	941.66	988.74
Group 3	896.82	941.66	988.74	1038.17	1090.08
Group 4	1019.92 [^]	1070.91	1124.47	1180.69	1239.73
Group 5	1124.47	1180.69	1239.73	1301.71	1366.79
Group 6	1237.18	1299.03	1363.97	1432.17	1503.48
Group 7	1371.18	1439.74	1511.72	1587.32	1666.68
Group 8					
HRT-1	683.30 ^W	717.46	753.34	791.00	830.55
HRT-2	723.86	760.05	798.06	837.96	879.87
HRA-1	738.15	775.05	813.81	854.49	897.22
HRA-2	758.51	796.43	836.25	878.06	921.97
HRA-3	789.51	828.98	870.44	913.96	959.67
HRA-4	822.96	864.10	907.31	952.67	1000.30
CPC	1077.76 ^B				

Appendix A-1

Bi-Weekly Rates
Effective November 1, 1985 to October 31, 1986

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Group 1	786.81	826.15	867.46	910.83	956.37
Group 2	854.11	896.82	941.66	988.74	1038.18
Group 3	941.66	988.74	1038.18	1090.08	1144.58
Group 4	1070.92 [^]	1124.46	1180.69	1239.72	1301.72
Group 5	1180.69	1239.72	1301.72	1366.80	1435.13
Group 6	1299.04	1363.98	1432.17	1503.78	1578.65
Group 7	1439.74	1511.73	1587.31	1666.69	1750.01
Group 8					
HRT-1	717.47 ^{B⁺}	753.33	791.01	830.55	872.08
HRT-2	760.05	798.05	837.96	879.86	923.86
HRA-1	775.06	813.80	854.50	897.21	942.08
HRA-2	796.44	836.25	878.06	921.96	968.07
HRA-3	828.99	870.43	913.96	959.66	1007.65
HRA-4	864.11	907.31	952.68	1000.30	1050.32
CPC	1131.65 [*]				

Appendix A-2

Hourly Rates
Effective November 1, 1984 to October 31, 1985

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Group 1	9.99	10.49	11.01	11.56	12.14
Group 2	10.84	11.38	11.95	12.55	13.18
Group 3	11.95	12.55	13.18	13.84	14.53
Group 4	13.59 <i>Λ</i>	14.27	14.99	15.74	16.52
Group 5	14.99	15.74	16.52	17.35	18.22
Group 6	16.49	17.32	18.18	19.09	20.04
Group 7	18.28	19.19	20.15	21.16	22.22
Group 8					
HRT-1	9.11 <i>BK</i>	9.56	10.04	10.54	11.07
HRT-2	9.65	10.13	10.64	11.17	11.73
HRA-1	9.84	10.33	10.85	11.39	11.96
HRA-2	10.11	10.61	11.15	11.70	12.29
HRA-3	10.52	11.05	11.60	12.18	12.79
HRA-4	10.97	11.52	12.09	12.70	13.33
CPC	14.37 <i>h</i>				

Appendix A-2

Hourly Rates
Effective November 1, 1985 to October 31, 1986

	A	B	C	D	E	
Group 1	10.49	11.01	11.56	12.14	12.75	
Group 2	11.38	11.95	12.55	13.18	13.84	
Group 3	12.55	13.18	13.84	14.53	15.26	
Group 4	14.27	14.98	15.74	16.53	17.35	
Group 5	15.74	16.53	17.35	18.22	19.13	
Group 6	17.31	18.19	19.09	20.04	21.04	
Group 7	19.19	20.15	21.16	22.22	23.33	
Group 8	HRT-1	9.57	10.04	10.54	11.07	11.62
	HRT-2	10.13	10.64	11.17	11.73	12.32
	HRA-1	10.33	10.85	11.39	11.96	12.56
	HRA-2	10.62	11.14	11.71	12.29	12.90
	HRA-3	11.05	11.60	12.18	12.79	13.43
	HRA-4	11.52	12.10	12.69	13.34	14.00
	CPC	15.09				

Appendix B

Part-time Hourly Rate
Effective November 1, 1984 to October 31, 1985

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Group 1	11.28	11.85	12.44	13.06	13.71
Group 2	12.24	12.85	13.50	14.18	14.89
Group 3	13.50	14.18	14.89	15.63	16.41
Group 4	15.35	16.12	16.93	17.78	18.66
Group 5	16.93	17.78	18.66	19.60	20.58
Group 6	18.63	19.57	20.54	21.57	22.64
Group 7	20.65	21.68	22.76	23.91	25.10
Group 8					
HRT-1	10.29	10.80	11.34	11.91	12.50
HRT-2	10.90	11.44	12.02	12.62	13.25
HRA-1	11.11	11.67	12.26	12.87	13.51
HRA-2	11.42	11.98	12.59	13.22	13.88
HRA-3	11.88	12.48	13.10	13.76	14.45
HRA-4	12.39	13.01	13.66	14.35	15.06
CPC	16.23				

Appendix B

Part-time Hourly Rate
Effective November 1, 1985 to October 31, 1986

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	
Group 1	11.84	12.44	13.06	13.71	14.40	
Group 2	12.85	13.49	14.18	14.89	15.63	
Group 3	14.18	14.89	15.63	16.41	17.23	
Group 4	16.12	16.93	17.78	18.67	19.59	
Group 5	17.78	18.67	19.59	20.58	21.61	
Group 6	19.56	20.55	21.57	22.65	23.77	
Group 7	21.68	22.76	23.90	25.11	26.36	
Group 8	HRT-1	10.80	11.34	11.91	12.51	13.13
	HRT-2	11.45	12.01	12.62	13.25	13.91
	HRA-1	11.67	12.25	12.87	13.51	14.19
	HRA-2	11.99	12.58	13.22	13.88	14.57
	HRA-3	12.47	13.10	13.76	14.45	15.17
	HRA-4	13.01	13.66	14.34	15.07	15.81
	CPC	17.04				

SOURCE	Gmt 11/B		
EFF.	01	11	82
TERM.	31.10.84		
NO. OF EMPLOYEES			
NO. DE D'EMPLOYES	700		



COLLECTIVE AGREEMENT
.BETWEEN
TREASURY BOARD
AND
THE NEW BRUNSWICK PUBLIC
EMPLOYEES ASSOCIATION

GROUP: PARA MEDICAL

EXPIRES: October 31, 1984

JAN 13 1984

~~827-076-06~~

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31

THIS AGREEMENT made and entered into this 24th day of August, 1983.

BETWEEN: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION, hereinafter called the "Association", party of the first part,

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.

PREAMBLE

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

ARTICLE 1 — DEFINITIONS

1.01 "Association" shall mean the New Brunswick Public Employees Association.

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

(b) "Hospital" shall mean any institution listed under Part III of the First Schedule of the Public Service Labour Relations Act.

1.03 "Bargaining Unit" shall mean the employees covered by Certification Number 017 H0 2a Para Medical Classifications.

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by persons appointed to any of the classifications assigned to this Bargaining Unit, and for the purpose of this Agreement shall include:

(a) Regular - A person appointed on a full-time basis to fill a position on the establishment, and who is regularly scheduled to work thirty-seven and one-half (37½) hours per week. Such persons shall be considered to be employees from date of hire; or

02
1A
(b) Part-time - A person who is regularly scheduled to work more than twelve and one-half (12½) hours but less than thirty-seven and one-half (37½) hours per week, averaged over a four week period. Such persons shall be considered to be employees from date of hire; or

(c) Temporary - A person normally hired for a fixed term or, hired to cover off an established position and who has been so employed for a continuous period of six (6) months. Such persons shall be considered employees as of the first day of the seventh (7th) month of continuous employment; or

(d) Casual - A person who agrees to be regularly scheduled to work on a regular basis up to twelve and one-half (12½) hours or less per week, averaged over a four (4) week period, and who has been so employed for a continuous period of six (6) months. Such persons shall be considered to be employees as of the first day of the seventh (7th) month of such continuous employment.

DBJ
1 July 86

10/11/83
New Brunswick
1983

JAN 13 1984

1.05 "Promotion" means a change from one classification to another classification which has a higher maximum rate.

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

1.07 Gender - Wherever the masculine gender is used in this Agreement it shall refer equally to the feminine gender.

1.08 "Overtime Rate" means one and one-half times the regular hourly rate contained in Appendix A of this Collective Agreement.

1.09 "Shift" means eight (8) consecutive hours of work including a one-half (1/2) hour lunch period.

ARTICLE 2 — PART-TIME/CASUAL/TEMPORARY EMPLOYEES

2.01 (a) Present part-time employees who, when the previous collective agreement expired, were paid on a prorated basis from the rates in Appendix "A" may continue to be paid on that basis. They shall accumulate vacation, holidays and sick leave and other cumulative benefits on a prorated basis.

08
9/5

(b) Present part-time employees paid on a prorated basis in accordance with Appendix "A" may at any time elect to be paid from the designated rates in Appendix "B". Once such an employee elects to be paid on this basis, he cannot revert to the prorated basis.

(c) All other part-time employees shall be paid from the designated rates in Appendix "B" as of the date of signing of this Agreement. They will not be entitled to accumulate vacation, holiday, sick leave or other cumulative benefits. Article 18 (Holidays) and Article 17 (Overtime) do not apply.

2.02 In determining the rate to be paid to persons hired on a temporary basis, previous experience may be taken into account.

2.03 A part-time, temporary, or casual employee shall be entitled to an annual increment upon completion of each, 1,950 hours of work or multiples thereof. Casual employee's time shall be calculated from January 1, 1974 or date of hire, whichever is later.

2.04 A part-time, temporary, or casual employee who has completed his probationary period may make application to the Administrator for a position on the full-time staff and shall be given preference in accordance with the provisions of Article 26 (Seniority). If the full-time position is within the same classification and Department no further trial period shall be required.

08
9/5

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

2.06 Seniority of the part-time, temporary, and casual employee shall be calculated on a prorated basis from the last date of hiring.

2.07 A part-time, temporary or casual employee shall be compensated at the overtime rate for all hours worked in excess of seven and one-half (7 1/2) hours worked in any one (1) day or for all hours worked in excess of thirty-seven and one-half (37 1/2) hours in a week averaged over a four (4) week period.

ARTICLE 3 — PROBATION

3.01 All persons shall, from date of hire, undergo a probationary period, which shall be:

- 8
1150
- (a) Regular Employees - a continuous period of five (5) calendar months;
 - (b) Part-time Employees - a continuous period of eight hundred (800) working hours;
 - (c) Temporary Person - a continuous period of six (6) months; or
 - (d) Casual Person - a period of eight hundred (800) working hours to be calculated from January 1, 1974, or date of hire, whichever is later.

3.02 During their probationary period regular 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 layoff, transfer or termination during such probationary period.

3.03 Upon completion of the probationary period all those employees not on all-inclusive rate during that period shall have their probationary period included in the calculation of:

- (a) vacation entitlement without loss of pay;
- (b) accumulated sick leave without loss of pay;
- (c) the period required to establish eligibility for pension and such other programs which may be implemented by the Hospital; and
- (d) seniority.

3.04 Regular employees on probation may be advanced sick leave to be applied against the accumulated sick leave credits earned and to be credited on completion of probationary period under clause 3.03 (b) above; except that where terminated prior to completion of the probationary period the employee shall compensate the Employer for sick leave which was taken but to which he was not entitled and the amount of compensation shall be calculated at the employee's rate of remuneration at the time of termination.

ARTICLE 4 — RECOGNITION

4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 017 H0 2a applies.

ARTICLE 5 — RIGHTS

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

ARTICLE 6 — APPLICATION OF AGREEMENT

6.01 This Agreement applies to and is binding on the Association, the employees, the Employer and its representatives.

ARTICLE 7 — FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

7.02 Where any new or amended statute conflicts with the provisions of this Agreement, that statute shall prevail until the parties fulfill their obligation under 7.01 hereof.

ARTICLE 8 — CONTINUANCE OF OPERATIONS

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

ARTICLE 9— PROVINCIAL SECURITY

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

ARTICLE 10 — ASSOCIATION SECURITY

10.01 The Employer shall deduct from the wages due to every employee in this bargaining unit an amount equal to the regular monthly dues of the Association.

10.02 Employees who are Association members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

10.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

10.04 The sums deducted pursuant to this Article shall be remitted to the designated official of the Association prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Association will keep the Employer advised of the name and address of its designated official.

10.05 The Association must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the amount to be deducted and so from time to time.

10.06 The sums deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the sum so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Association will continue to be voluntary.

10.07 The Association agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

10.08 The Association assumes full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to the Executive Director of the Association under this Article.

ARTICLE 11 — LIAISON OFFICERS

11.01 The Association will inform the Hospital in writing of the name of the Liaison Officer who will service grievances on behalf of members of the bargaining unit. 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. 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. When resuming the regular work each Liaison Officer shall report to his immediate Supervisor and if requested in the event of undue delay, will give him a reasonable explanation of his absence.

11.02 Where operational requirements permit, the Employer will grant two (2) days leave without pay per year to employees who exercise the authority of a Liaison Officer on behalf of an employee organization to undertake training related to the duties of a Liaison Officer.

ARTICLE 12 — SETTLEMENT THROUGH DISCUSSION

12.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The Parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding.

12.02 For these reasons, both parties agree that when an employee has a complaint, he will be encouraged to discuss the matter with his Supervisor as soon as possible after the circumstances giving rise to the complaint occur so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

ARTICLE 13 — EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

13.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee comprising of a maximum of eight (8) representatives of the Association and employees combined and a maximum of eight (8) representatives of the Employer.

13.02 The parties agree that the Committee shall be employed as a forum for meaningful consultation on the interpretation of any article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.

13.03 A meeting of the Committee shall be convened by the parties within fourteen (14) calendar days of the date that either party receives an agenda from the other that any matter as outlined under 13.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the fourteen (14) calendar days or make such other arrangements as is acceptable to the party that issued the notice.

13.04 Any agreement reached by the Committee shall be binding on the parties to this Agreement and any directive required to ensure fulfillment of the agreed recommendations shall be distributed by the party or parties through their regular channels of communication.

13.05 The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

13.06 Leave of absence with pay shall be granted to employees attending a meeting of the Employer-Employee Relations Committee.

ARTICLE 14 — GRIEVANCE PROCEDURE

14.01 Subject to and as provided in Section 91 of the Public Service Labour Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 14.02 except that:

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

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

14.02 **STEP ONE:** Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Public Service Labour Relations Board to his immediate supervisor or to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his grievance to his immediate Supervisor or to the person designated by the Employer as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing at the second level of the grievance process, either by personal service or by mailing by registered mail, to his immediate Supervisor or to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within ten (10) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his immediate Supervisor or the person designated by the Employer as the final level in the grievance process for the Hospital in which he is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as

the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 15 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

14.03 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Association.

14.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in New Brunswick Regulation 69-85.

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

ARTICLE 15 — ADJUDICATION

15.01 The provisions of the Public Service Labour Relations Act and Regulations governing the Adjudication of Grievances, shall apply to grievances lodged by employees of this unit pursuant to the provisions of the Public Service Labour Relations Act and Regulations thereunder respecting grievances.

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

ARTICLE 16 — HOURS OF WORK

16.01 The normal workday shall be seven and one-half (7½) hours exclusive of meal period.

16.02 The normal workweek shall be five (5) normal workdays, which may be worked on the basis of five (5) days weekly, and may be worked on the basis of five (5) days per week averaged over a four (4) week period to meet operational requirements.

16.03 Where an employee is required to work other than a normal workweek of five (5) days on a regular basis, the Employer shall provide the employee with a schedule of his workdays so as to keep him informed of his workdays fourteen (14) calendar days in advance.

16.04 The Employer agrees to make every reasonable effort not to change the employee's schedule within the fourteen (14) day advance notice period, but may do so where operational requirements demand such change

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16.05 An employee's schedule shall not be changed solely for the purpose of avoiding payment to the employee for overtime services.

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

16.07 Except by mutual agreement between the employee and the Employer time off between shifts shall not be less than fifteen (15) hours.

16.08 Each employee shall be entitled to two (2) rest periods of fifteen (15) minutes each during each full shift.

16.09 Employees shall not be required to work more than ten (10) seven and one-half (7 $\frac{1}{2}$) hours days consecutively, without having four (4) consecutive days off.

ARTICLE 17 — OVERTIME

17.01 Work performed in excess of the normal workday or workweek shall constitute overtime.

17.02 Where an employee works a normal workweek of five normal workdays on a regular basis weekly, any hours worked in excess of seven and one-half (7 $\frac{1}{2}$) for the workday or any days worked in excess of the five (5) regular workdays weekly shall be paid for at the overtime rate set out herein.

17.03 Where an employee works a normal workweek of five (5) days on an irregular basis weekly averaged over a period not exceeding four (4) weeks, the employee shall be compensated at the overtime rate for any hours worked in excess of the normal workday for the days set out in the employee's schedule and for any days worked other than those set out in the employee's schedule.

17.04 Work performed within fifteen (15) hours of a previously worked shift shall constitute overtime.

17.05 Overtime shall be authorized by the Employer in advance and in writing if possible.

17.06 Overtime shall be rotated as equitably as possible, during the term of this Agreement, among the employees who are employed for that type of work.

17.07 Notwithstanding 17.02 and 17.03 hereof, compensation for overtime worked shall not be claimed or received for a period of extra duty of fifteen (15) minutes or less at the end of a shift. Where overtime in excess of fifteen (15) minutes is worked at the end of a shift, the initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime. Such periods of extra duty shall not be scheduled nor otherwise unreasonably required.

17.08 At the employee's choice he shall be compensated for overtime either by payment at the overtime rate or time off for each overtime hour worked plus one-half the regular hourly rate in Appendix "A" for each overtime hour worked.

17.09 Time off shall be scheduled by the employee's immediate supervisor consistent with the efficient operation of the service.

17.10 Where time off is not taken within thirty (30) days of the date on which it was worked, the employee shall be paid for that overtime at the overtime rate, unless otherwise mutually agreed.

- 17.11 At the discretion of the employee's immediate supervisor:
- (a) time off in accordance with clause 17.07 may be accumulated within a fiscal year up to a maximum of five days,
 - (b) these days must be taken within three months of the day on which the fifth day becomes accumulated, and
 - (c) such days may not form a contiguous period with vacation time unless otherwise mutually agreed between the employee and his immediate supervisor.

ARTICLE 18 — HOLIDAYS

18.01 All employees shall receive one (1) day paid leave for each of the following holidays each year:

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- (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.

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18.02 Clause 18.01 of this Article shall not apply to an employee during any period that an employee is on leave of absence without pay, absent without leave, receiving benefits under the Workers' Compensation Act or under suspension.

18.03 Where an employee is scheduled to work on one of the statutory holidays listed in 18.01 of this Article, the employee shall be compensated at the rate of one and one-half (1½) times her hourly rate and shall, within thirty (30) days of the holiday have another day off with pay in place of the holiday worked on a date that is mutually acceptable to the employee and his supervisor. In the event the employee and his supervisor cannot agree on a mutually acceptable date for the day to be taken the employee shall be paid one days' pay in lieu of the day off in his first pay following the hereinbefore mentioned thirty days.

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18.04 Where an employee is required to work on a holiday when he is not scheduled to work, he shall be compensated for the hours worked at one and one-half (1½) times his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday. If notice for such work is not given at least 48 hours preceding the shift then the employee shall be paid at the rate of double his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday.

18.05 Where an employee is required to remain on standby on a holiday as listed in 18.01 during which he was not scheduled to work, he shall be compensated at the rate of \$1.00 per hour for each hour of standby duty; and at one and one-half (1½) times his hourly rate for the hours worked while on standby duty (pursuant to Article 32.10). In addition, the employee shall receive his regular pay for the holiday and shall be granted another day off with pay in lieu of the holiday.

18.06 Where an employee is required to remain on standby on a holiday as listed in 18.01, during which he was scheduled to work, he shall be compensated at the rate of \$1.00 per hour for each hour of standby duty; and at one and one-half times his hourly rate for the hours worked while on standby duty (pursuant to Article 32.10). In addition, the employee shall receive double his hourly rate for the scheduled shift and shall be granted another day off with pay in lieu of the holiday.

18.07 Where a holiday falls in an employee's scheduled vacation period or on an employee's regular or scheduled day off, the employee shall be granted another day in lieu thereof and such day shall be taken within thirty (30) days unless otherwise mutually agreed.

ARTICLE 19 — VACATIONS

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

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

(a) less than one 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 service completed to the final day of the vacation year, such vacation to be taken during the following year;

(b) one year or more but less than five (5) years shall be entitled to a vacation of three (3) weeks with pay at his regular rate during the following vacation year; and

(c) five (5) years or more but less than twenty (20) years shall be entitled to vacation of four (4) weeks with pay at his regular rate during the following vacation year; and

(d) twenty (20) years or more service on or after July 31, 1977, shall be entitled to five (5) weeks with pay at his regular rate during the following vacation year.

19.03 If one of the holidays referred to in Article 18 (Holidays) falls or is observed on a regular working day during an employee's vacation he shall be granted an additional day's vacation to be taken at a time mutually acceptable to the Employer and employee.

19.04 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 Clause 19.02 unless the employee elects to transfer his accrued vacation credits in accordance with Article 45.

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

19.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 24 (Discipline) exceeds one-half ($1/2$) the number of working days in any month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

19.07 Employees shall be given their choice of vacation periods according to the length of continuous service within the department. The Employer will make every effort to permit all employees to take their annual vacation entitlement during the months of June, July or August upon request.

19.08 Subject to 19.07 the Employer reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. Scheduled vacations for employees shall be posted on the bulletin board at least one (1) month prior to the commencement of the vacation year. Employees must make application for choice of vacation not later than three (3) months prior to the commencement of the vacation year. Vacations may be adjusted by mutual agreement.

19.09 An employee hospitalized or confined to bed on Doctor's orders for a minimum of five (5) days during his vacation period shall qualify for use of sick leave credits upon production of a Doctor's certificate and he shall have his vacation days rescheduled at a time mutually agreed upon.

ARTICLE 20 — SICK LEAVE

20.01 Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half ($1\frac{1}{2}$) days per month for each calendar month of continuous employment to a maximum of two hundred and forty (240) working days.

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

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

20.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 24 (Discipline) exceeds one-half ($1/2$) the number of 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.

20.05 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 sick leave pursuant to the terms of this Agreement; and
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

20.06 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.

20.07 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave.

Absence on sick leave for less than one-half ($\frac{1}{2}$) day may be deducted as one-half day, absence for more than one-half day but less than a full day may be deducted as a full day.

20.08 Where an employee has insufficient or no credits to cover the granting of sick leave with pay pursuant to this Article, sick leave with pay may be granted for a period of up to fifteen (15) working days subject to the deduction of such advance leave from any sick leave credits subsequently earned.

20.09 Upon termination of employment, an employee who has been granted advance sick leave under this Article shall reimburse the Employer for any such leave that was granted to him and remains unearned.

20.10 If the Hospital believes that there is abuse of sick leave, the employee may be required to provide proof of illness. In cases of reported illness in excess of two (2) consecutive working days the employee may be required to submit proof of illness.

Where an employee is required to submit proof of illness the employee shall be informed that he is required to submit proof for this absence upon return to work. Such notification shall be given either prior to or during the absence.

If after such a request, proof of illness is not submitted, the time absent from work will be deducted from the employee's salary. Abuse of sick leave may result in disciplinary action or dismissal.

ARTICLE 21 — MATERNITY LEAVE

21.01 Every employee who becomes pregnant shall, not later than the fifth (5th) month of her pregnancy:

(a) request maternity leave to commence on a date that is within the three (3) month period immediately preceding the expected date of the termination of her pregnancy; or

(b) give notice of resignation to be effective within the three (3) month period immediately preceding the expected date of the termination of her pregnancy.

21.02 An employee requesting maternity leave shall submit, with application for leave, a statement from her physician indicating that employment to the date specified in the application will not be injurious to her health providing unforeseen complications do not arise.

21.03 Where an employee submits to the Chief Administrative Officer a certificate from a qualified medical practitioner stating that her health so requires, the Chief Administrative Officer shall grant maternity leave to the employee to commence earlier than three (3) months before the expected termination of her pregnancy.

21.04 The Chief Administrative Officer may direct an employee who is pregnant to proceed on maternity leave at any time where, in his opinion, the employee cannot perform her normal work function.

21.05 Maternity leave will continue for a period of two (2) months from the date of termination of the pregnancy unless sooner terminated by the employee's resignation or return to work.

21.06 When an employee on maternity leave wishes to return to work she shall give the Chief Administrative Officer notice of the fact at least fifteen (15) working days prior to the date that she will be ready to return to work, and shall submit the written approval of a qualified medical practitioner.

21.07 An employee who returns to work ON OR before the last day of the second month following the termination of her pregnancy shall retain her position on the Plan of Organization in the same Department of the Hospital that she held prior to and during the period of her temporary absence on maternity leave when she is ready to return to work.

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21.08 An employee who returns to work in accordance with Article 21.07 shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

21.09 Subject to Article 21.08 an employee on maternity leave who does not return to work within the two (2) month period referred to in Article 21.05 will be considered to have resigned her position on the last day of the aforementioned second month.

21.10 The Employer may extend the two (2) month period referred to in Article 21.05.

21.11 An employee who resigns her position in accordance with Article 21.01 or 21.09 for maternity reasons shall retain her accrued benefits if she becomes re-employed in a Hospital within six (6) months from the date of her resignation.

21.12 Employees do not accrue sick leave or vacation leave benefits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

21.13 Maternity leave shall not be made available to persons who are not employees as defined by Section 1(m) of the Public Service Labour Relations Act.

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21.14 Prior to commencement of maternity leave, sick leave shall be granted to an employee for sickness arising from complications associated with her pregnancy requiring hospitalization provided sick leave credits are available.

21.15 Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.

21.16 Should the employee not return to work following her maternity leave as per Article 21.09, the employee shall compensate the Employer for such sick leave granted.

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21.17 Notwithstanding any of the above, maternity leave shall expire not later than two (2) months after delivery date unless the three (3) months she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the two (2) months after delivery date.

21.18 Any employee adopting a child shall, upon request in writing, be granted a leave of absence without pay for a period of up to three (3) months after arrival of the child. The Employer may extend the three (3) month period.

Should a husband and wife both be employed in the same hospital, only one request for such leave shall be granted.

ARTICLE 22 — TEMPORARY ASSIGNMENTS

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

22.02 Where a position is temporarily vacant for a period in excess of five (5) consecutive days, the Hospital shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

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

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

22.05 Employees whose classifications normally requires them to relieve for their superiors during any leave of absence shall be paid temporary assignment pay after ten (10) days in the higher rated position retroactive to the first date of assignment but shall not be paid the higher rate of pay when relieving their superiors who are absent on vacation leave.

ARTICLE 23 — TERMINATION OF EMPLOYMENT

23.01 The Employer shall notify employees in writing who are to be laid off twenty (20) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work twenty (20) full days after notice of layoff, he shall be paid in lieu of work for that part of twenty (20) days during which work was not made available. Employees shall notify the Employer in writing twenty (20) full workdays before the termination date. Failure to give notice or failure to work any scheduled workday during the term of notice will result in forfeiture of one day's pay for each day not worked from monies owing to the employee.

23.02 When an employee is terminated for any reason, the Employer agrees to notify the employee in writing of the reason for such termination, including but not limited to disciplinary action, lack of work, or discontinuation of a function.

ARTICLE 24 — DISCIPLINE

24.01 An employee may be disciplined by oral or written reprimand, suspension without pay or discharge.

24.02 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.

24.03 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action as set out in 24.04 hereof.

24.04 Where an employee is disciplined, other than an oral reprimand, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.

24.05 Failure of the Employer to provide such written reasons as required by Clause 24.04 shall result in immediate reinstatement of the employee.

24.06 Where an employee alleges that he has been suspended or discharged in violation of clause 24.02, he may within twenty (20) days of the date of his suspension or discharge invoke the grievance procedure including

adjudication as set out in this Agreement, and for the purpose of a grievance, alleging violation of clause 24.02, he shall lodge his grievance at the final level of the grievance procedure.

24.07 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer. The consideration of a grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened in his response to the Employer's reason for the disciplinary action.

24.08 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 24.02 then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued him if he had not been suspended or discharged. One of the benefits which he shall not lose in his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.

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

24.10 A suspension without pay or discharge shall be effective on the date that the employee is given oral notice or notice in writing by personal service, or the post marked date of the letter when notice is given by registered mail.

ARTICLE 25 — POSTING OF VACANCIES

25.01 When a vacancy occurs or a new position is created within the institution, either of which constitutes a promotion, the Employer shall post notice of the position on the designated bulletin board for a minimum of seven (7) calendar days.

Where a position is posted and not filled within ninety (90) days, the position (if it still exists) will be reposted.

25.02 Such notice involving promotions shall contain the following information:

- (1) nature of position;
- (2) qualifications; and
- (3) salary rate or range.

ARTICLE 26 — SENIORITY

26.01 When an employee completes the probationary period, his seniority shall accumulate from the date of hiring by the Hospital. Seniority for the purpose of this Agreement, is defined as length of unbroken service from the date of hiring and shall be used in determining priorities in all matters measured by length of service.

26.02 When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate for any month that such leave of absence exceeds one-half (1/2) the number of working days in that month.

26.03 In the event of a lay-off employees with less seniority in a classification or lower classification shall be laid off before employees with greater seniority in that classification or higher classification, provided the employee with greater seniority is willing to move to the lower classification job.

ARTICLE 27 — RETIREMENT

27.01 Employees may retire at the age of sixty (60) but the normal retirement age shall be sixty-five (65) years of age. However, employees who wish to remain at work past sixty-five (65) shall be permitted to extend employment on a yearly basis provided they are in good health and their work performance is satisfactory. Authority for granting yearly extension rests with the Hospital.

27.02 An employee shall be granted the right to an early retirement in accordance with the provisions of the New Brunswick Hospital Employees' Pension Plan.

27.03 Employees who retire and are subsequently re-employed may not use such employment as credit towards, Pension or other retirement benefits.

ARTICLE 28 — RETIREMENT ALLOWANCE

28.01 When an employee having continuous service of five (5) years or more, retires due to disability, death, age, or layoff, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

28.02 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, 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 "Association", 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 retirement 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 Pensions Act, a further Board decision under this Article shall not be required.

ARTICLE 29 — MERIT INCREASE

29.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the performance of the employee.

29.02 The Employer, on an employee's anniversary date, may grant a pay increment to that employee provided he has not reached the maximum rate of pay for the position.

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

ARTICLE 30 — PAY INCREMENT DATE

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

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

30.03 In the case of leave of absence without pay the pay increment date shall be adjusted in accordance with clause 26.02.

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

ARTICLE 31 — RATE OF PAY ON PROMOTION

31.01 When an employee is promoted, he shall move to the step of the salary range for the new position that will increase his salary at least five percent (5%), provided that such increase does not exceed the maximum for the new position or to the minimum for the new position, whichever is greater.

31.02 Where a Technologist I is serving a probationary period or has completed the probationary period and presents his certificate of registration, he shall be promoted to Technologist II. Employees on probation will continue to serve the probationary period if any, which may or may not be extended at the discretion of the Hospital.

ARTICLE 32 — SALARIES

32.01 The salaries for employees covered by this Agreement are set forth in Appendix "A" and Appendix "B" of this Agreement.

32.02 Service credits for previous continuous full-time service in a recognized institution in the position applied for shall be allowed up to the maximum allowable within the salary scale, provided that not more than three (3) years have elapsed between positions.

32.03 Service credits for continuous service in positions other than that applied for shall be considered on an individual basis.

32.04 A shift differential of \$1.80 per shift will be paid to all employees who work shifts where the majority of the hours fall between 6:00 p.m. and 6:00 a.m.

32.05 A standby duty roster and schedule may be established at certain Hospitals when, in the opinion of the Employer, it is necessary.

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

32.07 An employee on standby duty shall be compensated at the rate of one dollar (\$1.00) per hour for each hour of scheduled standby duty.

32.08 An employee shall not be required to be on standby duty on his days off unless otherwise mutually agreed.

32.09 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with clause 32.10. In addition, he shall receive standby duty pay in accordance with clause 32.07. No compensation shall be paid for the total period of standby if the employee is unable to report for work as required.

32.10 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 during any eight hour period. Any pay owed to an employee under this Article shall be taken in accordance with Articles 17.08, 17.09, 17.10 and 17.11.

32.11 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 \$8.00 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 \$7.00 for the round trip.

32.12 Clause 32.11 does not apply when transportation is provided or arranged by the Hospital.

32.13 An employee on his day off and not on standby duty who is called to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off up to a maximum of seven and one-half (7½) hours.

32.14 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours before reporting to carry out his regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period.

ARTICLE 33 — ASSOCIATION LEAVE

33.01 An employee who is elected or selected for a full-time position with the Association, or any body with which the Association is affiliated or who is elected to public office, may be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one (1) year. Such leave may be applied for to the Employer each subsequent year.

33.02 At the written request of the Association, the Employer may grant leave of absence without pay to not more than ten (10) employees across the Province at the same time, designated by the Association for the purposes of attending Association Conventions, such absences not to exceed in the aggregate fifteen (15) working days in any calendar year, provided that the Association shall have requested such leave of absence at least two weeks prior to the proposed leave and that each employee is in a different classification.

ARTICLE 34 — BEREAVEMENT LEAVE

34.01 (a) An employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary to attend the funeral of a mother, father, wife, husband, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Any additional bereavement leave requested may be granted subject to consideration by the Administrator.

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

34.02 Employees shall have the right to apply for one-half (½) day leave to attend a funeral as a pallbearer, plus travelling time if necessary, the total leave not to exceed one (1) day and may be granted at regular rate of pay.

ARTICLE 35 — EDUCATIONAL LEAVE

35.01 Employees in the bargaining unit shall have the right to apply for leave with pay and be reimbursed for reasonable travel expenses by the employer for the purpose of the employee's attending refresher courses or professional seminars where the subject matter of the course or on the agenda is in their respective fields of specialty.

35.02 Educational leave shall be apportioned as equitably as possible.

35.03 The Employer may limit the leave granted to any employee under this Article to ten (10) days per year for each of the years that this Agreement continues to be in effect.

ARTICLE 36 — EMERGENCY LEAVE

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

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

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

(c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work; and

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

ARTICLE 37 — MISCELLANEOUS LEAVE

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

ARTICLE 38 — JURY AND WITNESS DUTY

38.01 The Employer shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is summoned to appear as a witness before an adjudicator or person or body of persons authorized by law to hold a hearing or make an inquiry and to compel the attendance of witnesses before it.

38.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall report to work.

38.03 An employee who is granted leave under 38.01 shall return to the Employer any jury or witness fees received.

ARTICLE 39 — SAFETY AND HEALTH

39.01 Every employee employed in a Hospital shall submit satisfactory proof of having had a comprehensive physical examination before entering employment and shall be encouraged to have subsequent annual physical examinations.

39.02 Every employee shall be required to undergo any clinical tests and treatment which the Hospital, upon advice of its Medical Advisory Committee, deems necessary for the protection of the patients and other Hospital personnel.

39.03 All Radiology Departments shall be monitored regularly with the Personnel Dosimetry Service to determine radiation hazards to Technicians. Proper protective measures should be established where necessary. Blood count should be carried out upon commencement and at periodic intervals during employment.

39.04 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 mutually agreed that both the Hospital and the Association shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 40 — INJURED ON DUTY LEAVE

40.01 (a) An employee, receiving compensation benefits, under the Workers' Compensation Act for injury on the job shall receive the difference between her regular pay and the benefit that is paid by the Workers' Compensation Board during her period of total temporary disability.

(b) The Workers' Compensation Act, presently in force does not define the term "total temporary disability" therefore for the purposes of administering this clause the following will be the definition of "total temporary disability".

"Total Temporary Disability" is the period of time that an injured employee is receiving weekly compensation benefits as determined by the Workers' Compensation Board while undergoing active medical treatment or rehabilitation programs to correct such occupational injury."

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

40.03 Employees who are receiving compensation benefits under the workers' Compensation Act and who are normally eligible for earned vacation and sick leave credits in accordance with Article 19 and 20, shall continue to earn such credits to the number of days that would have accrued for one year of service.

ARTICLE 41 — UNIFORMS

41.01 The Employer shall provide and launder lab coats and uniforms that it requires employees to wear in keeping with safety requirements and professional appearance. The condition of lab coats and uniforms shall be reviewed at least once a year and be replaced as required.

ARTICLE 42 — DISCRIMINATION

42.01 There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Association or any other reason.

ARTICLE 43 — BULLETIN BOARDS

43.01 Suitable space on the designated Bulletin Board shall be made available for the posting of Association Notices.

43.02 Such notices shall be approved by the administration of the Hospital prior to posting.

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ARTICLE 44 — BLUE CROSS-BLUE SHIELD-GROUP INSURANCE

44.01 The Employer shall pay fifty percent (50%) of the cost of premiums of Blue Cross-Blue Shield Plan 4S or its equivalent for all employees and their dependents. This provision shall apply to employees who agree to pay the other fifty percent (50%) of the premiums and who have completed the probationary period.

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

44.03 The Employer agrees to deduct Group Insurance Premiums from the salary of any employee in the Bargaining Unit who authorizes the employer in writing to make such deductions for the Association's Group Insurance Plan and shall remit the deducted premiums to the Bargaining Agent at the request of the employee.

ARTICLE 45 — PORTABILITY

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

- (1) accumulated sick leave;
- (2) Pension Plan; ✓
- (3) retirement allowance;
- (4) group life insurance; and
- (5) vacation entitlement.

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ARTICLE 46 — POSITION CLASSIFICATION

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

46.02 The Employer agrees to provide the Association with job specifications for classifications listed under Salary Schedule as they are created and revised.

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46.03 When any classification not covered under the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Association.

46.04 Where the Association and/or an employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Association may submit the matter for review to the Administrator. The Administrator shall forward the matter to the Job Survey Committee of the New Brunswick Hospital Association for review.

46.05 The Employer and the Association recognize the desirability of the prompt resolution of grievances arising out of the classification assigned by the Employer to an employee's position and agree that classification grievances shall be processed and resolved in accordance with Treasury Board Minute 83-308, as amended from time to time. Leave of absence will be granted to such employees who request a classification review in accordance with Treasury Board Minute 83-308 and who attends such board review.

46.06 Any decision out of this Article shall be retroactive to the date the complaint was submitted in writing under 46.03, 46.04 or 46.05.

ARTICLE 47 — SAINT JOHN REGIONAL HOSPITAL EMPLOYEES (formerly West Saint John Community Hospital Employees)

47.01 The employees in the Bargaining Unit formerly employed in the West Saint John Community Hospital who are referred to as employees "A" in Part V of the Agreement between the Government of Canada and the Province of New Brunswick conveying the Lancaster Hospital to the Province shall continue to receive any benefit they are entitled to pursuant to the provision of that agreement, and for such purpose that agreement shall be an enforceable part of this Agreement respecting any right, privilege, benefit, remuneration or compensation which has accrued to the benefit of such employees who elected to accept employment with the Province of New Brunswick by virtue of the terms of that Agreement.

ARTICLE 48 — COPIES OF AGREEMENT

48.01 The Employer agrees to supply each employee with a copy of the current collective agreement and subsequently, also to provide each new employee with a copy, when he is hired.

48.02 Both the English and French texts of this Agreement shall be official. However when a difference of interpretation arises the language used to negotiate the collective agreement will prevail.

ARTICLE 49 — CORRESPONDENCE

49.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER: The Director of Labour Relations
Personnel Management Division
Department of Treasury Board
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

TO THE ASSOCIATION: The Executive Director
New Brunswick Public Employees Association
P.O. Box 95
Fredericton, N.B.
E3B 4Y2

49.02 Where applicable, a copy of any pertinent communication to the Employer or the Union should also go to the Hospital concerned.

ARTICLE 50 — MALPRACTICE INSURANCE

50.01 The employees in the Bargaining Unit shall continue to be covered by the Employer's malpractice insurance.

50.02 Should any claim alleging malpractice or negligence of a similar nature be made against any employee for any matter arising from the performance of his duties, as stipulated by the Employer in the course of his employment, the province, hospital board, or their insurers (malpractice insurance) shall at its expense provide the employee with all legal and other necessary services to defend, negotiate or settle claims, and shall also indemnify the employee for any liability award arising from such claim and, further, the Employer shall forthwith reimburse the employee for all expenses reasonably incurred by the employee in resisting such claim should the province, hospital board, or insurer fail to provide the employee with the above-mentioned services upon written notice of the claim being served on the Employer by the employee.

ARTICLE 51 — TRANSFER OF BENEFITS

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

- (a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,
- (b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements,
- (d) an employee shall be entitled to transfer his accumulated pension credits to any other pension plan that is applicable upon his becoming employed in another part of the Public Service.

ARTICLE 52 — ESCORT DUTY

52.01 When an employee on duty is required by the Hospital to attend a patient as an escort during an ambulance trip (air, road, etc.) and the time involved on the trip exceeds the employee's regular shift, he shall receive time off or pay, at his option, at the applicable overtime rates for all time in excess of his normal shift which the employee spends with the patient or attending to the needs of the patient.

52.02 If the employee on escort duty commences his return to his Hospital within seven and one-half (7 $\frac{1}{2}$) hours following relief of escort duty, he shall receive time off or pay, at his option, at the applicable overtime rates for all time spent in return travel in excess of his normal seven and one-half (7 $\frac{1}{2}$) hour shift.

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52.03 Subject to 52.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, he shall not lose his day(s) off. The time he is so detained and the time spent travelling back to his hospital shall be deemed to be time worked with a maximum of seven and one-half (7 $\frac{1}{2}$) hours at straight time in a twenty-four (24) hour period.

52.04 No employee returning from escort duty will be required to commence another shift within twelve hours of his return, unless otherwise agreed between the Employer and the employee concerned. If the employee works he shall receive the overtime rate.

52.05 If requested, an employee shall be given a travel advance for all anticipated travel expenses by the Employer before commencing escort duty. A subsequent travel claim will be submitted in accordance with normal procedures and travel regulations.

52.06 When a regular employee is called back to do escort duty on his day off, Article 17 shall apply.

52.07 Should an employee volunteer for escort duty and elect to take his days off before returning for duty, he shall receive only straight time for the travelling time on the return journey.

52.08 When an employee other than a regular employee is called back as required by the Hospital to perform escort duty he shall be paid:

- (a) straight time for the first seven and one-half (7 $\frac{1}{2}$) hours in attendance of the patient; and
- (b) overtime for all hours in excess of seven and one-half (7 $\frac{1}{2}$) while in attendance of the patient or in transit.

ARTICLE 53 — RETROACTIVITY

53.01 Unless otherwise stated in the agreement, all new wages and benefits are retroactive to July 1, 1983.

53.02 (a) All present employees are entitled to retroactive pay for all paid hours.

(b) The following employees are entitled to retroactive benefits on a prorated basis: employees who retired or died after October 31, 1982; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

53.03 Other Employees who were employed on July 1, 1983 and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual hospital in which they were employed within 45 calendar days from the date of signing of this Agreement.

53.04 The changed provisions of the Articles listed hereunder shall be effective on the date of signing of this Agreement:

Article 17
Article 18
Article 21

Article 32
Article 34
Article 40

ARTICLE 54 — DURATION AND TERMINATION

~~54.01 This Agreement shall be in effect for a term beginning November 1, 1982 to October 31, 1984 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.~~

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

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

IN WITNESS WHEREOF the parties have signed this 24th day of August, 1983.

FOR THE ASSOCIATION

Jack Ivey

Karen Cromwell

Harold L. Lockhart

Stan Bell

FOR THE EMPLOYER

Harold Fanjoy

Charles Gallagher

Marie Anne Donaldson

Lawrence Peddie

MEMORANDUM OF AGREEMENT — #1

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that if their entitlement to the Unemployment Insurance premium reduction is discontinued or affected because of the provisions of Article 21.14 or 21.15 in this Collective Agreement, that either party, upon written notice to the other party of its intent to do so, may re-open negotiations of the Collective Agreement with respect to Article 21.14 or 21.15 only.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER

Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION

Stanley Bell
Marion Long

MEMORANDUM OF AGREEMENT — #2

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that, except for cases where death occurs within the Hospital, an employee who performs Forensic Radiology duties during a regular tour of duty, will be permitted to go home upon completion of the assignment, and except in the case of emergency, will not be required to return to work until the employee's next regularly scheduled tour of duty.

This policy becomes effective upon the date of signing of the above mentioned collective agreement and shall have no retroactive application.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER

Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION

Stanley Bell
Marion Long

MEMORANDUM OF AGREEMENT — #3

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that in recognition of the high incidence of call-back among technologists in the Para Medical Group, Part III, that all regular full-time employees, as defined in Article 1.04(a) of the Para Medical Collective Agreement who as of December 31 of any calendar year have completed their probationary period shall be entitled to one day's paid leave to be taken at a mutually agreeable time during the following calendar year.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER
Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION
Stanley Bell
Marion Long

MEMORANDUM OF AGREEMENT — #4

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that the vacation year for all Laboratory employees transferred from Part I, First Schedule of the Public Service Labour Relations Act to Part III of the Public Service Labour Relations Act and now covered by the Para Medical Unit Collective Agreement shall be the vacation year as established by the various hospitals and that these employees shall continue to be granted their vacation leave during the vacation year in which their credits are earned.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER
Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION
Stanley Bell
Marion Long

MEMORANDUM OF AGREEMENT — #5

BETWEEN: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the Public Service Labour Relations Act.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION.

The parties hereby agree that a retroactive payment be made to all employees covering the period from November 1, 1982 to and including June 30, 1983. There is no rate of pay established in the collective agreement to cover the total amount of this retroactive payment therefore, the following procedure is agreed by the parties:

All employees on date of signing the collective agreement will receive a retroactive payment based on 5.5 percent of their wages received from November 1, 1982 to June 30, 1983.

Other employees who were employed on November 1, 1982 and who are not employed on the date of signing of this Agreement shall be entitled to this retroactive payment provided they make claim by notice in writing to the individual hospital in which they were employed within 45 calendar days from the date of signing of this Agreement.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER,
Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION
Stanley Bell
Marion Long

MEMORANDUM OF AGREEMENT — #6

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

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION.

The parties hereby agree to the following implementation instructions regarding those employees affected by the new classifications established and effective July 1, 1983.

1. Those employees being reclassified at a lower classification will maintain their salaries as of June 30, 1983. Further, these employees will receive wage rate increases and any subsequent wage rate increases in future negotiations at the percentage increase negotiated as the general increase divided by 2. Therefore their bi-weekly salary effective:

July 1, 1983 will be increased by $\frac{8.6}{2}$ or 4.3%

Note: (The 8.6 is the compounded effect of 5.5 and 3).

March 1, 1984 will be increased by $\frac{5.5}{2}$ or 2.75%

These rates of pay will continue until such time as their rate of pay equals or is less than the rate of pay of the classification assigned. At that point the employee will be properly paid for the classification assigned and from that point on will receive the pay allocated for that classification.

2. Employees being reclassified at a higher classification and those employees in Group 3, 4 or 5 will be placed at that Step in the new pay range, effective July 1, 1983 that provides an increase of at least 8.6%. Therefore an employee at Step E of the pay range may go to Step D of the new pay range. Further, for wage progression to Step E, their anniversary date for wage progression only will be changed to July 1st, 1984 and each year thereafter until they reach Step E of the pay range of the classification assigned.

Dated this 24th day of August, 1983.

FOR THE EMPLOYER

Lawrence Peddie
Marie Anne Donaldson

FOR THE UNION

Stanley Bell
Marion Long

Classifications

GROUP 1

Dialysis Technician 1
E.E.G. Technician 1
Photographer
Medical Lab Technician 1
Medical Equipment Technologist 1
Nuclear Medicine Technician 1
Respiratory Technician 1
X-ray Technician 1

GROUP 2

E.E.G. Technologist 2
Medical Equipment Technologist 2
Medical Lab Technologist 2
Nuclear Medicine Technologist 2
Respiratory Technologist 2
Ultrasound Technologist 2
X-ray Technologist 2

GROUP 3

Dosimetrist
E.E.G. Technologist 3
Medical Equipment Technologist 3
Medical Lab Technologist 3
Nuclear Medicine Technologist 3
Ultrasound Technologist 3
X-ray Technologist 3
Respiratory Technologist 3

GROUP 4

Medical Lab Technologist 4
X-ray Technologist 4
Nuclear Medicine Technologist 4

GROUP 5

Medical Lab Technologist 5
X-ray Technologist 5

GROUP 6

Clinical Specialist 1

GROUP 7

Clinical Specialist 2

GROUP 8

Health Records Technician 1 (~~HRT-1~~)
Health Records Technician 2 (HRT-2)
Health Records Administrator 1 (HRA-1)
Health Records Administrator 2 (HRA-2)
Health Records Administrator 3 (HRA-3)
Health Records Administrator 4 (HRA-4)
Certified Pharmacy Clerk (CPC)

Appendix A-1

**Bi-Weekly Rates
Effective July 1, 1983 to February 29, 1984**

	A	B	C	D	E
Group 1	710.28	745.80	783.09	822.24	863.35
Group 2	771.04	809.37	850.07	892.57	937.20
Group 3	850.07	892.57	937.20	984.05	1033.26
Group 4	966.75	1015.09	1065.85	1119.14	1175.10
Group 5	1065.85	1119.14	1175.10	1233.85	1295.54
Group 6	1172.69	1231.31	1292.87	1357.51	1425.10
Group 7	1299.70	1364.69	1432.91	1504.57	1579.80
Group 8					
HRT-1	647.68	680.06	714.07	749.77	787.26
HRT-2	686.13	720.43	756.46	794.28	834.00
HRA-1	699.67	734.65	771.39	809.95	850.45
HRA-2	718.97	754.91	792.66	832.29	873.91
HRA-3	748.36	785.77	825.07	866.32	909.64
HRA-4	780.06	819.06	860.01	903.01	948.16
CPC	021.58				

Appendix A-1

**Bi-Weekly Rates
Effective March 1, 1984 to October 31, 1984**

	A	B	C	D	E
Group 1	749.34	786.81	826.15	867.46	910.83
Group 2	813.44	854.11	896.82	941.66	988.74
Group 3	896.82	941.66	988.74	1038.17	1090.08
Group 4	1019.92	1070.91	1124.47	1180.69	1239.73
Group 5	1124.47	1180.69	1239.73	1301.71	1366.79
Group 6	1237.18	1299.03	1363.97	1432.17	1503.48
Group 7	1371.18	1439.74	1511.72	1587.32	1666.68
Group 8					
HRT-1	683.30 717.46	717.46	753.34	791.00	830.55
HRT-2	723.86	760.05	798.06	837.96	879.87
HRA-1	738.15	775.05	813.81	854.49	897.22
HRA-2	758.51	796.43	836.25	878.06	921.97
HRA-3	789.51	828.98	870.44	913.96	959.67
HRA-4	822.96	864.10	907.31	952.67	1000.30
CPC	1077.76				

Appendix A-2

Hourly Rates Effective July 1, 1983 to February 29, 1984

	A	B	C	D	E
Group 1	9.47	9.94	10.44	10.96	11.51
Group 2	10.28	10.79	11.33	11.90	12.49
Group 3	11.33	11.90	12.49	13.12	13.77
Group 4	12.89	13.53	14.21	14.92	15.66
Group 5	14.21	14.92	15.66	16.45	17.27
Group 6	15.63	16.41	17.23	18.10	19.00
Group 7	17.32	18.19	19.10	20.06	21.06
Group 8					
HRT-1	8.63	9.06	9.52	9.99	10.49
HRT-2	9.14	9.60	10.08	10.59	11.12
HRA-1	9.32	9.79	10.28	10.79	11.33
HRA-2	9.58	10.06	10.56	11.09	11.65
HRA-3	9.97	10.47	11.00	11.55	12.12
HRA-4	10.40	10.92	11.46	12.04	12.64
CPC	13.62				

Appendix A-2

Hourly Rates Effective March 1, 1984 to October 31, 1984

	A	B	C	D	E
Group 1	9.99	10.49	11.01	11.56	12.14
Group 2	10.84	11.38	11.95	12.55	13.18
Group 3	11.95	12.55	13.18	13.84	14.53
Group 4	13.59	14.27	14.99	15.74	16.52
Group 5	14.99	15.74	16.52	17.35	18.22
Group 6	16.49	17.32	18.18	19.09	20.04
Group 7	18.28	19.19	20.15	21.16	22.22
Group 8					
HRT-1	9.11	9.56	10.04	10.54	11.07
HRT-2	9.65	10.13	10.64	11.17	11.73
HRA-1	9.84	10.33	10.85	11.39	11.96
HRA-2	10.11	10.61	11.15	11.70	12.29
HRA-3	10.52	11.05	11.60	12.18	12.79
HRA-4	10.97	11.52	12.09	12.70	13.33
CPC	14.37				

Appendix B

Part-time Hourly Rate Effective July 1, 1983 to February 29, 1984

	A	B	C	D	E	
Group 1	10.70	11.23	11.79	12.38	13.00	
Group 2	11.61	12.18	12.80	13.44	14.11	
Group 3	12.80	13.44	14.11	14.82	15.56	
Group 4	14.56	15.28	16.05	16.85	17.69	
Group 5	16.05	16.85	17.69	18.58	19.51	
Group 6	17.66	18.54	19.46	20.45	21.47	
Group 7	19.57	20.55	21.58	22.66	23.79	
Group 8	HRT-1	9.75	10.23	10.75	11.28	11.85
	HRT-2	10.32	10.84	11.39	11.96	12.56
	HRA-1	10.53	11.06	11.61	12.19	12.80
	HRA-2	10.82	11.36	11.93	12.53	13.16
	HRA-3	11.26	11.83	12.43	13.05	13.69
	HRA-4	11.75	12.33	12.94	13.60	14.28
	CPC	15.39				

Appendix B

Part-time Hourly Rate Effective March 1, 1984 to October 31, 1984

	A	B	C	D	E	
Group 1	11.28	11.85	12.44	13.06	13.71	
Group 2	12.24	12.85	13.50	14.18	14.89	
Group 3	13.50	14.18	14.89	15.63	16.41	
Group 4	15.35	16.12	16.93	17.78	18.66	
Group 5	16.93	17.78	18.66	19.60	20.58	
Group 6	18.63	19.57	20.54	21.57	22.64	
Group 7	20.65	21.68	22.76	23.91	25.10	
Group 8	HRT-1	10.29	10.80	11.34	11.91	12.50
	HRT-2	10.90	11.44	12.02	12.62	13.25
	HRA-1	11.11	11.67	12.26	12.87	13.51
	HRA-2	11.42	11.98	12.59	13.22	13.88
	HRA-3	11.88	12.48	13.10	13.76	14.45
	HRA-4	12.39	13.01	13.66	14.35	15.06
	CPC	16.23				