

AGREEMENT

between

THE NEW BRUNSWICK

NURSES' UNION

and

BOARD OF MANAGEMENT

GROUP: NURSES, PART III

EXPIRES: December 31, 2018

TABLE OF CONTENTS

Article	Page
ARTICLE 1 - PURPOSE OF THIS AGREEMENT	1
ARTICLE 2 - APPLICATION OF AGREEMENT	1
ARTICLE 3 - DEFINITIONS	1
ARTICLE 4 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES	2
ARTICLE 5 - PROBATION.....	5
ARTICLE 6 - RECOGNITION	5
ARTICLE 7 - DISCRIMINATION.....	5
ARTICLE 8 - CONTINUANCE OF OPERATION	5
ARTICLE 9 - MANAGEMENT RIGHTS	5
ARTICLE 10 - UNION SECURITY	6
ARTICLE 11 - PROVINCIAL SECURITY.....	6
ARTICLE 12 - FUTURE LEGISLATION.....	6
ARTICLE 13 - LOCAL REPRESENTATIVE	6
ARTICLE 14 - PROVINCIAL LABOUR/MANAGEMENT COMMITTEE	7
ARTICLE 15 - PROFESSIONAL PRACTICE COMMITTEE	7
ARTICLE 16 - GRIEVANCE PROCEDURE	8
ARTICLE 17 - ADJUDICATION.....	10
ARTICLE 18 - HOURS OF WORK.....	10
ARTICLE 19 - COMPRESSED WORK WEEK.....	12
ARTICLE 20 - OVERTIME.....	12
ARTICLE 21 - VACATIONS.....	14
ARTICLE 22 - HOLIDAYS	16
ARTICLE 23 - SICK LEAVE	18
ARTICLE 24 - ALCOHOL AND DRUG RELATED ILLNESSES	19
ARTICLE 25 - LEAVE OF ABSENCE.....	20
ARTICLE 26 - EDUCATIONAL ASSISTANCE.....	22
ARTICLE 27 - MATERNITY LEAVE	23
ARTICLE 28 - SALARY ADMINISTRATION	24
ARTICLE 29 - PAYROLL PERIOD.....	26
ARTICLE 30 - VACANCIES, POSTINGS, PROMOTIONS AND TRANSFERS	26
ARTICLE 31 - TEMPORARY ASSIGNMENT	27
ARTICLE 32 - SUSPENSION AND DISCHARGE	28
ARTICLE 33 - WORKFORCE ADJUSTMENT	29
ARTICLE 34 - LAYOFF AND DISPLACEMENT/RECALL	29
ARTICLE 35 - TERMINATION OF EMPLOYMENT	32
ARTICLE 36 - RETIREMENT	32
ARTICLE 37 - RETIREMENT AND LAYOFF ALLOWANCE	32
ARTICLE 38 - SENIORITY	34
ARTICLE 39 - SAFETY AND HEALTH	34
ARTICLE 40 - INJURED ON DUTY.....	35
ARTICLE 41 - BULLETIN BOARDS.....	35
ARTICLE 42 - PENSIONS.....	36
ARTICLE 43 - PORTABILITY	36
ARTICLE 44 - PRINTING OF AGREEMENT	36
ARTICLE 45 - JOB DESCRIPTION, JOB CLASSIFICATION AND ORIENTATION	37
ARTICLE 46 - AMBULANCE TRANSFER DUTY	38
ARTICLE 47 - MERGER AND AMALGAMATION	38
ARTICLE 48 - WORKING CONDITIONS.....	39
ARTICLE 49 - HEALTH BENEFITS	39
ARTICLE 50 - LONG-TERM DISABILITY	39
ARTICLE 51 - GROUP LIFE INSURANCE	40
ARTICLE 52 - TECHNOLOGICAL CHANGE	40
ARTICLE 53 - EMPLOYEE PERFORMANCE ASSESSMENT	40

ARTICLE 54 - RETROACTIVITY	40
ARTICLE 55 - DURATION AND TERMINATION	41
APPENDIX A.....	42
APPENDIX B.....	45
ADDENDUM TO THE COLLECTIVE AGREEMENT.....	48
LETTER OF INFORMATION - Harassment and Abuse in the Workplace.....	52
LETTER OF INTENT - Memos of Agreement	53
LETTER OF UNDERSTANDING - Bi-weekly Level Pay.....	54
LETTER OF AGREEMENT - Integration of the Extra-Mural Hospital within the Regional Health Authority.....	55
LETTER OF INTENT - Extra Mural Vehicles	57
LETTER OF INFORMATION - Deffered Salary Leave.....	58
LETTER OF INTENT - Temporary Reduction from Full-time to Part-time	59
LETTER OF INTENT - Permanent Reduction from Full-time to Part-time for Pre-retirement Employees ..	61
LETTER OF INTENT - Educational Leave	63
LETTER OF INTENT - Innovative Shifts / Modified Hours of Work.....	64
LETTER OF INTENT - Pilot Project for Implementation of Weekend RN Position.....	65
LETTER OF INTENT - The Definition of ‘Facility’ for Extra Mural Units, Public and Community Mental Health	66
LETTER OF AGREEMENT - Flexible Work Schedules	67
LETTER OF INTENT - Required Travel within Regional Health Authority.....	68
LETTER OF INTENT - Retention Premium	69
MEMORANDUM OF UNDERSTANDING - Nurses Employed by Ambulance New Brunswick.....	70
LETTER OF INTENT - Attendance at Work and Employee Wellness	72
LETTER OF INTENT - Collaboration on Sustainable Healthcare.....	74
LETTER OF INTENT - Educational Increments	75
LETTER OF INTENT - Guidelines for Floating.....	76
LETTER OF INTENT - Models of Care.....	77
LETTER OF INTENT - Workplace Violence Prevention	78
LETTER OF INTENT - Safe Staffing Assessment.....	79
LETTER OF AGREEMENT - Temporary Reduction In Hours For Local Executive Members.....	80

PARTIES

THIS AGREEMENT is made and entered into this 23rd day of September 2015.

BETWEEN: THE NEW BRUNSWICK NURSES' UNION (hereinafter called the Union);

AND BOARD OF MANAGEMENT, as represented by the Regional Health Authorities and Ambulance New Brunswick listed under Part III, First Schedule of the *Public Service Labour Relations Act* (hereinafter called the Employer).

ARTICLE 1 - PURPOSE OF THIS AGREEMENT

1.01 The purpose of this agreement is to establish and maintain mutually satisfactory employment relations as set out herein between the Employer and the Employees of this bargaining unit.

ARTICLE 2 - APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding upon the Union, the employees, the Employer and its agents and supersedes any other verbal or written agreement.

2.02 The parties hereto agree that the benefits, privilege, rights or obligations agreed to in this collective agreement are in lieu of the application of the *Employment Standards Act* as contemplated in section 4(2) of the Act.

ARTICLE 3 - DEFINITIONS

3.01 1. "Employee" shall mean a person who is in the bargaining unit and who meets the definition of an employee as defined in the *Public Service Labour Relations Act*.

2. For the purpose of this collective agreement, employees shall be subdivided into the following categories:

- (a) "Full-time Employee" - an employee who normally works on a scheduled basis the number of hours provided for in the present collective agreement and who is hired for an indeterminate period.
- (b) "Part-time Employee" - An employee who normally works on a scheduled basis a lesser number of hours than provided for in the present collective agreement but more than one-third (1/3) of the weekly normal hours averaged over a four (4) week period, and is hired for an indeterminate period.
- (c) "Temporary Employee" - An employee hired for a fixed period in excess of six (6) continuous months to work on a full-time or part-time basis.

(d) "Casual Employee" – a person employed on a temporary basis for the following purposes to:

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

who works more than one-third (1/3) of a shift as defined in Article 3.14.

3. The Employer shall not lay off or terminate the employment of a person for the purpose of preventing her from becoming an employee under one of the above definitions.

3.02 "Bargaining Unit" shall mean the employees of the Employer covered by Certification Order Number 007 H0 1c as amended and includes the employees of the former Part I Nurses Bargaining Unit covered by Certification Order Number 004 PS 1b as amended February, 23, 2006.

3.03 "Classification" means the position an employee holds, as listed in Appendix "A" and Appendix "B", of this Agreement.

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

3.05 "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*.

3.06 "Facility" shall mean any premises operated by a Regional Health Authority, from, or at which Health services are delivered. Extra Mural Units and Public Health/Community Mental Health Program within each separate Regional Health Authority shall each form a component which is to be recognized as meeting the definition of "facility" under Article 3.06 of the Collective Agreement. In each Regional Health Authority there shall be one (1) Extra Mural facility, and one (1) Public Health/Community Mental Health facility with respective units/sub units.

3.07 "Graduate Nurse" means a nurse who is a graduate of an approved School of Nursing and is entitled to practice under the Act respecting the Nurses Association of New Brunswick.

3.08 "Hospital" means the Hospital or Institution listed in Part III of the First Schedule of the *Public Service Labour Relations Act* in which the Nurse is currently employed.

3.09 "Local" means a local organization of the New Brunswick Nurses' Union.

3.10 "Local Representative" means an employee under this Collective Agreement appointed or elected by the Local to represent employees in presenting complaints or grievances to the Hospital.

3.11 "Promotion" means an appointment of an employee from one classification to another classification for which the employee is paid higher compensation.

3.12 "Registered Nurse" means a nurse whose name is presently entered in the register kept pursuant to paragraph 11(1)(a) of the "Act respecting the Nurses Association of New Brunswick." Nurses shall maintain their registration pursuant to the said "Act."

3.13 "Seniority" is a measurement of accumulated hours paid as an employee in the Nurses, Part III and Nurse Managers and Nurse Supervisors bargaining units in the Hospital in which the employee is employed from the employee's date of hire except as provided in articles 4.07(c), 25.01, 38.03(b) and (c) and 40.03(b).

3.14 "Shift" means eight (8) consecutive hours of work including a lunch period. There shall be three (3) consecutive shifts in twenty-four (24) hours; namely, day, evening and night shifts.

3.15 "Union" shall mean the New Brunswick Nurses' Union.

3.16 "Weekend" shall mean any consecutive forty-eight (48) hour period between 2300 hours Friday to 2400 hours Sunday.

3.17 "Work Schedule" means a written statement setting forth the days and hours upon which employees are normally required to work and the days upon which employees are normally scheduled to be off work.

3.18 Throughout this Agreement words importing the masculine or feminine gender shall apply interchangeably.

ARTICLE 4 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

4.01 A part-time employee shall be paid in accordance with Appendix "A" or Appendix "B" and shall be entitled to the following benefits on a pro-rata basis:

- (1) vacation credits,
- (2) sick leave credits,

- (3) statutory holidays,
- (4) retirement allowance.

4.02 Temporary employees and casual employees shall:

(1) be paid in accordance with the rates contained in Appendix “A” or Appendix “B”, and

(2) receive an hourly benefit premium of thirteen percent (13%) of the employee’s regular straight time hourly rate, for all hours worked, including paid leaves of absence to which they are entitled. This premium is paid in lieu of vacation, sick leave and statutory holidays. Therefore, Article 21, Vacations, and Article 23, Sick Leave, do not apply. Article 22, Holidays, does not apply, save and except Article 22.08.

4.03 A part-time, temporary or casual employee shall be entitled to an annual increment as shown in Appendix “A” or Appendix “B” upon completion of each 1957.5 hours of work or multiples thereof.

4.04 If a part-time employee has applied for and obtained a full-time position within the same classification and department, then no further trial period shall be required as per Article 30.04.

4.05 A leave of absence without pay shall be granted to part-time and casual employees paid in accordance with Article 4.02 on a yearly basis upon application in the same manner as specified for full-time employees to apply for vacation. The time at which this leave shall be taken will be subject to the approval of the Hospital. Their entitlement for such leave shall be as follows:

Hours worked from their first date of hire	Number of calendar weeks which will be granted upon request
Less than 1957.5 hours	2 calendar weeks
1957.5 - 9787.5 hours	3 calendar weeks
9787.5 - 39,150 hours	4 calendar weeks
39,150 hours or more	5 calendar weeks

4.06 Part-time, temporary and casual employees may accumulate up to a yearly maximum of 1957.5 hours of seniority from the last anniversary of their date of hire in the bargaining unit of the Hospital in which the employee is employed.

4.07 (a) Part-time, temporary and casual employees may apply for leave of absence with or without pay.

(b) A casual employee who returns from an absence due to illness in excess of five (5) weeks, maternity leave, child care leave, or worker’s compensation shall retain any accumulated seniority.

(c) A casual employee shall lose all accumulated seniority where the casual employee has not performed any casual work for a period of six (6) months, unless the casual employee has been offered casual work but has refused the assignment for one of the reasons provided in article 4.11(b) or if the absence is covered by the provisions of 4.07(b).

(d) An employee, as defined in Article 3.01(d), who has performed casual work shall have seniority recognized for those casual hours.

4.08 Any work performed on a part-time, temporary or casual basis in classifications established by this collective agreement will be paid at the rates of pay set forth in Appendix “A” or Appendix “B” as provided in this article.

4.09 (a) (i) All scheduled work shall be assigned to full-time, part-time or temporary employees. Where there is scheduled work in a facility but of insufficient hours to constitute a part-time position this work must first be offered to current part-time employees in the facility and if no part-time employee wishes to assume the additional scheduled work, the Employer may assign the work on a casual basis.

- (ii) Casual work known to be available at least six (6) weeks in advance shall be first offered as equitably as possible to part-time employees who are available and who are employed for that type of work. Failing the availability of part-time employees to perform this casual work, the casual work will be offered as equitably as possible to casual employees who are employed for that type of work.
 - (iii) Casual work not known to be available at least six (6) weeks in advance shall be offered as equitably as possible among part-time and casual employees who are available and who are employed for that type of work.
 - (iv) An employee who is scheduled or requested to work a casual shift and reports to work but the shift is cancelled, shall be provided a minimum of four (4) hours of work.
 - (v) Except in the case of an emergency, an employee who has agreed to work a casual shift shall notify the Hospital seventy-two (72) hours prior to the start of the scheduled casual shift if she is unable to work the shift.
 - (vi) The employer will notify the employee of the cancellation of a scheduled casual shift as soon as possible.
- (b) (i) Part-time employees are hired to work a specific number of shifts averaged over a four (4) week period. This number of shifts will not be increased or decreased without mutual agreement between the Hospital and the Union.
- (ii) A part-time employee may apply in writing to work on a casual basis. When a part-time employee comes off the casual list, a reapplication will not be considered until twelve (12) months have elapsed. While on the casual list, a part-time employee who wishes to work on a casual basis must be available for work unless on approved leave.
- (iii) A part-time employee interested in doing casual work will advise her Employer of the days and/or shifts on which she will make herself available. Should the employee know in advance of her unavailability for any of the shifts indicated to the Employer in any particular week she will advise the Employer of her unavailability for casual work. Should a part-time employee not advise her Employer of her unavailability she will only refuse an assignment of casual work for those reasons set out in Article 4.11(b).
- (iv) There is no obligation to offer casual work to part-time employees if it interferes with their regular part-time employment.

(c) Casual work shall be offered as equitably as possible, in one (1) facility only, or as otherwise mutually agreed, among part-time and casual employees who are available and who are employed for that type of work. Upon request, equitable offers will be assessed once in any three (3) month period. Equitable offers shall include: calls, no answers, refusals and periods when the employee is unavailable.

(d) Until a casual employee has worked four hundred and fifty (450) hours equitable offers and distribution of casual shifts referred to in this article (Article 4.09) shall not be subject to the grievance and adjudication procedure.

4.10 A casual employee may apply to have her name placed on a casual employment list in one (1) or more facilities, and, if approved by the Hospital, will be offered casual employment in accordance with Article 4.09. Approval shall not be unreasonably refused.

4.11 (a) A nurse whose name appears on the list in accordance with Article 4.10 shall, subject to 4.11(b), be required to report for work when requested.

- (b) A nurse may refuse an assignment of casual employment:
 - (i) for reasons of illness, provided she satisfies the Employer of her condition

- (ii) for reasons of emergency provided she satisfies the Employer of her need
- (iii) if she already has worked three (3) shifts in the previous seven (7) calendar day period.

ARTICLE 5 - PROBATION

5.01 All full-time, part-time and temporary employees shall, from date of hire, undergo a probationary period, which shall be a continuous period of seven hundred and fifty (750) hours worked.

5.02 During their probationary period, full-time, part-time and temporary employees shall benefit from all the provisions of this collective agreement including the Grievance and Adjudication procedures except in the case of rejection for incompetence or suspension or discharge for just cause.

5.03 The probationary period may be waived at the discretion of the Employer. The probationary period may be extended for a further period of up to four hundred and fifty hours (450) hours. Such extension shall not be automatically applied. If the probationary period is to be extended, the Employer representative shall discuss with the affected employee the reasons for the extension.

ARTICLE 6 - RECOGNITION

6.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees employed by the Employer to whom New Brunswick Certification Order Number 007 HO 1c (as amended) applies.

ARTICLE 7 - DISCRIMINATION

7.01 The parties agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to the Union, the Local, the Employees, the Employer and its Agents.

7.02 All parties agree that the *Human Rights Act* of the Province of New Brunswick as amended from time to time applies to this agreement.

7.03 When an employee, who has become incapacitated by handicap or illness, or through advancing years or temporary disability or pregnancy, is unable to perform her regular duties, or casual work assignment, as the case may be, the Employer will make every reasonable effort to relocate the employee in a position or job, or in the case of a casual employee, a casual assignment, consistent with her disability, capacity or age. The Employer shall not displace any other employee, except a probationary employee, from her position in order to effect this relocation.

ARTICLE 8 - CONTINUANCE OF OPERATION

8.01 The Union and the Employer agree that there will be no strikes or lock-outs during the term of this agreement.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;
- (b) to direct, hire, promote, demote, transfer, suspend, discipline, or dismiss employees, and to assign employees to shifts;
- (c) to schedule holidays, evaluate jobs, classify positions and specify the employees' duties; and
- (d) to manage and operate the Hospital in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the

use of all materials required in the operation of the Hospital; to require suitable dress; to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of the safety and well being of the public.

ARTICLE 10 - UNION SECURITY

10.01 (a) All new employees shall become members of the Union during their first month of employment.

(b) Employees who are members of or who become members of the Union shall maintain this membership in good standing as a condition of continuing employment.

10.02 The hospital shall deduct from the salary due each employee an amount equal to the regular monthly dues of the Union.

10.03 The sums deducted pursuant to this Article shall be remitted to the Treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Hospital advised of the name and address of the Treasurer of the Union, and the amount of monthly dues annually. The monthly payment of deductions made shall be accompanied by a full list of employees, including addresses, as follows:

- (1) Full-time employees
- (2) Part-time employees
- (3) Temporary employees
- (4) Casual employees.

This list will also include the number of hours worked by casual employees during the month deductions were made. This list will be supplied monthly.

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

10.05 The Union agrees to indemnify and save the Hospital harmless from any liability or action out of the operation of this Article.

ARTICLE 11 - PROVINCIAL SECURITY

11.01 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 health, safety or security of the people of the Province.

ARTICLE 12 - FUTURE LEGISLATION

12.01 In the event that any law passed by the Legislature, applying to the employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

ARTICLE 13 - LOCAL REPRESENTATIVE

13.01 (a) The functions of the Local Representatives will include:

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

(b) Each Local will inform the Hospital in writing of the name of the Local Representative(s).

13.02 Local representatives shall be entitled to leave their jobs with their supervisor's permission. Permission will not be unreasonably withheld. When resuming their regular work each local representative shall report to her

immediate supervisor and in the event of undue delay will give her a reasonable explanation of her absence. Employees shall not suffer a loss of regular pay while attending to these duties.

13.03 The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a Collective Agreement is in effect and to introduce a new employee to her local representative. The Local Representative (or her designate) shall familiarize the new employee with the contents of the Collective Agreement.

13.04 Permission may be granted by the Chief Executive Officer of the Hospital, or designate for Local meetings to be held on Hospital property at no cost. Such permission will not be unreasonably requested or withheld.

13.05 An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance, provided that permission of the Employer's representative is first obtained. Such permission shall not be unreasonably requested nor withheld.

ARTICLE 14 - PROVINCIAL LABOUR/MANAGEMENT COMMITTEE

14.01 A Provincial Labour/Management Committee made up of the negotiating team for each party shall meet at the request of either party. Every reasonable effort will be made to ensure continuity of team membership during the life of the current Collective Agreement. The Committee shall deal with matters of interpretation of the Collective Agreement and other matters of mutual concern. This Committee does not have the power to add to, change or modify this Collective Agreement.

ARTICLE 15 - PROFESSIONAL PRACTICE COMMITTEE

15.01 (a) The Employer and Union agree to the establishment of Professional Practice Committees. The parties acknowledge that the structure of the Committee shall be established on a facility basis, except where otherwise agreed.

(b) There shall be a Professional Practice Committee composed of up to four (4) representatives from the Union and up to four (4) representatives from the Administration, one of whom shall be a Senior Nurse Administrator. Additional representatives from either party may be added by mutual agreement. The Chair shall alternate between the Union and the Administration.

(c) They shall meet to discuss all matters of concern between the parties. It is recognized that these concerns may be raised through verbal presentation and/or written documentation and that any information presented will be treated in a confidential manner by members of the Committee.

(d) This Committee shall be responsible for:

- (i) Defining problems
- (ii) Developing viable solutions to such problems
- (iii) Recommending the proposed solutions in writing to the appropriate hospital authority, with a copy to the vice-president responsible for nursing professional practice for the Regional Health Authority.

(e) This Committee shall be appointed within thirty (30) days of signing of the Collective Agreement, shall meet within ten (10) days of its appointment and thereafter shall meet on a monthly basis and also hold such additional meetings as are required by either party.

(f) This Committee shall be advisory in nature and shall not substitute for staff or head nurse meetings or normal lines of communication in effect in the Hospital.

(g) Any item unresolved for more than three (3) meetings shall be addressed in writing to the concerned party prior to the next regular meeting.

(h) Employees shall not suffer loss of pay as a result of attending meetings or carrying out the functions of the Committee. If an employee is required to attend such meetings outside her normal working hours, she shall be compensated at the employee's regular hourly rate of pay.

(i) Minutes shall be kept of all meetings.

15.02 Nursing staff within the Hospital, as individuals or groups, may make representations to the Professional Practice Committee respecting concerns or complaints regarding workload and/or work environment. The Committee shall consider such representations and make recommendations concerning same.

15.03 A Provincial Union Representative or a Board of Management Representative may be invited to attend these meetings on a consultative basis only. All parties will be given reasonable notice prior to the meeting if such representatives are to be in attendance.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 (a) Where an employee has a complaint or alleges that the Employer has violated any provision of this Agreement the employee may, with or without the assistance of a Union official, discuss the matter with her immediate supervisor within ten (10) full working days after becoming aware of the circumstance giving rise to the complaint or alleged violation of the Agreement.

(b) A casual employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition accorded him or her under the collective agreement, unless otherwise specified.

(c) Where an employee alleges that the Employer has violated any provision of this Agreement, and where the employee has the written consent of the Union, the following procedure shall apply:

STEP ONE: Within twenty (20) full working days after becoming aware of the circumstances giving rise to the grievance the employee may present her grievance in writing on the form approved by the Labour and Employment Board either by personal service or by mailing by registered mail to the person designated by the Hospital as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within five (5) working days from the date on which she presented her grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two, or in the case of those Hospitals where there is no Step Two designated, the employee may proceed directly to Step Three.

STEP TWO: Within five (5) working days from the expiration of the five (5) day period referred to in Step One, the employee may present her grievance in writing either by personal service or by registered mail to the person designated by the Hospital as the second level in the grievance. If the employee does not receive a written reply or satisfactory settlement of her grievance from the person designated by the Hospital as the second level in the grievance process within ten (10) working days from the date on which she presented her grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within five (5) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present her grievance in writing either by personal service or by registered mail to the Administrator of the Hospital in which she works. Any proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is presented to the Administrator. The Administrator acting with or on behalf of the Board of Trustees shall meet with the employee within ten (10) working days from the date on which she presented her grievance to the Administrator in an attempt to resolve the grievance. The Administrator shall reply to the employee within ten (10) working days from the date of the meeting and if the employee does not receive satisfactory settlement of her grievance from the Administrator the employee may refer her grievance to Adjudication as provided in Article 17 hereof within twenty (20) working days of the date on which she should have received a reply from the Administrator or from the date on which she received an unsatisfactory reply.

For the purpose of this sub-article reference to “Administrator” may be read as follows:

Chief Executive Officer or designate of the Hospital provided this individual is a senior management person outside of the Department of Nursing who has not represented the Employer at either Step I or Step II.

(d) Where an employee alleges that she has been suspended or discharged in violation of clause 32.01 she may within ten (10) days of the date on which she was notified in writing or within twenty (20) days of the date of her suspension or discharge, whichever is later, invoke the grievance procedure including Adjudication as set out in this Agreement, and for the purposes of a grievance alleging violation of clause 32.01 she shall lodge her grievance at the final level of the grievance procedure.

(e) In any case where the employee presents her grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall if she wishes be accompanied by a representative(s) of the Local and the Union.

16.02 (a) If a difference of a general nature arises between the Union or its members and the Hospital concerning a complaint or an alleged violation of this Agreement and, due to its nature, is not properly the subject of an individual grievance, the Union shall submit a written grievance at the final level of the grievance procedure within twenty (20) full working days after the Union has become aware of the circumstances giving rise to the grievance. In an attempt to resolve the grievance, the Administrator acting with or on behalf of the Board of Trustees shall meet with the Union within ten (10) working days from the date on which the Union presented the grievance to the Administrator.

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

16.03 The time limits specified in this Article may be extended through mutual agreement in writing between the Hospital and the Union.

16.04 The Hospital will post the names of the individuals involved at each level of the grievance procedure within thirty (30) days of the signing of this Agreement.

GRIEVANCE PROCEDURE

LEVEL	EMPLOYEE’S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER’S TIME TO RESPOND WITHIN
FIRST	20 Working Days after the alleged grievance has arisen or has come to her attention	Person designated by the Employer	5 Working Days from receipt of written grievance
SECOND (where such a level is established)	5 Days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	10 Working Days from receipt of written grievance
FINAL	5 Days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 16.01 (c)	The CEO of the hospital or person designated	10 Working Days from receipt of written grievance to meet. 10 Working Days from meeting to reply.
ADJUDICATION	20 Days from receipt of reply from final level or date reply should have been received	G-1 Form to Labour and Employment Board with copy to Board of Management	

ARTICLE 17 - ADJUDICATION

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

- (a) the interpretation or application in respect to her of a provision of this Collective Agreement or a related arbitral award; or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty;

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

17.02 Where a grievance that may be presented by an employee to Adjudication is a grievance relating to the interpretation or application in respect to her of a provision of a collective agreement or an arbitral award, the employee is not entitled to refer the grievance to Adjudication except where otherwise provided in the *Public Service Labour Relations Act*, unless the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applied signifies, in prescribed manner:

- (a) its approval of the reference of the grievance to Adjudication; and
- (b) its willingness to represent the employee in the Adjudication proceedings.

17.03 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Adjudicator shall have full power to direct payment of compensation, increase or decrease penalty or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Adjudicator may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

ARTICLE 18 - HOURS OF WORK

18.01 (a) The regular daily hours of work in each shift shall be seven and one-half (7½). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over a four (4) week period. Meal periods shall not be less than thirty (30) minutes each shift and shall not be considered hours of work.

(b) Where operational requirements permit, the starting and stopping time for those employees working shifts shall be:

START	STOP
Day - Between 7 a.m. & 8 a.m.	Between 3 p.m. & 4 p.m.
Evening - Between 3 p.m. & 4 p.m.	Between 11 p.m. & 12 m.n.
Night - Between 11 p.m. & 12 m.n.	Between 7 a.m. & 8 a.m.

There shall be eight (8) hours between the starting and stopping time of each shift. These starting and stopping times will be determined locally by mutual agreement between the Hospital and the Union. Some examples of the shift schedule are:

- (i) Day - 7:30 a.m. to 3:30 p.m.
Evening - 3:30 p.m. to 11:30 p.m.
Night - 11:30 p.m. to 7:30 a.m.
- (ii) 8 a.m. to 4 p.m.
4 p.m. to 12 m.n.
12 m.n. to 8 a.m.

(c) If an employee has purchased a meal in the hospital cafeteria and is required to leave the meal and report back to work the employer shall replace the meal.

(d) Meal Periods (New Brunswick Extra-Mural Program)

- (i) By mutual agreement between the Hospital and employees in each of its Service Delivery Units in the Extra-Mural Program the meal periods may be extended to sixty (60) minutes.
- (ii) Employees of the Extra-Mural Program who are obliged to be on call during any meal period shall be paid the standby rate according to Article 20.06 (d) of the collective agreement.
- (iii) When an employee of the Extra-Mural Program is required to answer telephone calls or is called back to work during her meal period, in addition to receiving the standby rate according to Article 20.06 (d), she shall be paid the overtime rate for the time spent providing the service according to Article 20.03 (a) (ii) and the Employer shall replace the meal.

18.02 As far as Hospital requirements permit, each employee shall receive two (2) consecutive days off in each week unless otherwise agreed between the Hospital and the employee.

18.03 (a) Full-time and part-time employees shall receive a minimum of every second (2nd) weekend off. Should circumstance prevent the employee from having every second (2nd) weekend off she shall be compensated for the hours worked during that weekend at the overtime rate. This provision does not apply to part-time employees who apply to work on an exclusively weekend schedule.

(b) Overtime hours worked on a voluntary basis or casual hours worked on a weekend shall not entitle a nurse to the overtime rate for the subsequent regularly scheduled weekend.

18.04 Work schedules shall be posted in the appropriate nursing unit at least four (4) weeks in advance and will cover a period of at least six (6) weeks. The Hospital shall make every reasonable effort not to change schedules once posted. The Hospital shall advise any nurse of an intended change in the nurses schedule as soon as it is known by the Hospital and at least seventy-two (72) hours in advance.

18.05 If advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Such approval shall not be unreasonably requested nor withheld.

18.06 (a) Where evening and/or night shifts are required in any unit such shifts shall be rotated equally among all employees in that unit, except that consideration shall be given to employees' requests for permanent evening or night duty. Employees requesting return to regular rotation shall be permitted to return.

(b) Unless otherwise agreed between the Hospital and the employee:

- (i) Whenever possible, employees required to work rotating shifts, shall be scheduled to work the majority of shifts on day duty averaged over a twelve (12) month period beginning on January 1. The employee's vacation period shall not be factored into this formula.
- (ii) There shall be a time period of at least sixteen (16) hours elapsing between shift change.

(c) No employee shall be required to change shifts more than once during the same week.

18.07 No employee shall be required to work more than seven (7) consecutive days without day(s) off.

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

18.09 There shall be two (2) fifteen (15) minute rest periods per shift.

18.10 If a Local indicates, that in any facility or Nursing unit, improvements to the existing work schedule are possible, within existing resources, then the Employer and the local shall meet, at the earliest possible date to endeavour to develop a mutually acceptable implementation. If no mutually agreeable implementation is reached at the local level, a Provincial Union Representative and a Board of Management Representative may be invited to attend further meetings on a consultative basis only.

18.11 Flexible start and stop times may be established by mutual agreement between the employee and the Employer without limiting the Employer's right to schedule. The Employer will notify the Union of such flexible start and stop times prior to implementation.

18.12 Employees may be permitted to self-schedule as per the following:

- (i) Participating employees shall develop the rules for a particular unit;
- (ii) Such rules must be in accordance with the provisions of the collective agreement and must be approved by the Employer;
- (iii) The Employer shall have approval of the final schedule;
- (iv) Self-scheduling shall be for a trial six (6) month period on a particular unit;
- (v) There must be mutual agreement between the Employer and the participating employees to continue the self-scheduling option;
- (vi) Any self-scheduling option may be terminated by either the Employer or the participating employees with ninety (90) days' notice; and
- (vii) The Employer will notify the Union when any unit(s) in a facility commences self-scheduling under this article.

ARTICLE 19 - COMPRESSED WORK WEEK

19.01 The Parties agree that hospital units may implement compressed work week shift schedules provided that:

- (a) the Administration of the facility agrees to implement and maintain the shift schedule;
- (b) the schedule is operated in accordance with the Collective Agreement and the addendum to the Collective Agreement.

19.02 If, in the opinion of the Hospital, there are operational reasons for withdrawing the compressed work week schedule in any nursing unit, the Hospital and the staff affected and the local shall meet at the earliest possible date to endeavour to develop a mutually acceptable solution, prior to the Hospital introducing a change.

ARTICLE 20 - OVERTIME

20.01 Overtime must be authorized by the Hospital. However, in unforeseen circumstances, if the employee is unable to obtain authorization, she shall be compensated at the overtime rate according to 20.03 (a) or 20.03 (b) by justifying the overtime within forty-eight (48) hours.

- 20.02
- (a) No employee shall be paid overtime more than once for the same hours so worked.
 - (b) Hours worked and paid at the overtime rate shall not be used to determine eligibility for additional overtime.

20.03 (a) Any work performed by a full-time, part-time or temporary employee, excluding hours worked on a casual basis by a part-time and temporary part-time employees:

- (i) on a scheduled day off (Full-time and Temporary Employees working on a full-time basis);
- (ii) in excess of seven and one-half (7½) hours in any one (1) day;
- (iii) in excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period);
- (iv) in excess of seven (7) consecutive days;
- (v) without sixteen (16) hours time off between shifts (excluding any overtime hours worked);
- (vi) outside the employee's previously scheduled hours, without seventy-two (72) hours notice;

- (vii) during one (1) shift of a double shift unless both shifts were unscheduled, in which case both shifts will be eligible for overtime; and
- (viii) during an employee's weekend off;

shall be compensated by the payment of one and one-half (1½) times the employee's hourly rate or time and one-half (1½) off for each of the overtime hours worked. The employee shall choose the method of compensation. When a nurse works overtime and time off is not requested by the nurse or is not given by the employer within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for overtime worked in excess of seventy-five (75) hours of banked time.

(b) Any work performed by a full-time, part-time or temporary employee, excluding hours worked on a casual basis by a part-time and temporary part-time employee during an employee's paid vacation shall be compensated by the payment of the vacation day and the payment of two (2) times the employee's hourly rate or two (2) times off for each of the overtime hours worked. The employee shall choose the method of compensation. When a nurse works overtime and time off is not requested by the nurse or is not given by the employer within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for overtime worked in excess of seventy-five (75) hours of banked time.

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

- (i) In excess of eleven and one-quarter (11¼) hours in any one day; except where working in excess of seven and one-half (7½) hours is not at the employee's option, in which case overtime will be paid for hours in excess of seven and one-half (7½) hours;
- (ii) In excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period);
- (iii) During one (1) shift of a double shift.

(d) Any casual hours worked by part-time employees will not affect the employee's hourly rate of pay for hours worked as part-time employees such as the payment of overtime unless otherwise agreed.

(e) For the purpose of establishing a basis for calculation of overtime under (a) (iii) and (c)(ii), consecutive sets of two (2) pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.

20.04 (a) Overtime shall be offered equitably among the employees who are available and capable of performing the work.

(b) No employee shall be required to work a double shift without her consent except in an emergency as defined in Article 3.04.

20.05 The Employer will not layoff employees to avoid payment of overtime in accordance with Article 20.03.

20.06 Stand-by and Call-back

(a) An employee on stand-by duty who is called back to work at any time outside her normal working hours, shall be compensated a minimum of three (3) hours at the overtime rate according to Article 20.03(a) for each call-back to a maximum of eight (8) hours pay per stand-by shift at the overtime rate.

(b) A stand-by duty roster and schedule may be established at certain facilities when, in the opinion of the Employer, it is warranted by operating conditions.

(c) An employee designated for stand-by duty shall be available during her period of stand-by duty at a known telephone number, and be able to report for duty as quickly as possible if called. No compensation shall be granted for the total period of stand-by if the employee is unable to report for duty when required. Employees shall not be required to be on stand-by on her holiday or days off, unless otherwise mutually agreed between the Hospital and the employee.

(d) An employee designated for stand-by duty shall be compensated at the rate of three dollars (\$3.00) per hour for each hour of stand-by.

(e) An employee on stand-by duty who is called to work and who reports for work shall be compensated in accordance with clause 20.06(a) and in addition shall receive pay for stand-by duty.

(f) An employee on stand-by duty who is called back to work outside normal working hours shall be paid an allowance to assist in defraying the cost of transportation as follows:

(i) Reimbursement for actual taxi fare paid by the employee for travel from her place of residence to the facility and return, but not to exceed nine dollars (\$9.00).

(ii) An amount that is equal to the actual taxi fare from her place of residence to the facility and return, for the use of a privately owned vehicle, but not to exceed nine dollars (\$9.00).

(g) Employees working in Extra-Mural facilities who are required to return Employer vehicles at the end of a stand-by shift shall be reimbursed for actual taxi fare paid by the employee for return transportation to her place of residence but not to exceed eleven dollars (\$11.00).

(h) An employee shall not receive any payment for transportation expenses where:

(i) she lives in subsidized hospital accommodations

(ii) transportation is provided by the Employer.

(i) No employee who works overtime past midnight shall be required to commence her next regular shift within eight (8) hours. An employee who commences work under this article at the beginning of the second hour of her regular shift shall be paid for the first hour of her regular shift. This article shall not apply to those employees who are called back after 5:00 a.m.

(j) When an Extra-Mural Nurse or Public Health Nurse or Community Mental Health Nurse is required to provide professional services via her telephone while on stand-by, she will be paid at the overtime rate for time spent providing such service. A claim for overtime pursuant to this clause must be made within forty-eight (48) hours on a form provided to the employee by the Hospital.

ARTICLE 21 - VACATIONS

21.01 Every full-time employee who, on the final day of the vacation year, has seniority of:

(a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¹/₄) days per month in accordance with Article 21.06;

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

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

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

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

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

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

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

Such vacation to be taken during the following vacation year.

21.02 The vacation year shall be the period July 1st of each year to June 30th of the following year.

21.03 If one of the holidays referred to in Article 22 falls or is observed on a regular working day during an employee's vacation, she shall be granted an additional day of vacation.

21.04 An employee whose employment is terminated for any reason shall be paid with her final pay an amount of money equivalent to one twelfth (1/12) of her annual vacation entitlement multiplied by the number of months worked since the beginning of the vacation year.

21.05 Vacations shall not be cumulative from year to year provided however, that vacation entitlement may be carried over to a subsequent year. An employee who wishes to carry her vacation entitlement forward shall request the Hospital's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward. Such permission shall not be unreasonably requested or withheld.

21.06 (a) Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 32, exceeds one-half (½) 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 of absence or suspension from duty. Accumulation shall be at the rate of one twelfth (1/12) of her amount of vacation entitlement accruing for each month worked since the beginning of the vacation year.

(b) Employees who are receiving compensation benefits under the *Workers' Compensation Act* shall earn vacation credits which will be limited to the number of days that would have accrued for one (1) year of service as per Article 21.01.

21.07 (a) Vacations may be scheduled throughout the year on a nursing unit basis provided that the Hospital reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. Employees shall be given their vacation choice according to their seniority. Once scheduled, the employee's vacation shall not be changed unless mutually agreed by the employee and the Hospital or where as a result of her transfer into another nursing unit, her previously scheduled vacation is not available.

(b) The Hospital shall post no later than March 1st each year a list on which employees will indicate their choice of vacation. Employees will have until April 1st to indicate their choice of vacation. Approved vacation lists shall be posted no later than May 1st.

(c) After May 1st, requests for vacations which do not result in additional cost and/or interfere with operational requirements, shall be approved on a first come, first served basis. The employee will be notified as soon as possible in writing if her request is approved or denied.

21.08 If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive vacation days, and such illness is supported by a medical certificate, the employee shall be granted sick leave and shall have her vacation credits restored to the extent of the sick leave. Substitution of sick leave credits for vacation leave shall not be granted where an employee's scheduled vacation period is less than three (3) days.

If an employee becomes ill prior to commencement of her vacation period she shall be entitled to have her vacation rescheduled to the extent of the sick leave where such illness is supported by a medical certificate.

21.09 Two (2) regularly scheduled days off shall be given either immediately preceding or immediately following vacations unless otherwise mutually agreed between the Hospital and the employee.

ARTICLE 22 - HOLIDAYS

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

- (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.

22.02 If a holiday falls on an employee's scheduled day off, she shall be given an alternate day off within sixty (60) days. If the alternate day off is not given within sixty (60) days, payment shall be made at the overtime rate. By mutual agreement between the Hospital and the employee, the alternate day off may be scheduled at a later date.

22.03 Clause 22.01 does not apply to an employee who is absent on an approved leave without pay on both the working day immediately preceding and the working day immediately following the holiday.

22.04 Employees on approved leave of absence for Union Business in accordance with Article 25.01 and 25.02 shall be eligible for holiday pay.

22.05 (a) Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Where an employee receives either Christmas or New Year's Day off, one of the holidays listed in 22.01, or a regularly scheduled day off, shall be scheduled so that the employee shall receive three (3) consecutive days off without loss of pay, which, in respect to Christmas, shall be December 24, 25 and 26, and in respect to New Year's, shall be either December 30, 31 and January 1, or December 31, January 1 and 2.

(b) Where an employee receives both Christmas and New Year's Day off and where operational requirements permit, the employee may elect to use accumulated time to take December 24 or December 27 off.

22.06 Compensation for full-time and part-time employees working on one (1) of the official holidays as listed in

(a) Any work performed on a holiday, excluding December 25 and January 1, shall be compensated, at the discretion of the employee, either by:

- (i) one and one-half (1½) times the employee's hourly rate and the holiday rescheduled, or
- (ii) the employee's hourly rate for the hours worked on the holiday plus one half (½) the number of hours worked on the holiday to be taken as time off at a later date, and the holiday rescheduled.

(b) Any work performed on December 25 and/or January 1, shall be compensated, at the discretion of the employee, either by:

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

(c) Any work performed on a holiday without forty-eight (48) hours notice, excluding December 25 or January 1, shall be compensated, at the discretion of the employee, either by:

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

(d) Any work performed on December 25 or January 1 without forty-eight (48) hours notice, shall be compensated at the discretion of the employee, either by:

- (i) two and one-half (2½) times the employee's hourly rate and the holiday rescheduled, or
- (ii) the employee's hourly rate for the hours worked on the holiday plus one and one-half times (1½) the number of hours worked on the holiday to be taken as time off at a later date, and the holiday rescheduled.

(e) Where the employee has chosen time off and the hospital is unable to give her the time off requested within the time period established by the hospital, which shall not be less than sixty (60) days, she shall receive pay for the banked hours at the employee's hourly rate.

22.07 Compensation for temporary full-time and temporary part-time employees working on one of the official holidays as listed in 22.01:

(a) Any work performed on the holiday, excluding December 25 and January 1, shall be compensated by one and one-half (1½) times the employee's hourly rate.

(b) Any work performed on December 25 and/or January 1, shall be compensated by two (2) times the employee's hourly rate.

(c) Any work performed on a holiday without forty-eight (48) hours notice, shall be compensated, by two (2) times the employee's hourly rate.

22.08 (a) Compensation for, part-time and temporary part-time employees working on a casual basis, and casual employees working on any of the official holidays as listed in 22.01, excluding December 25 and January 1st, shall be one and one-half (1½) times the employee's hourly rate.

(b) Compensation for, part-time and temporary part-time employees working on a casual basis, and casual employees working on December 25 and/or January 1st shall be, two (2) times the employee's hourly rate.

22.09 A full-time or part-time employee who works on her scheduled holiday, other than one (1) of the official holidays as listed in 22.01, shall receive her paid holiday and, in addition shall be compensated at the discretion of the employee either by:

- (i) one and one-half (1½) times the employee's hourly rate for all hours worked; or
- (ii) time and one-half (1½) the number of hours worked to be taken as time off at a later date.

22.10 If an employee is scheduled to work and does not work on a holiday she shall be paid her hourly rate and such day will be treated as the holiday and not be rescheduled.

22.11 The overtime rate shall be paid for the shifts where one-half (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the holiday. In such cases the overtime rate shall be paid for the total hours worked.

22.12 Holidays scheduled on the celebrated day shall be rotated as evenly as possible among the nurses within a unit.

22.13 No employee shall receive both overtime, in accordance with Article 20, and Holiday compensation, in accordance with Article 22 for the same hours worked on a holiday.

ARTICLE 23 - SICK LEAVE

23.01 (a) Each full-time and part-time employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) working days.

(b) Full-time employees who have accumulated sick leave credits and transfer to part-time shall have such credits banked for their use upon their return to full-time status.

(c) A full-time employee who has accumulated a sick leave bank and who transfers to pro-rata part-time status shall be entitled to access eighteen (18) days of her sick leave credits, or to an amount from her bank directly proportionate to her pro-rata status, whichever is greater, to be used as a part-time employee pursuant to Article 23.06. The remaining credits will remain in the sick leave bank identified in 23.01 (b).

23.02 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 with pay; and

(d) days on which the employee is absent from work while receiving Workers' Compensation Benefits. Sick leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per Article 23.01.

23.03 An employee appointed before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month.

23.04 An employee appointed after the fifteenth (15th) of the month shall be eligible to accumulate sick leave credits from the first (1st) day of the following month.

23.05 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 32 exceeds eleven (11) working days in any one (1) 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.

23.06 An employee shall be granted sick leave with pay when she is unable to perform her duties because of illness or injury provided that:

(a) such absences are reported as soon as possible to the supervisor or department head;

(b) she satisfies the Employer of this condition; and

(c) she has the necessary sick leave credits.

23.07 The Employer may request a medical certificate. If the Employer requests a medical certificate, such request shall be made during the employee's illness. When the Employer believes that an employee is abusing her sick leave privileges the employee may be notified in advance in writing on an individual basis that such a certificate will be required.

23.08 An employee shall not be granted sick leave with pay during any period in which she is on leave of absence without pay, or under suspension.

23.09 When an employee is advanced sick leave under Article 40.04 (a) and injury on duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

23.10 Abuse of sick leave will result in disciplinary action up to and including discharge.

23.11 Sick leave shall be granted for medical diagnostic procedures or minor surgical procedures done on an out-patient basis.

23.12 When a celebrated holiday as defined in Article 22 falls during the period while an employee is on paid sick leave, no deduction from the accumulated sick leave total shall be made for that day. An employee who calls in sick on a celebrated holiday when she is scheduled to work shall be considered to have her holiday on that day. Any lieu day scheduled shall be cancelled.

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

23.14 Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours in accordance with clause 23.13. The employee shall notify the Hospital of the time of the appointment as soon as the appointment is confirmed. Where possible such notice shall be given seventy-two (72) hours prior to the appointment.

23.15 (a) An employee who has been employed for a period of two (2) years or greater, and who has used her accumulated sick leave credits shall be granted upon request a fifteen (15) day block of advanced sick leave credits. The fifteen (15) day block of sick leave credits granted shall be paid back at the rate of one-half (½) day per month of credits earned upon return to employment. This benefit applies to part-time employees on a pro-rata basis.

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

(c) An employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave granted which has not been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time she ceased to be an employee.

(d) The parties agree that failure to comply with Article 23.15 (c) above will entitle the Employer to withhold any wages or other monetary benefits, including retirement allowance, in an amount sufficient to reimburse the Employer the amount owing.

23.16 Employees will be advised of their accumulated sick leave credits on an annual basis.

23.17 Sick leave is not applicable to casual shifts which part-time employees have agreed to work.

ARTICLE 24 - ALCOHOL AND DRUG RELATED ILLNESSES

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

24.02 If the employee is required to attend meetings with the Employer regarding her health problems, she may if she so requests, be accompanied by a Union representative.

24.03 The parties agree to encourage the Hospitals and Locals of the Union to develop an Employee's Assistance Program in their workplace.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 (a) Leave of absence, subject to Article 25.02, shall be granted to employees to attend Executive and Negotiation Committee meetings.

(b) Leave of absence, subject to Article 25.02, may be granted for other Union business. The number of employees from any one (1) department entitled to take leave at one time shall be at the discretion of the Hospital. Except in case of emergency, such leave should be requested at least two (2) weeks in advance of the date of the meeting. Such leave shall not be unreasonably requested nor withheld.

(c) Leave of absence without pay for up to two (2) years shall be granted to a member of the New Brunswick Nurses' Union elected or appointed to a full-time position with the Provincial Union or any labour organization with which the Provincial Union is affiliated. Such leave may be extended for a further two (2) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject to the following conditions:

- (i) at least sixty (60) days' notice of intention to return to work shall be given to the Employer;
- (ii) if the employee returns to work within two (2) years plus one (1) day of the granting of the leave of absence, then the employee shall be returned to her previously held position; if the employee returns to work following an absence of greater than two (2) years plus one (1) day, the employee shall be returned to her same employment status and same classification in her former unit, if available. If a position is not available in her former unit, she shall be placed in a comparable position in the same facility. The first available vacancy in her former unit in her same classification and same employment status will be awarded to her without the necessity of posting;
- (iii) any period of orientation required will be paid by the Hospital and the Union will reimburse the Hospital;
- (iv) during the period of the leave the employee may, if permissible under the relevant plan, continue her contributions, and, as well, pay those of the Employer;
- (v) the employee's seniority shall continue to accrue;
- (vi) Article 25.02 is not applicable.

25.02 The Hospital shall maintain the full salary and benefits of the employee during the leave of absence for Union business. The Union shall reimburse the Hospital upon receipt of the invoice.

25.03 When an employee has been granted leave of absence without pay, except under Article 25.01, her seniority is retained but not accumulated and her anniversary date is advanced accordingly.

25.04 When an employee has used up her accumulated sick leave, leave of absence without pay for a period not to exceed six (6) months shall be granted. A further period of leave of absence without pay may be granted. The Employer may require documentation specified in Article 23.07. The employee shall be returned to the previous held position. If the position is affected by a workforce adjustment, the employee will be notified and provided with an opportunity to exercise her options under Article 34 unless otherwise agreed by the parties.

25.05 Bereavement Leave

(a) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's spouse (including common-law), child, parent, person acting in loco parentis without loss of pay up to a maximum of seven (7) consecutive calendar days, commencing with the notification of the death. If the employee has reported to duty, the bereavement leave will commence on the next day.

(b) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's brother, sister or grandchild without loss of pay up to a maximum of five (5) consecutive calendar days, commencing with the notification of the death. If the employee has reported to duty, the bereavement leave will commence on the next day.

(c) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law or relative living in the household, without loss of pay, up to a maximum of three (3) consecutive calendar days commencing with the notification of the death. If the employee has reported to duty, the bereavement leave will commence on the next day.

(d) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or spouse's grandparent, without loss of pay for a maximum of one calendar day to attend the funeral.

(e) Bereavement leave is not available to casual employees.

(f) Bereavement leave is not applicable to casual shifts which part-time employees have agreed to work.

(g) In the event of the death of a person listed in sub-paragraph (a) or (b) during an employee's vacation, the employee shall be granted bereavement leave in accordance with sub-paragraph (a) or (b), and shall have her vacation days rescheduled at a later date.

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

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

25.06 Disciplinary action may be taken for failure to report to work upon termination of leave of absence.

25.07 (a) The employee shall have the right to apply for a leave of absence with pay of up to three (3) days per year in cases of emergency as defined in Article 3.04, and/or family responsibility requiring the employee's immediate attention. Such leave will not be unreasonably withheld. "Family responsibility" means situations of a non-emergency nature which have a quality of seriousness requiring the employee's direct attention. Such leave will not be unreasonably withheld. This leave is available to casual employees for previously scheduled shifts.

(b) For employees who are not normally replaced and are granted emergency and/or family responsibility leave, the deduction for leave of one-half (½) of a scheduled shift or less shall be one-half (½) of a shift instead of one (1) full shift.

(c) The Hospital may grant leaves of absences with or without pay, and without loss of seniority, in cases of emergency, family responsibility or for any good and sufficient cause. Such leave will not be unreasonably requested nor withheld.

25.08 Employees selected to represent the Local at meetings of the Professional Practice Committee, and employees attending meetings called by the Hospital shall not suffer loss of pay.

25.09 Any employee, who having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity at a mutually agreed time to replace that portion of the shift for which the employee was prevented from reporting for duty, by working at the end of her regular shift on that day, by use of accumulated statutory holiday,

overtime or vacation, or by working on one (1) of her regular days off or statutory holidays, if staffing patterns permit. This benefit does not apply to casual employees.

25.10 (a) When an employee is summoned for jury duty, or subpoenaed at the request of the Hospital as a witness before the NANB or an Adjudication Hearing or subpoenaed as a witness before any judicial tribunal in connection with her Hospital duties, she shall be paid by the Hospital the difference between her regular hourly salary rate for the number of hours she otherwise would have been scheduled to work and the daily jury duty or witness fee paid. This benefit does not apply to casual employees except when called as a witness by the hospital.

- (b) If an employee is subpoenaed as a witness in connection with her hospital duties on her,
 - (i) day off
 - (ii) vacation
 - (iii) holiday

the employee will be compensated at the regular daily rate and shall have her day off, vacation or holiday rescheduled by the Hospital. Such compensation shall not affect her normal rate of pay or benefits for other hours worked such as the payment of overtime. Any witness fee paid to the employee shall be returned to the Hospital.

(c) When an employee is subpoenaed or requested by the Union to testify at an Adjudication Hearing or any NANB proceeding, the Union shall reimburse the Hospital, which has maintained the full salary and benefits of the employee in accordance with Article 25.02 during such absence, upon receipt of a Hospital invoice.

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

25.12 Secondment

Prior to an employee being seconded to a position outside of the bargaining unit, the Employer and the Union (and if applicable, the Union of the host bargaining unit), shall enter into a Letter of Agreement detailing the terms and conditions of employment of the seconded employee for the period of the secondment. These terms and conditions of employment shall include but are not limited to: length of secondment, hours of work, rate of pay, overtime and other premiums, union dues, seniority and grievance/adjudication process.

ARTICLE 26 - EDUCATIONAL ASSISTANCE

26.01 The Hospital recognizes the desirability of encouraging education and shall grant leaves of absence for such purposes, as approved by the appropriate authority designated by the Hospital. Such approval shall not be unreasonably denied.

26.02 Employees recommended by the Local and authorized by the Hospital to attend Professional Meetings and Workshops shall be granted leave of absence without loss of pay, unless otherwise mutually agreed between the Hospital and the Union.

26.03 (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in the respective fields.

(b) An employee may apply at any time for professional development under this clause setting out the nature of the proposed program of work and the location and duration of the proposed program of work along with such other information as may be requested by the Committee.

(c) There shall be a Committee representative of the administration of the Educational Assistance funds for the Nurses, Part III and Nurse Managers and Nurse Supervisors Bargaining Units.

This Committee shall be comprised of five (5) representatives for the Union and five (5) representatives nominated by the Employer.

26.04 A sum of \$500,000.00 per fiscal year will be the budgeted allocation of funds to be administered through the Joint Committee identified in clause 26.03 (c) for the Nurses, Part III and Nurse Managers and Nurse Supervisors Bargaining Units.

These funds are not to be used to substitute for or subsidize existing programs.

ARTICLE 27 - MATERNITY LEAVE

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

(b) All part-time employees paid pursuant to Appendix "A" or Appendix "B" shall be entitled to use accumulated sick leave credits as prescribed above on a pro-rated basis.

27.02 No later than the 5th month of pregnancy an employee shall forward to the Hospital a written request for maternity leave. This leave shall commence prior to the anticipated date of delivery but not later than the date of delivery.

27.03 Where an employee submits a medical certificate to the facility stating that her health so requires, sick leave in accordance with the provisions of Article 23 shall be granted prior to commencement of the employee's requested maternity leave under Article 27.02.

27.04 Subject to Article 7.03 the Hospital may direct an employee who is pregnant to proceed on maternity leave at any time, where, in its opinion, the interest of the institution so requires.

27.05 (a) (i) The total number of weeks an employee is eligible for maternity leave may be shortened, at the discretion of the employee. Requests to shorten leave shall be presented within twenty-one (21) days following the date of delivery.

(ii) An employee may request leave without pay following completion of her maternity leave. Requests for such leave shall be presented at least four (4) weeks prior to the expiry of maternity leave. Only in exceptional circumstances, which have been identified to the employee, may such requests be denied.

(iii) If an employee wishes to return to work upon completion of her normal maternity leave, she shall notify the Employer twenty-one (21) days following the date of delivery.

(b) An employee returning to work from maternity leave shall be reinstated to her previously held position. Casual employees who are unavailable for work due to maternity leave will advise the Hospital when they become available for casual work.

27.06 During the seventeen (17) weeks of the maternity leave, the employee may continue participation in the benefit plans provided through Articles 49 and 51 of the Collective Agreement. When the employee requests to continue contributions to the benefit plans, the Employer shall also continue the required contributions to the benefit plans during the period of the maternity leave, provided the employee submits postdated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

27.07 On the occasion of the birth of a child by an employee's spouse (including common-law) a nurse shall be granted on request special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the occasion of the birth of the child. This leave shall be deducted from the employee's accumulated sick leave.

27.08 Supplementary Unemployment Benefit Plan

(a) An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

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

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

(d) An applicant under 27.08 (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

27.09 Child Care Leave

(a) Upon notification, at the earliest opportunity, by the employee:

- (i) who is the natural parent of a newborn or unborn child; or
- (ii) who is adopting or has adopted a child,

the Employer shall grant the employee a leave of absence without pay for thirty-five (35) consecutive weeks, or such shorter period as the employee indicates, so as to enable the employee to care for the child.

(b) A leave of absence granted under Article 27.09 (a) shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and end no later than fifty-two (52) weeks after that date. The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the Employer and employee agree otherwise. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.

(c) An employee returning to work from child care leave shall be reinstated to her previously held position. Casual employees who are unavailable for work due to child care leave will advise the Hospital when they become available for casual work.

(d) While on Child Care Leave, the employee may, if permissible under the relevant plan, continue contributions, including that of the Employer, for benefits provided through Articles 49 and 51 of the Collective Agreement, during the period of such leave.

(e) If both adopting parents are nurses, the parent other than the parent requesting a leave under Article 27.09 (a) shall be granted upon request two (2) days leave with pay. This leave shall be deducted from the employee's accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional four (4) days without pay.

(f) An employee may request leave without pay, following completion of her Child Care Leave. Request for such leave shall be presented at least four (4) weeks prior to the expiry of Child Care Leave as defined in clause 27.09 (a). Only in exceptional circumstances, which have been identified to the employee, may such request be denied.

27.10 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed fifty-two (52) weeks.

ARTICLE 28 - SALARY ADMINISTRATION

28.01 (a) The salaries for employees covered by this Agreement are set forth in Appendix "A" and Appendix "B" of this Agreement.

(b) The hourly rates in Appendix "A" or Appendix "B" will be utilized for the purposes of calculating salary to be paid.

(c) Retention Premium – The Employer shall provide to employees in the bargaining unit who present confirmation of twenty-five (25) years of active registration as a Registered Nurse, an adjustment of three percent (3.00%) on the employee's regular rate of pay as of the next pay period, in accordance with the Letter of Intent Re: Retention Premium.

28.02 (a) A full-time employee shall be entitled to an incremental adjustment as shown in Appendix "A" and Appendix "B" upon completion of each 1957.5 regular paid hours or multiples thereof.

(b) For the purpose of this clause "regular paid hours" includes:

(i) all hours paid at the regular rate of pay in accordance with Appendix "A" or Appendix "B" including regularly scheduled hours worked on a celebrated holiday;

(ii) if a part-time or casual employee transfers to full-time any hours accumulated as a part-time or casual employee in accordance with clause 4.03 at time of transfer; and

(iii) all hours reimbursed by the Union in accordance with clause 25.01(a) and (b).

For the purpose of this clause "regular paid hours" excludes:

(i) overtime

(ii) time absent while on Workers' Compensation.

28.03 (a) In the case of promotion the salary to be paid to the employee shall be at least five percent (5%) higher than the position from which she was promoted but will not exceed the maximum salary rate of the new position. This does not apply to casual employees.

(b) Designated In Charge Pay – Registered Nurse Class A

An employee designated on any particular unit of the Hospital as being "in charge" will receive an allowance of sixty cents (\$0.60) for each hour worked.

With respect to the day shifts, Monday to Friday, the designated employee must be "in charge" for the complete shift.

This premium will not be applicable in situations where an employee has been temporarily assigned to a higher classification in accordance with Article 31.

28.04 (a) Shift Premium

The shift differential for the evening shift shall be one dollar and seventy-five cents (\$1.75) per hour.

The shift differential for the night shift shall be two dollars and twenty-five cents (\$2.25) per hour.

(b) Weekend Premium

A Weekend premium shall be paid for all hours worked on any shift where the majority of the hours on that shift fall between 1900 hours Friday to 0700 hours Monday shall be two dollars and fifty cents (\$2.50) per hour.

28.05 Assignment of Salaries

Except in cases which have received prior approval of the Hospital, no employee shall make any assignment of her pay to any third Party.

28.06 (a) Employees who transfer their status from full-time to part-time shall maintain the same step in the salary range which they were paid when employed on a full-time basis.

(b) Employees who transfer their status from part-time to full-time shall maintain the same step in the salary range which they were paid when employed on a part-time basis.

28.07 The salary scale applicable to a Registered Nurse (R.N.) shall be paid by the Hospital from the date of first employment or from the date shown on the certificate of Registration of the Graduate Nurse, whichever is later.

28.08 If a new classification comes within the scope of the Bargaining Unit, wage rates shall be negotiated between the Parties hereto but all other conditions and terms of this Agreement shall apply.

28.09 All employees commencing work shall have their relevant work experience allowed in determining their level in the salary scale.

28.10 A Graduate Nurse shall be placed on Step A of the Registered Nurse Class A pay scale and upon becoming a Registered Nurse shall be moved to Step B.

28.11 The New Brunswick Travel Policy (AD-2801, TRAVEL ALLOWANCES AND OTHER EXPENSES: TRAVEL POLICY), as amended, from time to time shall apply to the employees in the Bargaining Unit.

ARTICLE 29 - PAYROLL PERIOD

29.01 The Employer will maintain a bi-weekly leveled pay period. The level pay shall be reconciled within a time period established by the Hospital.

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

29.03 Direct Deposit

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

29.04 The Employer will make available the pay stubs, of employees assigned to the night shift as they come off duty.

29.05 Pay stubs will be available not later than from 0900 to 1600 hours on pay day.

29.06 If an error in excess of one hundred (\$100.00) dollars net pay occurs in an employee's pay, it will be rectified by the Hospital within two (2) business days following the request if the error was made by the Hospital.

ARTICLE 30 - VACANCIES, POSTINGS, PROMOTIONS AND TRANSFERS

30.01 (a) When any vacancy occurs or a new position is created within the Nurses, Part III bargaining unit or the Nurse Managers and Nurse Supervisors bargaining unit, the Hospital shall, within seven (7) calendar days post a notice of the position on the Employer's Intranet site in all facilities in the Hospital for a minimum of fourteen (14) calendar days. A copy of the notice shall be sent to each local in the facility where the vacancy exists and to one (1) person for each bargaining unit, as designated by the Union.

(b) The Employer will make every reasonable effort to make the appointment to a vacant or newly created position within thirty (30) calendar days of completing the timelines set out in (a).

(c) Within seven (7) calendar days of the date of the appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the Employer's Intranet Site in each of the facilities for a minimum of fourteen (14) calendar days. The individuals designated in 30.01(a) to receive such notice shall be provided with the name of successful applicants or notified if no candidate is appointed.

(d) The Employer will make every reasonable effort to move an employee who accepts a position in accordance with Article 30 within six (6) weeks of posting the name of the successful applicant.

30.02 The notice of posting referred to in Article 30.01 shall contain the following information:

- (i) duties and location of the position;
- (ii) nursing qualifications, nursing skills and other relevant skills required;
- (iii) hours of work;
- (iv) salary; and
- (v) anticipated commencement date.

The job requirements as determined by Management must be relevant to the position. A job description will be available upon request.

30.03 (a) Vacancies and new positions in Registered Nurse Class A shall be filled on the basis of seniority in the bargaining units within the Hospital concerned provided the senior applicant possesses the nursing qualifications, nursing skills and other relevant skills required to perform the job.

(b) Vacancies and new positions including promotions in Registered Nurse Classes B, C, D shall be filled on the basis of nursing qualifications, nursing skills and other relevant skills required to perform the job. When nursing qualifications, nursing skills and other relevant skills are relatively equal amongst two (2) or more applicants, the position shall be filled on the basis of seniority in the bargaining units within the Hospital concerned provided the successful applicant possesses the nursing qualifications, nursing skills and other relevant skills required to perform the job.

(c) An employee must have at least twelve (12) calendar months employment in her present position in order to be able to apply for a position in the same classification unless the application involves a change in the employment status in her unit or unless otherwise mutually agreed.

30.04 The successful applicant shall be placed on a trial period in the new position for three (3) calendar months.

30.05 (a) If, in the opinion of the Hospital, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee requests to return to her former position within eight (8) weeks of transferring to the new position, she shall be returned to her former position without loss of seniority and at the salary of her former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority.

(b) If any of the following occur within four (4) months of posting the name of the successful applicant, the Hospital shall fill the vacancy from the original list of applicants who applied for the position:

- (i) the nurse vacates the new position before assuming the duties of the new position;
- (ii) the nurse assumes the duties of the new position but does not complete the trial period; or
- (iii) the nurse chooses to return to her former position.

Otherwise the employer shall repost the position.

30.06 For the purpose of this Article, employees shall include employees from the Nurses, Part III bargaining unit and the Nurse Managers and Nurse Supervisors bargaining unit.

ARTICLE 31 - TEMPORARY ASSIGNMENT

31.01 (a) Temporary assignments shall be filled according to seniority in accordance with 31.02 (a), (b) and (c) provided the senior employee possesses the nursing qualifications and nursing skills. Required changes to the employee's work schedule will not constitute overtime.

(b) An employee in a temporary assignment shall complete the temporary assignment and shall return to her former position for a minimum of twelve (12) months before applying for another temporary assignment in the same classification unless the application involves a change in the employment status in her unit or otherwise mutually agreed.

(c) The Employer will make every reasonable effort to have an employee who accepts a temporary assignment in accordance with Article 31 moved to her new assignment within six (6) weeks of posting the name of the successful applicant.

31.02 (a) When a temporary assignment in Registered Nurse Classes B, C, D occurs in a nursing unit, the senior employee with the skills, ability and experience within the nursing unit shall at the time of the offer have the right to accept or refuse the temporary assignment. If no qualified employee within the nursing unit accepts the temporary assignment and it is thought to be for a period of less than six (6) months the Hospital shall then have the right to make the appointment. If no qualified employee within the nursing unit accepts the temporary assignment and it is known in advance to be for a period in excess of six (6) months, the temporary assignment shall then be filled in accordance with Article 30.01 and 30.03.

(b) When a temporary assignment occurs in Registered Nurse Classes B, C, D and is not specific to a nursing unit and it is thought to be for a period of less than six (6) months, the Hospital shall have the right to make the appointment. If no qualified employee within the facility accepts the temporary assignment, and it is known in advance to be for a period in excess of six (6) months, the temporary assignment shall then be filled in accordance with Article 30.01 and 30.03.

(c) When a temporary assignment occurs within Registered Nurse Class A and is known in advance to be for a period in excess of six (6) months, it shall be filled in accordance with Article 30.01 and 30.03. If the assignment is for a period of six (6) months or less, the Hospital shall then have the right to make the appointment.

(d) For temporary assignments of less than one (1) year, vacancies resulting from the initial posting under this article are not required to be posted.

31.03 (a) Every employee assigned to a position of higher classification shall be eligible for extra pay in accordance with Article 31.03 (b) and such shall apply to all eligible employees who assume all or substantially all the responsibility of the higher rated position in excess of two (2) consecutive working days in the higher rated position; such pay to be retroactive to the first (1st) day of assignment.

(b) An employee temporarily performing the duties of a higher classification shall be paid in accordance with Article 28.03.

31.04 Notwithstanding Article 31.02, maternity leaves, regardless of length, shall be posted and filled in accordance with Article 30.01, 30.02 and 30.03. Vacancies resulting from the initial posting are not required to be posted.

31.05 All temporary assignments which require posting, shall be posted on a facility basis, except where the position is not facility specific, in which case it shall be posted on regional basis.

31.06 For the purpose of this Article, employees shall include employees from the Nurse Managers and Nurse Supervisors bargaining unit and the Nurses, Part III bargaining unit.

ARTICLE 32 - SUSPENSION AND DISCHARGE

32.01 No employee who has completed her probationary period shall be suspended without pay or discharged except for just cause. At the request of the employee a Local representative may be in attendance when such matters of suspension or discharge are being discussed with the employee.

32.02 Where an employee is suspended without pay or discharged, the Hospital shall notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.

32.03 The employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware six (6) calendar days, excluding Saturdays, Sundays and holidays, prior to the time of said hearing.

32.04 A record of disciplinary action, including a written reprimand or a confirmation of an oral reprimand, shall be removed from the file of an employee after the expiration of a period of eighteen (18) months (not including unpaid leave) after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period. After removal, such record of disciplinary action shall not be introduced in adjudication.

32.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 32.01 that employee shall be immediately reinstated in her former position without loss of seniority or any other benefit which would have accrued to her if she had not been suspended or discharged. One of the benefits which she shall not lose is her regular pay during the period of suspension or discharge which shall be paid to her at the end of the next complete pay period following her reinstatement.

32.06 Upon request an employee shall be given an opportunity to read and make a copy of any document in her personal file relating to any disciplinary notation or action taken against her.

32.07 With the exception of Article 32.04 and Article 32.06, this Article does not apply to casual employees.

ARTICLE 33 - WORKFORCE ADJUSTMENT

33.01 (a) The parties agree that if workforce adjustments are necessary they will work co-operatively to endeavour to avoid layoffs, and to minimize disruptions to the employees affected. This will be done within the fiscal framework available to the Hospital and in accordance with the terms of the Collective Agreement, in particular; Article 30 - Vacancies, Postings, Promotions and Transfers, Article 34 - Layoff and Displacement/Recall.

(b) Where workforce adjustments due to a shortage of work, are identified by a Regional Health Authority, a Joint Workforce Adjustment Committee shall be established in order to discuss the implementation of the workforce adjustments in a manner consistent with Article 33.01(a). This Workforce Adjustment Committee shall be advisory in nature.

(c) The Joint Workforce Adjustment Committee shall consist of representatives of the Regional Health Authority and the local(s) representing employees within the facility(ies) directly affected within the Regional Health Authority.

ARTICLE 34 - LAYOFF AND DISPLACEMENT/RECALL

34.01 Subject to the right of the Hospital to retain employees with the necessary nursing skills and nursing qualifications for the safe operation of the Hospital, layoffs shall be in reverse order of seniority. Lack of certain nursing skills or nursing qualifications that can be acquired within five (5) days will not preclude an individual's right to exercise her seniority in this Article.

34.02 To avoid a layoff, a full-time employee may agree to the reduction of her position to part-time with the mutual agreement of the Union and the Hospital.

34.03 (a) An employee who is affected by a work shortage in her facility shall be given a written notice of displacement and her options will be discussed with her. The employee shall then have forty-eight (48) hours, exclusive of weekends and holidays, to identify her preferred option(s) under this Article.

(b) Any displacement under this Article is conditional upon the displacing employee having greater seniority than the displaced employee.

(c) In all cases, reference to the least senior employee shall mean:

(i) the least senior employee for which the displacing employee has the necessary nursing skills and nursing qualifications.

- (ii) in the case of a full-time displacing employee, at her option, either the least senior full-time employee or the least senior part-time employee.
- (iii) in the case of a part-time displacing employee, the least senior part-time employee.

34.04 In exercising options under this Article;

- (i) a full-time employee may displace a full-time or a part-time employee.
- (ii) a part-time employee may only displace a part-time employee.

34.05 (a) An employee in Registered Nurse Classes B, C, D who is affected by a work shortage within her facility shall, subject to clause 34.01, be entitled to:

- (i) displace the least senior employee in the same classification within the facility,
- (ii) the displaced least senior employee may displace the least senior employee in the same classification in the Regional Health Authority, or either employee may:
- (iii) displace the least senior employee in a lower classification in any unit she chooses within the facility,
- (iv) agree to layoff.

(b) An employee in Registered Nurse Classes B, C, D whose position is not facility specific who is affected by a work shortage in the Region shall, subject to clause 34.01, be entitled to:

- (i) displace the least senior employee in the same classification in the Regional Health Authority, or
- (ii) displace the least senior employee in a lower classification at a facility of her choice, or
- (iii) agree to layoff.

34.06 (a) An employee in Registered Nurse Class A affected by a work shortage within her facility shall, subject to clause 34.01, be entitled to:

- (i) displace the least senior employee within the same classification in the unit of her choice within the facility, or
- (ii) agree to layoff.

(b) An employee in Registered Nurse Class A whose position is not facility specific who is affected by a work shortage in the Region shall, subject to clause 34.01, be entitled to:

- (i) displace the least senior employee within the same classification in the unit of her choice within her home-base facility, or
- (ii) agree to layoff.

34.07 The least senior employee displaced within the facility is entitled to:

- (i) displace the least senior employee in the same or lower classifications in the Regional Health Authority, or
- (ii) agree to layoff.

34.08 Except in cases of emergency, layoffs due to lack of work will only take place after the employees affected and the Local have been given a minimum of thirty (30) days' notice and the parties shall meet at the request of either party to discuss the impending layoff.

34.09 Employees shall exercise their options under this Article within forty-eight (48) hours of notice of layoff excluding weekends and holidays.

34.10 Employees who are laid off under this Article shall retain their portability rights as per Article 43 for a period of twelve (12) months in the Hospital(s) in which she has made application for employment within thirty (30) days of the layoff.

34.11 The seniority hours as of the date of notice of layoff shall apply for layoff and recall.

34.12 In the event of recall employees shall be recalled in order of seniority to the first available position for which they have the necessary nursing skills and nursing qualifications, to provide the required nursing care for the safe operation of the Hospital. Lack of certain nursing skills or nursing qualifications that can be acquired within five (5) days of recall will not preclude an individual's right to exercise her seniority in this Article.

34.13 An employee shall be recalled to her own facility or any other facility which she has designated in writing at the time of a layoff.

34.14 (a) The employee's decline of recall to a facility other than her own will not result in a loss of recall rights to her own facility although it will result in the removal of that facility option from her choices.

(b) After three (3) recall declines to facilities other than the one from which she was laid off, options for recall to facilities, other than her own, will not be available.

(c) Refusal by a full-time employee to accept recall to a part-time position shall not result in loss of recall rights.

34.15 (a) An employee shall have forty-eight (48) hours, exclusive of weekends and holidays to indicate, in writing, whether she accepts or declines the recall offer.

(b) An employee who accepts a recall shall return to the service of the facility within two (2) weeks of notice of recall or forfeit all recall rights. Acceptance of recall removes the employee from the recall list, subject to 34.16(a). Failure to report for legitimate reasons, i.e. sickness, maternity, etc., will not result in a forfeiture of the recall position.

34.16 (a) A full-time employee may be recalled to a full-time or part-time position. If recalled to a part-time position, the former full-time employee shall retain her recall rights to a full-time position either within the facility to which she was recalled for part-time or within the facility from which she was laid off, but not to exceed the original eighteen (18) month recall period.

(b) A part-time employee may be recalled to a part-time or full-time position. If recalled to a full-time position, the former part-time employee shall retain her recall rights to a part-time position either within the facility to which she was recalled for full-time or within the facility from which she was laid off, but not to exceed the original eighteen (18) month recall period.

(c) The employee will not be recalled to a higher classification.

34.17 (a) Notwithstanding Article 4.09, all casual work in a facility shall be offered initially on the basis of seniority to nurses on the recall list from that facility, provided that:

(i) she has indicated her availability, in writing, for casual work,

(ii) she has the nursing qualifications and nursing skills for the available work,

- (iii) the offer does not constitute additional costs to the Hospital or invoke an overtime situation as per Article 20, and
 - (iv) preference for casual work shall not exceed the employee's previous scheduled hours, following which, the distribution of casual work shall be in accordance with Article 4.09.
- (b) A nurse on the recall list may refuse an assignment of casual work;
- (i) for reasons of illness provided she satisfies the employer of her condition,
 - (ii) for reasons of emergency provided she satisfies the employer of her need,
 - (iii) if she has already worked three (3) shifts in a one (1) week period.

34.18 Acceptance or refusal of casual or temporary work shall not increase the period of recall nor interfere with the recall rights of the employee.

34.19 A layoff will be a termination of employment and recall rights will lapse at the first occurrence of:

- (a) refusal of recall to the facility from which she was laid off.
- (b) expiration of eighteen (18) consecutive months from the date of layoff.

34.20 This Article shall apply to full-time and part-time employees only.

34.21 For the purpose of this Article, employees shall include employees from the Nurses, Part III bargaining unit and the Nurse Managers and Nurse Supervisors bargaining unit.

34.22 This Article shall also apply to employees on leave with or without pay.

34.23 An employee who has not been recalled to a full-time or part-time position at the conclusion of the recall period, may apply in writing to continue to work on a casual basis and, if accepted by the Hospital, shall retain seniority accumulated from casual employment during the recall period.

ARTICLE 35 - TERMINATION OF EMPLOYMENT

35.01 All full-time, part-time and temporary employees shall give the Hospital as much notice as possible with a minimum of four (4) calendar weeks' written notice of intention to resign. Failure of the employee to give notice or failure to work any scheduled work day during the term of notice will result in forfeiture of one (1) day's pay for each day not worked from monies owing to the employee. The application of this Article will be waived for any reason deemed justifiable by the Hospital.

35.02 The Hospital shall give written notice to employees of termination of employment in accordance with the time stated in Article 35.01 except where termination is for cause.

35.03 Failure of the Hospital to give notice as required in Article 35.01 shall result in the employee receiving pay for each day that she was not allowed to work.

35.04 In cases of emergency, the time limits specified in clause 35.01 may be varied.

ARTICLE 36 - RETIREMENT

36.01 The normal retirement age shall be sixty-five (65) years of age.

36.02 If an employee chooses she may retire at fifty-five (55) without loss of retirement benefits and shall receive pension benefits as defined in the Hospital Pension Plan in which she is enrolled.

ARTICLE 37 - RETIREMENT AND LAYOFF ALLOWANCE

37.01 Retirement Allowance

(a) When a full-time employee having continuous service of five (5) years or more, retires in accordance with Article 36, or due to disability, death or upon reaching the normal retirement age, or is laid off, the Hospital shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's rate of pay, such allowance to be pro-rated with respect to part-time employees. This Article has no application to temporary and casual employees.

(b) Part-time employees will be paid their retirement allowance at their current step in the wage schedule at the rates in Appendix "A" or Appendix "B"

(c) The eligible employee as per Article 37.01 (a) and (b) or the employee's estate shall be advised, without prejudice, within forty-five (45) days, of the amount of the retirement allowance owing and the date upon which payment can be expected.

(d) When an employee who has not voluntarily discontinued her retirement allowance early in accordance with 37.01 (e) below is laid off and is not recalled, the retirement allowance shall be paid in a lump sum eighteen (18) months after the date of layoff pursuant to this Article.

(e) Effective April 1, 2016, an employee having five (5) years of continuous service or more may voluntarily choose to discontinue her retirement allowance early at any point prior to her retirement and receive an immediate single lump sum payment of her allowance as follows:

- (i) The employee will notify the employer in writing of her decision to discontinue her retirement allowance early and confirm her selected effective date for the discontinuance;
- (ii) The single lump sum payment will be calculated based on the employee's full years of continuous service and rate of pay on the effective date the employee has selected but not exceeding one hundred and twenty-five (125) days' pay;
- (iii) An employee who has chosen to discontinue her retirement allowance early will not be eligible for any further retirement allowance at her retirement.
- (iv) The employee shall be advised, without prejudice, within forty-five (45) days, of the amount of the retirement allowance owing and the date upon which payment can be expected.
- (v) This Article has no application to temporary and casual employees.

37.02 Layoff allowance for employee's who chose early discontinuance of retirement allowance

When an employee having continuous service of five (5) years or more and who has chosen to discontinue her retirement allowance early is subsequently laid-off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay which when granted will be paid in a lump sum at the employee's regular rate of pay eighteen (18) months after the date of layoff, such allowance to be pro-rated for part-time employees. This Article has no application to temporary and casual employees.

37.03 When an employee has a permanent disability and requests to retire, or when the Hospital requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, a Board of Doctors whose decision shall be final and binding on the Parties to this Agreement shall be constituted as follows: one doctor appointed by the Union, one doctor appointed by the Hospital, and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability which prevents her from working, the said employee shall receive pay for any accumulative retirement leave she is entitled to under this Article. The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the *Workers' Compensation Act* or the *Canada Pension Act*, a further Board decision under this Article shall not be required.

ARTICLE 38 - SENIORITY

38.01 A seniority list of all employees covered by this Agreement showing the name, classification, date of hire and number of seniority hours in the bargaining unit within the Hospital shall be posted annually not later than February 1 in a place accessible to all employees so affected. A thirty (30) day protest period respecting revisions shall be allowed following such posting. A copy of the seniority list shall be given to the Union at the time of the posting, and after the thirty (30) day protest period with the revisions made. A copy of the revised seniority list shall be given to the Local and it shall be the Local's responsibility to ensure that it remains posted until the seniority list for the following year is posted. An employee can only accumulate a maximum of 1957.5 hours in any one (1) year.

Any review of an employee's seniority shall not go back more than thirty-six (36) months from the date of the request. Any resulting revisions to the seniority list shall only be utilized in consideration of current or subsequent decisions.

38.02 When an employee completes the probationary period, seniority shall accumulate from date of attaining employee status.

38.03 (a) When an employee has been granted leave of absence without pay the continuous service and seniority of such employee shall be retained but seniority and any benefits measured by length of service shall not accumulate during such leave of absence except as provided in Article 25.01.

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

(c) An employee who is granted Child Care Leave shall not lose her seniority and shall accumulate seniority up to a maximum of thirty-five (35) weeks on the basis of what her normal regular hours would have been.

38.04 Continuous service shall be broken and seniority shall be forfeited by an employee for the following reasons only:

(a) she voluntarily leaves the services of the Hospital or loses employee status;

(b) she is discharged for just cause;

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

(d) she is laid off for a period of eighteen (18) months or more.

38.05 A member of the bargaining unit who is requested to relieve in a non-bargaining unit management position for a period of less than twelve (12) months shall retain her seniority and continue to accumulate seniority while she is in such a position. Following a twelve (12) month period in such a position, the employee's seniority shall be retained but not accumulated.

ARTICLE 39 - SAFETY AND HEALTH

39.01 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. Both the Hospital and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health, including promoting an environment free from abuse and harassment.

39.02 The Employer shall provide any immunization or preventative measures which are medically necessary for the safety of the employee at work.

39.03 A Joint Health and Safety Committee shall be constituted in accordance with the *Occupational Health and Safety Act*.

Time spent by employees at meetings and in carrying out the function of the Committee shall be considered time worked. Furthermore, such committee shall:

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

39.04 Within 90 days of the signing of the collective agreement, the employer shall ensure a code of practice is established for those employees required to work alone in accordance with the *Occupational Health and Safety Act*.

ARTICLE 40 - INJURED ON DUTY

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

40.02 An employee who is injured on the job or suffers a recurrence of an injury on the job and who has her Workers' Compensation claim approved shall receive benefits pursuant to the *Workers' Compensation Act*. Notwithstanding Article 40.03, if the claim is not approved, a full-time or part-time employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 23.06.

40.03 (a) The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a Workers' Compensation claim, and/or who is receiving benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits except as provided in Article 40.04.

(b) Upon approval of the Workers' Compensation Claim, the employee will be credited with seniority for the required waiting period stipulated under the *Workers' Compensation Act*.

40.04 (a) The employee shall receive her regular bi-weekly pay until such time as her compensation payments begin provided that she agrees to assign the compensation payments equal to the same period of time and provided the employee has the necessary sick leave to her credit. The Employer will credit any sick leave days used for this purpose to the employee's accumulated sick leave upon approval of the Workers' Compensation claim.

(b) For the purposes of Article 40.04:

- (i) "Regular bi-weekly pay" means an amount equal to the level of compensation payable, for the pay period, to which the employee is entitled pursuant to the *Workers' Compensation Act*.
- (ii) Payment shall commence following the period of time stipulated under the *Workers' Compensation Act* during which compensation is not payable to a worker.

ARTICLE 41 – BULLETIN BOARDS

41.01 Union - A Union bulletin board shall be made available to the Union for the posting of their notices in each facility.

41.02 Management - The Hospital shall give adequate notice of meetings and lectures called by the Hospital for the Nursing Personnel and job vacancies on the Employer's intranet site.

41.03 All Hospital policies which affect the employees shall be written and made available to the employees. All changes in Hospital policies shall be written and posted on management's intranet site. The Union shall be provided with a copy of Hospital policies and copies of such changes when they are posted.

41.04 The Employer shall make every reasonable effort to provide Regional Health Authority employee-accessible computers with a hyperlink to the New Brunswick Nurses' Union Website.

ARTICLE 42 - PENSIONS

42.01 The Certain Bargaining Employees Shared Risk Pension Plan in effect on the date of signing of the Agreement, and as amended from time to time, shall continue to be in effect during the life of the Agreement, unless the parties agree otherwise.

ARTICLE 43 - PORTABILITY

43.01 (a) An employee who accepts employment in an Institution, Hospital, or Agency listed in Parts I or III, First Schedule of the *Public Service Labour Relations Act* within forty-five (45) days of her resignation date from another Institution, Hospital, or Agency listed in Parts I or III of such Act, shall retain the benefits listed in sub-section (d).

(b) If such employee accepts an offer to return to her former employer within forty-five (45) days of her resignation from said Employer, she shall retain the benefits listed in sub-section (d).

(c) The employee's pension shall also be transferred when an employee accepts employment in another hospital included in Part III.

(d) The following benefits shall be retained for employees who qualify under Article 43.01 (a) or (b);

- (i) unused accumulated sick leave credits (full-time employees and part-time employees as per clause 23.01(b));
- (ii) vacation rate entitlement shall be calculated giving consideration to the number of years of continuous service on the same basis as calculated by the previous Employer (full-time employees and part-time employees only);
- (iii) retirement allowance;
- (iv) service credits as applicable to increments within the salary scale;
- (v) accumulated seniority hours (full-time and part-time employees only).

43.02 An employee who accepts employment in a Hospital, Institution or Agency listed in Part III, First Schedule of the *Public Service Labour Relations Act* within forty-five (45) days of her resignation date from a position in any other hospital or institution in Canada (the employees of which are represented in a bargaining unit by a certified bargaining agent), then such nurse shall be credited with equivalent seniority in this bargaining unit only for the purposes of Vacation (Article 21) and Seniority (Article 38).

ARTICLE 44 - PRINTING OF AGREEMENT

44.01 The Employer shall be responsible for the translation of the collective agreement. The printing of the bilingual agreement shall be the responsibility of the Union. The translation and printing of the collective agreement shall be approved by both parties.

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

ARTICLE 45 - JOB DESCRIPTION, JOB CLASSIFICATION AND ORIENTATION

45.01 Each facility agrees to make job descriptions available to employees concerned or the Local.

45.02 (a) The classifications covered by this Agreement shall be those listed in Appendix "A" and Appendix "B" of this Agreement. The Employer agrees to provide the Union with job specifications for classifications listed in Appendix "A" and Appendix "B" as they are revised.

(b) Where the employee feels that her position has been unfairly or incorrectly classified, the employee may submit the matter for review to the Joint Classification Maintenance Committee (JCMC) for determination. A decision of the JCMC shall be final and binding.

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

(d) Joint Maintenance Process

- (i) A Joint Steering Committee, consisting of one representative of both the Employer and the Union, shall consider any matter referred to it by the JCMC, and provide a decision that is final and binding.
- (ii) A JCMC consisting of three (3) representatives of both the Employer and the Union shall be responsible for maintaining the integrity of the classification system.
- (iii) The JCMC shall meet and develop terms of reference for approval by the Joint Steering Committee. By mutual agreement, the JCMC may call upon additional resources to address specific issues in the development of the terms of reference.
- (iv) The JCMC shall have the authority to consider and decide on classification requests following approval of the terms of reference by the Joint Steering Committee.
- (v) When evaluating new classifications, revised classifications or reclassification requests, the JCMC shall apply the job evaluation methodology that was used in establishing the new classification system
- (vi) The JCMC shall meet as required and each party shall be responsible for the expenses of its members.
- (vii) A decision of the JCMC shall be final and binding.
- (viii) In the event that the JCMC is unable to reach consensus on any matter referred to the committee, the matter shall be referred to the Joint Steering Committee.

(e) In no event shall the process outlined in 45.02(c) and (d) exceed six (6) months.

45.03 (a) Newly hired persons shall receive a period of orientation and an existing employee who requires orientation to a new department or nursing unit shall receive the required orientation. Persons and employees receiving orientation shall be paid at their regular hourly rate. A record of the orientation period and topics covered shall be signed by the nurse and the Employer and placed in the nurse's personal file.

(b) The parties recognize the value of flexibility and mobility for nurses in the workplace. The Employer will endeavour to accommodate a nurse's request for orientation and/or temporary assignments where provisions of the collective agreement, operational and financial requirements permit.

ARTICLE 46 - AMBULANCE TRANSFER DUTY

46.01 A voluntary ambulance transfer roster made up of employees shall be established in each facility and a copy given to the Local, however, when an appropriate nurse is not available in the facility, the Hospital may select from the voluntary ambulance transfer roster lists in other facilities, before designating an employee on duty in the originating facility.

46.02 (a) When a full-time, part-time or temporary employee on duty is required to attend a patient during an ambulance trip (air, road, etc.) and the time involved on the trip exceeds the employee's regular shift, she shall receive time off or pay, at her option, at the applicable overtime rate for all time in excess of her normal shift.

(b) Ambulance transfer duty performed by a full-time, part-time or temporary employee on such employee's day off, excluding ambulance transfer duty performed on a casual basis by a part-time or temporary employee shall be compensated at the overtime rate.

(c) Ambulance transfer duty performed either by a casual employee or a part-time employee working on a casual basis, or a temporary part-time working on a casual basis, shall be compensated at the employee's regular hourly rate of pay unless the conditions for overtime as set forth in Article 20.03(b) are met.

46.03 If the employee on ambulance transfer duty commences her return to her facility immediately following the release of her patient, she shall receive time off or pay, at her option, at the applicable overtime rate for all time spent in return travel in excess of her normal seven and one-half (7½) hour shift.

46.04 If an employee is detained due to weather or other transportation difficulties, she shall not lose her day(s) off. The time she is so detained and the time spent travelling back to her hospital shall be deemed to be time worked with a maximum of seven and one-half (7½) hours at the overtime rate in twenty-four (24) hour period.

46.05 No employee returning from ambulance transfer duty will be required to commence another shift within twelve (12) hours of her return, unless otherwise agreed between the Employer and the employee concerned. If the employee works, she shall receive the overtime rate for any hours worked within twelve (12) hours from her return from her ambulance transfer. The remainder of the shift shall be paid at the employee's regular hourly rate.

46.06 To ensure the safe, secure, and efficient transportation of employees back to their home facility when they have accompanied a patient in an ambulance, the following shall apply:

(a) Employees will be returned to their originating facility in an approved taxi or limousine service at no cost to the employees immediately following their discharge from ambulance duty;

(b) Arrangements for return transportation shall be made by the employer in each facility. Every reasonable effort shall be made to make arrangements prior to the departure of the employee.

(c) The employee on ambulance transfer duty shall be provided with a cell phone if requested.

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

46.08 When a full-time employee is called back to do ambulance transfer duty on her day off, Article 20 shall apply.

46.09 Should an employee volunteer for ambulance transfer duty and elect to take her days off before returning for duty, she shall receive only straight time for the traveling time on the return journey.

ARTICLE 47 - MERGER AND AMALGAMATION

47.01 Except in cases of emergency should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital or should any facility take over any of the operations or functions of another facility

the Hospital agrees to give the Union notice in writing ninety (90) days prior to any intent by the Hospital to implement the above.

47.02 Discussion will commence between the Parties within ten (10) days of such notice and every reasonable effort will be made to provide continuous employment in their previous classification for employees affected in the Bargaining Unit. Any employee affected by such take over shall be offered alternate employment subject to Article 30.03 with their present Hospital or the other Hospital, and in the latter case, seniority of employees in the amalgamated facilities or service shall be considered as one (1) list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 34.

47.03 Where a new facility is planned to replace an existing facility(ies), no new employee shall be hired until the employees at the existing facility(ies) have been allocated to available positions.

Employees will be allocated on the basis of seniority by former unit or combined unit as follows:

- (a) existing employees will be allocated to their previous position,
- (b) failing that, employees will be allocated to a similar position, and
- (c) if no similar positions exist, the employee will be allocated to any other position within the facility provided the employee has the minimum qualifications for that position with their previous rate maintained until the wage rate in the new position equals or exceeds it.

If alternate employment is not available for some employees, the layoff shall be in accordance with Article 34.

ARTICLE 48 - WORKING CONDITIONS

48.01 Adequate dressing rooms with lockers and sitting rooms shall be provided if the physical facilities permit.

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

48.03 The parties agree that an employee who assumes the role of preceptor will bear no liability for the actions, neglect, or omissions of the student during the period of preceptorship provided the employee has acted reasonably and prudently in giving instructions to the student.

ARTICLE 49 - HEALTH BENEFITS

49.01 The Hospital agrees to provide to full-time and eligible part-time employees registered and in good standing under the Medicare Plan, semi-private or better accommodation without differential charges. Similar courtesy will be extended to children, dependents and/or spouse of employees. (Such facilities are not available to children on the Pediatric Floor, nor to infants in the Nursery.) Similarly, use of the Out-Patient Department by employees or their children and dependents will be provided as a courtesy. These courtesy offers are restricted to available privileges of the Hospital and do not include:

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

49.02 The Employer shall pay seventy-five percent (75%) of the cost of premiums for the existing Province of New Brunswick Blue Cross Health Plan and fifty percent (50%) of the existing basic Dental Plan for all full-time and eligible part-time employees and their dependents. This provision will apply to employees who agree to pay the remaining twenty-five percent (25%) of the Blue Cross premiums and the other fifty percent (50%) of the Dental Plan premiums.

ARTICLE 50 - LONG-TERM DISABILITY

50.01 The Employer shall make available to eligible employees of the Province of New Brunswick long term disability plan. Eligibility shall be governed by the rules of the plan. Premiums will be paid by the employee

through payroll deduction upon authorization from the employee to deduct the same. For newly hired eligible employees enrollment in the plan shall be a condition of employment.

50.02 An employee on Long-Term Disability Benefits shall be considered to be on a leave of absence without pay for a period not to exceed two (2) years. If the employee returns to work she shall be placed in her previous held position. If the position is affected by a workforce adjustment, the employee will be notified and provided with an opportunity to exercise her options under Article 34 unless otherwise agreed by the parties.

50.03 Where operational requirements permit, the Employer, in cooperation with the long term disability plan carrier, will endeavour to facilitate the work re-entry of the employee.

ARTICLE 51 - GROUP LIFE INSURANCE

51.01 The Employer agrees to maintain the Province of New Brunswick Group Life Insurance Program for eligible employees.

51.02 For information purposes only:

- (i) The basic coverage, paid by the Employer as of the signing of this collective agreement, is one (1) times the employee's annual salary.
- (ii) The program also provides the following options at the employee's cost:
 - (a) optional supplemental life, and
 - (b) voluntary program of accidental death and dismemberment.

ARTICLE 52 - TECHNOLOGICAL CHANGE

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

52.02 When the Hospital is considering the introduction of technological change which substantially changes the duties performed by employees in the bargaining unit the Hospital agrees to notify the Local as far as possible in advance of such intention.

52.03 If as a result of a change in technology the Hospital requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Hospital expense without loss of pay to the employee.

52.04 An employee who is laid off due to technological change shall be given the opportunity to exercise her rights under Article 34 - Lay Off and Displacement/Recall.

ARTICLE 53 - EMPLOYEE PERFORMANCE ASSESSMENT

53.01 Where as a result of a formal assessment of employee performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the form in question to indicate that its contents have been read and understood. The employee's signature shall serve as evidence that the requirements and intent of this clause have been satisfied, and not as evidence that she agrees or disagrees with the assessment.

ARTICLE 54 - RETROACTIVITY

54.01 (a) All employees who are working full-time on the date of signing of this Agreement shall receive retroactive pay in accordance with the rates in Appendix "A" or Appendix "B" for all hours paid.

(b) The following employees shall also receive retroactive pay on a pro-rated basis: employees who retired or died after January 1, 2015; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

54.02 Employees who were employed on January 1, 2015, and who voluntarily left the employ of the Employer between January 1, 2015, and 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 forty-five (45) calendar days from the date of signing of this Agreement.

54.03 Retroactivity shall not apply to employees who left their employment before completing their probationary period or who were discharged for just cause.

54.04 All employees who were not working full-time on the date of signing shall be eligible for retroactivity pay on a pro-rated basis.

54.05 Retroactive effect will be given to Article 25.01 (c) (ii) and (v).

ARTICLE 55 - DURATION AND TERMINATION

55.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning on date of signing and ending December 31, 2018, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

55.03 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 an 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 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

Shelley Duggan

Nina Forbes

Paula Doucet-Jones

Dan Robichaud

Nancy Arseneau

Tracey Newton

Norbert Robichaud

Wendy Gould

Patricia Bannan

Megan Kervin

Mélissa Levesque

APPENDIX A
HOURLY RATES OF PAY
EFFECTIVE : JANUARY 1, 2015
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.03*	31.28	32.52	33.82	35.18	36.58	38.05
Registered Nurse Class B	32.05	33.34	34.67	36.06	37.51	39.00	
Registered Nurse Class C	32.83	34.15	35.52	36.93	38.41	39.95	
Registered Nurse Class D	41.25	42.89	44.61	46.40	48.26	50.19	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY
EFFECTIVE : JULY 1, 2015
0.50%

&
ADJUSTMENT TO COMPLETE IMPLEMENTATION OF JOINT JOB EVALUATION STUDY
0.45%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.32*	31.58	32.83	34.14	35.52	36.92	38.41
Registered Nurse Class B	32.35	33.66	35.00	36.40	37.87	39.38	
Registered Nurse Class C	33.14	34.47	35.86	37.29	38.77	40.33	
Registered Nurse Class D	41.65	43.30	45.03	46.84	48.72	50.67	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY
EFFECTIVE : SEPTEMBER 23, 2015
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.47*	31.74	32.99	34.31	35.70	37.10	38.60
Registered Nurse Class B	32.51	33.83	35.18	36.58	38.06	39.58	
Registered Nurse Class C	33.31	34.64	36.04	37.48	38.96	40.53	
Registered Nurse Class D	41.86	43.52	45.26	47.07	48.96	50.92	

*Graduate Nurse Pay Rate

APPENDIX A

HOURLY RATES OF PAY

EFFECTIVE : JULY 1, 2016

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.62*	31.90	33.15	34.48	35.88	37.29	38.79
Registered Nurse Class B	32.67	34.00	35.36	36.76	38.25	39.78	
Registered Nurse Class C	33.48	34.81	36.22	37.67	39.15	40.73	
Registered Nurse Class D	42.07	43.74	45.49	47.31	49.20	51.17	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY

EFFECTIVE : JANUARY 1, 2017

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.77*	32.06	33.32	34.65	36.06	37.48	38.98
Registered Nurse Class B	32.83	34.17	35.54	36.94	38.44	39.98	
Registered Nurse Class C	33.65	34.98	36.40	37.86	39.35	40.93	
Registered Nurse Class D	42.28	43.96	45.72	47.55	49.45	51.43	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY

EFFECTIVE : JULY 1, 2017

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.92*	32.22	33.49	34.82	36.24	37.67	39.17
Registered Nurse Class B	32.99	34.34	35.72	37.12	38.63	40.18	
Registered Nurse Class C	33.82	35.15	36.58	38.05	39.55	41.13	
Registered Nurse Class D	42.49	44.18	45.95	47.79	49.70	51.69	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY

EFFECTIVE : JANUARY 1, 2018

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.07*	32.38	33.66	34.99	36.42	37.86	39.37
Registered Nurse Class B	33.15	34.51	35.90	37.31	38.82	40.38	
Registered Nurse Class C	33.99	35.33	36.76	38.24	39.75	41.34	
Registered Nurse Class D	42.70	44.40	46.18	48.03	49.95	51.95	

*Graduate Nurse Pay Rate

APPENDIX A
HOURLY RATES OF PAY
EFFECTIVE : JULY 1, 2018
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.23*	32.54	33.83	35.16	36.60	38.05	39.57
Registered Nurse Class B	33.32	34.68	36.08	37.50	39.01	40.58	
Registered Nurse Class C	34.16	35.51	36.94	38.43	39.95	41.55	
Registered Nurse Class D	42.91	44.62	46.41	48.27	50.20	52.21	

*Graduate Nurse Pay Rate

APPENDIX B

HOURLY RATES OF PAY - RETENTION PREMIUM

EFFECTIVE : JANUARY 1, 2015

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	30.93*	32.21	33.50	34.83	36.23	37.68	39.20
Registered Nurse Class B	33.01	34.34	35.72	37.14	38.63	40.17	
Registered Nurse Class C	33.82	35.18	36.58	38.04	39.57	41.14	
Registered Nurse Class D	42.48	44.18	45.95	47.80	49.71	51.70	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY - RETENTION PREMIUM

EFFECTIVE : JULY 1, 2015

0.50%

&

ADJUSTMENT TO COMPLETE IMPLEMENTATION OF JOINT JOB EVALUATION STUDY

0.45%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.23*	32.51	33.82	35.16	36.57	38.04	39.58
Registered Nurse Class B	33.33	34.66	36.06	37.50	38.99	40.55	
Registered Nurse Class C	34.14	35.52	36.92	38.40	39.95	41.54	
Registered Nurse Class D	42.88	44.60	46.39	48.26	50.18	52.19	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY - RETENTION PREMIUM

EFFECTIVE : SEPTEMBER 23, 2015

0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.39*	32.67	33.99	35.34	36.75	38.23	39.78
Registered Nurse Class B	33.50	34.83	36.24	37.69	39.18	40.75	
Registered Nurse Class C	34.31	35.70	37.10	38.59	40.15	41.75	
Registered Nurse Class D	43.09	44.82	46.62	48.50	50.43	52.45	

*Graduate Nurse Pay Rate

APPENDIX B
HOURLY RATES OF PAY - RETENTION PREMIUM
EFFECTIVE : JULY 1, 2016
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.55*	32.83	34.16	35.52	36.93	38.42	39.98
Registered Nurse Class B	33.67	35.00	36.42	37.88	39.38	40.95	
Registered Nurse Class C	34.48	35.88	37.29	38.78	40.35	41.96	
Registered Nurse Class D	43.31	45.04	46.85	48.74	50.68	52.71	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY - RETENTION PREMIUM
EFFECTIVE : JANUARY 1, 2017
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.71*	32.99	34.33	35.70	37.11	38.61	40.18
Registered Nurse Class B	33.84	35.18	36.60	38.07	39.58	41.15	
Registered Nurse Class C	34.65	36.06	37.48	38.97	40.55	42.17	
Registered Nurse Class D	43.53	45.27	47.08	48.98	50.93	52.97	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY - RETENTION PREMIUM
EFFECTIVE : JULY 1, 2017
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	31.87*	33.15	34.50	35.88	37.30	38.80	40.38
Registered Nurse Class B	34.01	35.36	36.78	38.26	39.78	41.36	
Registered Nurse Class C	34.82	36.24	37.67	39.16	40.75	42.38	
Registered Nurse Class D	43.75	45.50	47.32	49.22	51.18	53.23	

*Graduate Nurse Pay Rate

HOURLY RATES OF PAY - RETENTION PREMIUM
EFFECTIVE : JANUARY 1, 2018
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	32.03*	33.32	34.67	36.06	37.49	38.99	40.58
Registered Nurse Class B	34.18	35.54	36.96	38.45	39.98	41.57	
Registered Nurse Class C	34.99	36.42	37.86	39.36	40.95	42.59	
Registered Nurse Class D	43.97	45.73	47.56	49.47	51.44	53.50	

*Graduate Nurse Pay Rate

APPENDIX B
HOURLY RATES OF PAY - RETENTION PREMIUM
EFFECTIVE : JULY 1, 2018
0.50%

	A	B	C	D	E	F	G
Registered Nurse Class A	32.19*	33.49	34.84	36.24	37.68	39.18	40.78
Registered Nurse Class B	34.35	35.72	37.14	38.64	40.18	41.78	
Registered Nurse Class C	35.16	36.60	38.05	39.56	41.15	42.80	
Registered Nurse Class D	44.19	45.96	47.80	49.72	51.70	53.77	

*Graduate Nurse Pay Rate

ADDENDUM TO THE COLLECTIVE AGREEMENT

in accordance with Article 19

Respecting an Agreement

between

Board of Management, Province of New Brunswick

and

The New Brunswick Nurses' Union

Re: Compressed Work Week

In keeping with Article 19.01, the Hospital and Local hereby agree to implement a Compressed Work Week Schedule incorporating the following amendments to the collective agreement.

3.14 "Shift" means twelve (12) consecutive hours of work including a lunch period. There shall be two (2) consecutive shifts in twenty-four (24) hours, namely, day and night shifts.

18.01 The regular daily hours of work in each shift shall be eleven and one-quarter (11¼). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over one rotation of the schedule as determined by the individual hospital. Meal periods shall not be less than forty-five (45) minutes each shift and shall not be considered as hours of work.

18.06 (b) Whenever possible employees required to work rotating shifts shall be scheduled to work the majority of shifts on day duty, averaged over a one (1) year period. There shall be a time period of at least twelve (12) hours elapsing between shift change, unless otherwise agreed. Consideration shall be given to employees' requests for permanent night duty.

18.07 No employee shall be required to work more than four (4) consecutive days without day(s) off.

20.03 (a) Any work performed by a full-time, part-time or temporary employee, excluding hours worked on a casual basis by a part-time and temporary part-time employees:

- (i) On a scheduled day off (Full-time and Temporary Employees working on a full-time basis);
- (ii) In excess of eleven and one quarter (11¼) hours in any one (1) day;
- (iii) In excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period);
- (iv) In excess of four (4) consecutive days;
- (v) Without twelve (12) hours' time off between shifts (excluding any overtime hours worked);
- (vi) Outside the employee's previously scheduled hours, without seventy-two (72) hours' notice;
- (vii) During one (1) shift of a double shift unless both shifts were unscheduled, in which case both shifts will be eligible for overtime; and
- (viii) During an employee's weekend off

shall be compensated by payment of one and one-half (1½) times the employee's hourly rate or time and one-half (1½) off for each of the overtime hours worked. The employee shall choose the method of compensation. When a nurse works overtime and time off is not requested by the nurse or is not given by the employer within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for overtime worked in excess of seventy-five (75) hours of banked time.

(b) Any work performed by a full-time, part-time or temporary employee, excluding hours worked on a casual basis by a part-time and temporary part-time employee during an employee's paid vacation shall be compensated by the payment of the vacation day and the payment of two (2) times the employee's hourly rate or two (2) times off for each of the overtime hours worked. The employee shall choose the method of compensation. When a nurse works overtime and time off is not requested by the nurse or is not given by the employer within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for overtime worked in excess of seventy-five (75) hours of banked time.

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

- (i) In excess of eleven and one-quarter (11¼) hours in any one day;
- (ii) In excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period);
- (iii) During one (1) shift of a double shift.

20.06 (a) An employee on stand-by duty who is called back to work at any time outside her normal working hours, shall be compensated a minimum of three (3) hours at the overtime rate according to Article 20.03 (a) for each call-back to a maximum of twelve (12) hours pay per stand-by shift at the overtime rate.

21.01 Every full-time employee who, on the final day of the vacation year, has seniority of:

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of 9.375 hours per month in accordance with Article 21.06;
- (b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of 112.5 hours;
- (c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of 150 hours;
- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of 157.5 hours;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of 165 hours;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of 172.5 hours;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of 180 hours;
- (h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of 187.5 hours.

Such vacation to be taken during the following vacation year.

22.01 Employees working the compressed work week shall have their holidays pro-rated on the basis of: for every three (3) statutory holidays listed in Article 22.01 of the collective agreement to which an employee is eligible under the normal scheduling system, she shall be given two (2) days off with pay and such days will be considered holidays for the purposes of Article 20 and 22.

23.01 (a) Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of eleven and one-quarter (11¼) hours per month for each calendar month of continuous employment up to a maximum of one thousand eight hundred (1800) hours.

23.05 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 32 exceeds seven and one-third (7 1/3) working days in any one (1) 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.

23.15 An employee who has been employed for a period of two (2) years or greater, and who has used her accumulated sick leave credits shall be granted upon request a 112.5 hour block of advanced sick leave credits. The 112.5 hour block of sick leave credits granted shall be paid back at the rate of six (6) hours per month of credits earned upon return to employment.

27.01 (a) Full-time employees entitled to maternity leave shall be permitted to use seventy-five (75) hours of their accumulated sick leave credits while on maternity leave.

(b) All part-time employees paid pursuant to Appendix A or Appendix B shall be entitled to use accumulated sick leave credits as prescribed above on a pro-rated basis.

27.08 Supplementary Unemployment Benefit Plan

(a) An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

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

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

(d) An applicant under (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

28.03 (b) Designated In Charge Pay-Registered Nurse Class A

An employee designated on any particular unit of the Hospital as being "in charge" will receive an allowance of sixty cents (\$0.60) for each hour worked.

With respect to the day shifts, Monday to Friday, the designated employee must be "in charge" for the remaining portion of the shift following the Nurse Manager's departure from the unit at the end of her work period. This is the only exception wherein being "in charge" with respect to the day shift Monday to Friday, is applicable for less than a complete shift.

This premium will not be applicable in situations where an employee has been temporarily assigned to a higher classification in accordance with Article 31.

28.04 The shift differential for the night shift shall be two dollars and twenty-five cents (\$2.25) per hour.

46.03 If the employee on ambulance transfer duty commences her return to her facility immediately following the release of her patient she shall receive time off or pay, at her option, at the applicable overtime rate for all time spent in return travel in excess of her normal eleven and one-quarter (11¼) hour shift.

46.04 If an employee is detained due to weather or other transportation difficulties, she shall not lose her day(s) off. The time she is so detained and the time spent travelling back to her hospital shall be deemed to be time worked with a maximum of eleven and one-quarter (11¼) hours at the overtime rate in a twenty-four (24) hour period.

This Addendum to the Collective Agreement shall be in effect until December 31, 2018, or a mutually agreed upon period; and shall be automatically renewed thereafter and shall remain in full effect until such time as agreement has been signed in respect of a renewed amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

LETTER OF INFORMATION

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 Nurses' Union

Re: Harassment and Abuse in the Workplace

The Employer and the Union agree that Harassment, as defined in the Board of Management Harassment in the Workplace Policy, and other forms of abuse are reprehensible.

Both parties are committed to maintaining an environment free from such harassment or abuse. It is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

Each Regional Health Authority shall establish a policy incorporating, as a minimum, the provisions of the Board of Management policy on Harassment in the Workplace and make that policy available through the normal process.

A nurse lodging a complaint under this policy may be assisted by a Local representative.

The complainant shall be informed of the final disposition of the complaint.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

Shelley Duggan

Nina Forbes

Paula Doucet-Jones

Dan Robichaud

Nancy Arseneau

Tracey Newton

Norbert Robichaud

Wendy Gould

Patricia Bannan

Megan Kervin

Mélissa Levesque

LETTER OF INTENT

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 Nurses' Union

Re: Memos of Agreement

The parties agree to continue to preserve the rights and the protection offered by the following three documents.

The parties intention is not to infer a new benefit or to limit the protection originally offered by the said documents.

(1) Memorandum of Agreement between the New Brunswick Nurses Union 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* re: Discharge Planning Coordinators and/or the Staff Educators who were transferred from the Hospital Management Group to the Nursing Group subsequent to an Order by the Labour and Employment Board. Effective April 12, 1991.

(2) Memorandum of Agreement between the Board of Management and the New Brunswick Nurses Union re: employees of the Alcoholism and Drug Dependency Commission who are transferred to the Nurses Bargaining Group, Part III, of the Public Service and signed on March 24, 1992.

(3) Memorandum of Agreement between the Board of Management and the New Brunswick Nurses Union re: employees of Centracare and the Restigouche Hospital Center who are transferred to the Nurses Bargaining Group in Hospital Corporation Region 2 and Hospital Corporation Region 5 respectfully, in Part III of the Public Service, and signed on March 30, 1993.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

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Mélissa Levesque

LETTER OF UNDERSTANDING

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 Nurses' Union

Re: Bi-weekly Level Pay

It is understood by the parties that the current practice of administering Article 29.01 shall be maintained. Part-time employees, who, at the time of signing of the collective agreement are receiving a bi-weekly leveled pay will continue to do so while they remain in their current position.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

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Wendy Gould

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Mélissa Levesque

LETTER OF AGREEMENT

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 Nurses' Union

Re: Integration of the Extra-Mural Hospital within the Regional Health Authority

The parties agreed to the following application of specific articles pertaining to the collective agreement of the above noted bargaining unit entered into by the Board of Management and the Union:

The application of Article 34 includes the Extra-Mural component on a Regional Health Authority basis and is restricted as follows, until the expiry date of this collective agreement:

- (i) displacement into the Extra-Mural units with ten (10) or less than ten (10) full-time equivalents (FTEs) will be limited to one (1) FTE per twelve (12) calendar month period,
- (ii) displacement into the Extra-Mural units with more than ten (10) full-time equivalents will be limited to ten percent (10%) of the nursing staff or two (2) full-time equivalents, whichever is less, per twelve (12) month calendar period.

The twelve (12) month calendar period will commence with the first displacement into the unit.

For purposes of this letter of agreement the following sixteen (16) units are recognized as Extra-Mural units

Regional Health Authority 1 South-East
Regional Health Authority 1 Beauséjour
Regional Health Authority 2

Regional Health Authority 3
Regional Health Authority 4
Regional Health Authority 5
Regional Health Authority 6
Regional Health Authority 7

Driscoll
Blanche Bourgeois Unit, Shediac Unit
Saint John Unit; St. Stephen Unit; Sussex Unit;
Kennebecasis Unit
Woodstock Unit; Fredericton Unit; Oromocto Unit
Grand Falls Unit; Edmundston Unit
Restigouche Unit
Bathurst Unit; Acadian Peninsula Unit
Miramichi Unit

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

Shelley Duggan

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Paula Doucet-Jones

Dan Robichaud

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Tracey Newton

Norbert Robichaud

Wendy Gould

Patricia Bannan

Megan Kervin

Mélissa Levesque

LETTER OF INTENT

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 Nurses' Union

Re: Extra Mural Vehicles

The Employer recognizes that extensive travel may be required in order for Extra Mural Nurses to deliver care to Extra Mural patients. Therefore, the Employer will endeavour to provide access to vehicles for use by Extra Mural Nurses. When a vehicle is unavailable to deliver care to patients, a nurse may either rent a vehicle or provide her own transportation in accordance with the New Brunswick Travel Regulations.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

Shelley Duggan

Nina Forbes

Paula Doucet-Jones

Dan Robichaud

Nancy Arseneau

Tracey Newton

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Patricia Bannan

Megan Kervin

Mélissa Levesque

LETTER OF INFORMATION

August 31, 1994

Mr. Tom Mann
Chief Executive Officer
New Brunswick Nurses' Union
750 Brunswick Street
Fredericton, N. B.
E3B 1H9

Dear Mr. Mann:

Re: Deferred Salary Leave Plan

This letter confirms that the Deferred Salary Leave Plan developed and implemented through Board of Management Minute 89.0548 will continue to apply to hospital nurses during the term of the new collective agreement.

For information purposes only, this letter may be printed with the new collective agreement with the understanding that such publication signifies that the parties agree that neither this letter nor the plan are: part of the new collective agreement nor are they subject to the adjudication/complaint process nor are they subject to future negotiations.

Yours truly,

M. L. Smith
Employee Relations Services, Parts II and III

MLS:lc

LETTER OF INTENT

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 Nurses' Union

Re: Temporary Reduction from Full-time to Part-time

The parties, in recognition of the desire of full-time employees to reduce their hours of work agree to the following initiative on a trial basis for the duration of the collective agreement:

- (1) A full-time employee with five (5) or more years of seniority and who has had full-time status for three (3) or more years may request a leave of absence without pay for a portion of her shifts for a minimum of six (6) months and a maximum of eighteen (18) months.
- (2) Such leave may be granted at the discretion of the Hospital. Requests for such leave will be considered where:
 - the reduction is by full shifts with a minimum reduction of .4 FTE and a maximum of .6 FTE
 - the temporary part-time position would be in the same classification and in the same unit.
- (3) Where the request is granted the full-time employee would:
 - (a) be considered on a leave of absence from her full-time position as it relates to pension eligibility.
 - (b) maintain eligibility in the Certain Bargaining Employees Shared Risk Pension Plan, with the option of earning pensionable service on a pro-rated or full-service basis depending on the contribution option selected. Election would be subject to applicable Revenue Canada Purchase Maximums. The contribution option selected by the employee would trigger the Employer contribution level;
 - (c) for all other provisions of the collective agreement, the Employee would be considered part-time; and accrue and use all full-time benefits on a pro-rated basis.
- (4) An Employee shall be limited to one (1) temporary change of status during the term of the collective agreement. Extensions shall not be granted. At the conclusion of the leave period the employee shall be returned to her former full-time position. The Employee shall be considered a full-time Employee with respect to Article 34 should her position be affected by a Workforce Adjustment during the period of the leave.
- (5) Articles 4.09 and 4.10 of the collective agreement would not apply to the employees on such a leave.
- (6) Where required by the provisions of the collective agreement, the remaining portion of the full-time employee's position will be posted.
- (7) The employee may return before the end of the leave period where mutually agreed.

This letter of intent shall expire on the last day of this collective agreement being December 31, 2018.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

Hon. Victor Boudreau

David Brown

Anne Craik

Shelley Duggan

Nina Forbes

Paula Doucet-Jones

Dan Robichaud

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Tracey Newton

Norbert Robichaud

Wendy Gould

Patricia Bannan

Megan Kervin

Mélissa Levesque

LETTER OF INTENT

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 Nurses' Union

Re: Permanent Reduction from Full-time to Part-time for Pre-retirement Employees

The Parties, in recognition of the desire of full-time employees to reduce their hours of work during the five (5) year period prior to retirement, agree to the following terms respecting such work reduction:

- (a) The terms of this agreement shall be equal in principle to the provisions of the Public Service Shared Risk Pension Plan, s. 3.01(3)(4), and shall be subject to the terms of the Certain Bargaining Employees Shared Risk Plan.
- (b) A full-time employee, with five (5) or more years of seniority who has had full-time status for three (3) or more years, and is eligible to retire within five (5) years, may request a permanent work reduction of no less than 0.4 FTE and no greater than 0.6 FTE. A full-time employee, who transferred November 28, 2005 from Part I to Part III, and who remains in the pension governed by the Public Service Shared Risk Pension Plan, may request a permanent work reduction of no less than 0.2 FTE and no greater than 0.6 FTE.
- (c) Such permanent reduction may be granted at the discretion of the Hospital, but shall not unreasonably be denied.
- (d) When requesting a permanent reduction the employee must indicate to the Employer the date on which she intends to retire. The employee must then retire no later than the retirement date indicated.
- (e) The remaining portion of the full-time position vacated by the pre-retirement employee shall be posted on a temporary basis for a period of time no greater than the term elected by the pre-retirement employee under (d) above.
- (f) The temporary part-time position must be in the same classification and in the same unit as that of the pre-retirement employee.
- (g) If a part-time position in the same classification with equivalent FTE hours to those of the pre-retirement employee becomes available on the unit, the temporary part-time position shall be considered completed, and the two (2) part-time positions shall be combined and posted as a permanent full-time position.
- (h) Clauses (e), (f) and (g) of this Letter of Intent do not apply to a position where an employee, who transferred November 28, 2005 from Part I to Part III, and who remains in the pension governed by the Public Service Shared Risk Pension Plan (PSSRP), requests a permanent work reduction of less than 0.4 FTE.
- (i) The pre-retirement employee shall be considered on a leave of absence from her full-time position as it relates to pension eligibility.
- (j) The pre-retirement employee shall maintain eligibility in the CBE Shared Risk Pension Plan or PSSRP, and shall earn pensionable service on a full service basis subject to applicable Revenue Canada Purchase Maximums. Both the Employer and the employee shall continue to contribute to the CBE Shared Risk Pension or PSSRP, at the same rate as if the employee had continued to be employed full-time.
- (k) For all other provisions of the Collective Agreement, the pre-retirement employee shall be considered part-time, and shall accrue and use all full-time benefits on a pro-rated basis.
- (l) Articles 4.09 and 4.10 of this Collective Agreement shall not apply to pre-retirement employees under this agreement.

This Letter of Intent shall expire on the last day of this Collective Agreement.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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Mélissa Levesque

LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Nurses' Union

Re: Educational Leave

Whereas the parties share a common commitment to continuing nursing education, and

Whereas Article 26 of the collective agreement confirms that common commitment, and

Whereas the Regional Health Authorities are currently providing a variety of educational opportunities equivalent to approximately two and one-half (2½) days of paid education per employee per calendar year,

The Employer, therefore, agrees to continue to provide equivalent educational opportunities.

The Employer encourages employees to participate in identifying educational needs and methods of delivery.

Where an employee attends an educational session deemed mandatory by the Employer, the employee shall be granted equivalent time off except when such attendance occurs during the employee's scheduled hours of work.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Nurses' Union

Re: Innovative Shifts / Modified Hours of Work

Whereas the Parties recognize the need to develop modified hours of work to respond to changing healthcare delivery models and to ensure adequate staffing resources for the efficient delivery of services, and

Whereas the present collective agreement between the parties defines shifts of seven and one half (7½) hours or eleven and one quarter (11¼) hours,

The Parties therefore agree to the implementation of innovative work schedules on the following conditions:

- (a) The Hospital shall notify the Union in writing of its intent to introduce shifts of less than seven and one half (7½) hours or eleven and one quarter (11¼) hours as the case may be. Such notice shall identify the purpose and location of the innovative work schedule.
- (b) The Hospital and the Union shall meet at least thirty (30) days prior to implementation of the innovative work schedule. The shifts to be implemented shall be subject to mutual agreement. Such agreement shall not be unreasonably withheld by the Union.
- (c) There shall be no split shifts or shifts of less than four (4) hours.
- (d) Innovative shifts shall be utilized only where service delivery and/or hours of operation require a length of shift shorter than those set out above.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities of the Hospitals listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Nurses' Union

Re: Pilot Project for Implementation of Weekend RN Positions

The Parties agree to meet, within six (6) months of the date of signing of this collective agreement, to discuss the concept of a "Weekend RN Position." The Parties intend to develop guidelines for implementation and evaluation of a pilot project in a Regional Health Authority.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: The Definition of ‘Facility’ for Extra Mural Units, Public and Community Mental Health Programs

The parties agree that for the purpose of the definition of ‘Facility’ under Article 3.06 and its application to the Extra Mural Units, Public Health and Community Mental Health Programs, for the following provisions of the collective agreement:

- Article 15 - Professional Practice Committee
- Article 31.05 - Temporary Assignments
- Article 34 – Layoff and Displacement/Recall
- Article 47 – Merger and Amalgamation

“Facility” shall mean one of the following eight (8) regions in place prior to 2008 and now referred to as:

Vitalité Health Network

- Moncton- Beauséjour (Zone 1B)
- Edmundston (Zone 4)
- Campbellton (Zone 5)
- Bathurst (Zone 6)

Horizon Health Network

- Moncton-Southeast (Zone 1SE)
- Fredericton (Zone 3)
- Saint John (Zone 2)
- Miramichi (Zone 7)

This Letter of Intent will expire on December 31, 2018.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF AGREEMENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Flexible Work Schedules

Flexible work schedules may be implemented under the following conditions:

- (a) Flexible work schedules may be requested by the employee or the employer;
- (b) Hours on Saturday, Sunday and statutory holidays shall not be eligible for flexible work schedules;
- (c) A flexible work schedule shall be utilized to support the delivery of community-based services and/or programs offered by nurses working in Public Health, Community Mental Health, and Health Centres, and other employees where appropriate;
- (d) Notwithstanding 20.03(a) of the overtime article, the flexible work schedule shall be considered regularly scheduled hours of work as per article 18.01 of the collective agreement;
- (e) The regularly scheduled weekly hours of work shall be averaged over a four (4) week period;
- (f) The flexible work schedule shall be subject to mutual agreement between the Employer and the employee

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

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LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Nurses' Union

Re: Required Travel within Regional Health Authority

The Parties agree that when a nurse is required by the Employer to report to work in a location other than her normal place of work, she shall be compensated at the applicable rate of pay for the additional time required to travel to and from her normal place of work or her place of residence, whichever is less.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Retention Premium

The Parties in recognition of the desire to retain experienced employees in the healthcare system agree to the following terms respecting the provision of a retention premium.

Effective January 1, 2010 an employee who:

- a. Is a member of the bargaining unit; and
- b. Has received written confirmation from the employer or has provided formal written confirmation from a recognized governing body; and
- c. Has twenty-five (25) years of active registration as a Registered Nurse;

shall receive an adjustment of three percent (3.00%) on the employee's regular rate of pay as of the next pay period.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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MEMORANDUM OF UNDERSTANDING

Between

Board of Management

And

The New Brunswick Nurses' Union

Re: Nurses Employed By Ambulance New Brunswick

WHEREAS all public and private ambulance services in the Province of New Brunswick, including Air Ambulance, have been consolidated into a new ambulance services company, called Ambulance New Brunswick (the "Company") and listed as an Institution in Part III of the First Schedule of the *Public Service Labour Relations Act*, and

WHEREAS the Collective Agreement, covered by Bargaining Unit, Certification Order Number 007 H0 1c., signed on October 27, 2004 between the New Brunswick Nurses Union and Board of Management defines "Hospital" as an Institution listed in Part III of the First Schedule of the *Public Service Labour Relations Act*,

The Parties therefore agree the "Company" shall be considered a "Hospital" under the Collective Agreement.

WHEREAS nurses will be employed by the "Company",

The Parties therefore agree that the Collective Agreement and this Memorandum of Understanding applies to and is binding on the Parties with the following article which does not apply:

ARTICLE 46 – AMBULANCE TRANSFER DUTY

MISCELLANEOUS

1. Classification

All positions subject to this Memorandum of Agreement shall be classified as RNCA positions.

Any work performed on a full-time, part-time, temporary or casual basis in classifications established by the Nurses, Part III, Collective Agreement shall be paid at the rates of pay set forth in Appendix "A" and Appendix "B" of the Collective Agreement.

2. Compressed Work Week

Nurses employed by Ambulance New Brunswick will work a compressed work week as per the Addendum to the Collective Agreement in accordance with Article 19, Respecting an Agreement between Board of Management, Province of New Brunswick and The New Brunswick Nurses' Union Re: Compressed Work Week.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

Marilyn Quinn

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Attendance at Work and Employee Wellness

The Union and the Employer agree that sick leave is a negotiated benefit provided by the Employer that is meant as an insurance against financial hardship when the employee is unable to perform his/her duties due to illness or injury. The Employer has the right to expect regular attendance at work and to manage the use of sick leave.

The Union and the Employer also agree that sick leave must be used and managed carefully to ensure that the sick leave benefit is available, affordable, and sustainable in the long term. The Union agrees to support the Employer's efforts to reduce sick leave and improve attendance at work.

The Union and the Employer acknowledge that a safe and healthy workplace is essential for the well-being of employees and attendance at work. The Union and the Employer further agree that high use of sick leave impacts employee morale, productivity, patient safety, practice environments and results in increased costs to the Employer such as replacement and overtime.

The Union and the Employer hereby agree to work collaboratively to ensure that the sick leave benefit is available, affordable, and sustainable by establishing a Joint Attendance at Work and Employee Wellness Committee within 30 days of signing this Agreement.

The Joint Attendance at Work and Employee Wellness Committee will report monthly to the Director of Employee Wellness, Department of Human Resources, and be comprised of representatives from each of the following:

New Brunswick Nurses Union (4)
Department of Health (1)
Horizon Health Network (1)
Vitalité Health Network (1)
Ambulance New Brunswick (1)

The primary objective of the Committee will be to reduce sick leave usage within the Bargaining Unit by 20% by March 31, 2015 based on the average 2011 sick leave usage rate of 13.23 days per FTE.

The Committee will be responsible to:

1. Develop strategies to meet and sustain the attendance target of 20% reduction by March 31, 2015.
 - (a) Review and report sick leave data for the Nurses Part III Bargaining Unit, supplied by the Department of Health, on a monthly basis.
 - (b) Identify and analyze trends/patterns of usage within the bargaining unit.
 - (c) Research and evaluate safe workplace practices aimed at reducing sick leave usage and injury-related absences.
 - (d) Recommend strategies for improvement of workplace practices and employee wellness.
2. Collaborate to implement and evaluate approved strategies for improvement of workplace practices and employee wellness with Horizon Health Network, Vitalité Health Network, and Ambulance New Brunswick.

The work of the committee will be evaluated by the Union and the Employer on an annual basis.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

Hon. Denis Landry

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Tracey Newton

Wendy Gould

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Mélissa Levesque

ON BEHALF OF THE NEW BRUNSWICK
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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Collaboration on Sustainable Healthcare

The Union and the Employer acknowledge the challenges and financial pressures within our health care system.

The Union and the Employer also acknowledge their respective commitments to quality health care and patient safety and agree that registered nurses play a vital role in health care delivery.

The Union and the Employer acknowledge the benefits of a collaborative approach to achieving and maintaining a sustainable health care system for New Brunswick.

Therefore, the New Brunswick Nurses Union, the Department of Health, Horizon Health Network, Vitalité Health Network, and Ambulance New Brunswick hereby agree to meet every six months effective date of signing of this Collective Agreement to review:

- (a) The number of registered nurses in the Regional Health Authorities
- (b) Vacant positions within the bargaining unit
- (c) The age distribution of registered nurses in the Regional Health Authorities
- (d) Program delivery changes.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Educational Increments

Effective January 1, 2015 all employees who are on December 31, 2014, pursuant to the Letters of Intent re: Implementation of Joint Job Evaluation Study – 28.04(e) and 28.04(f) in the previous Collective Agreement that expired on December 31, 2014, were receiving an amount equal to the Bachelor of Nursing or Masters Degree educational increments will continue to receive this amount as long as they continue to occupy the positions they were in on December 31, 2014 (present incumbent only).

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Guidelines for Floating

Whereas the Parties recognize that situations may arise which will result in a nurse being re-assigned from her regular position on a unit to an assignment on another unit (“floating”);

And whereas the Parties recognize that the Employer has the right to float nurses where required;

And whereas the Parties recognize the need to identify and promote guiding principles to ensure that such re-assignments are conducted in a fair, equitable, and safe manner;

The Parties hereto agree to the following:

1. Continue the existing floating/re-assignment guidelines for the applicable Facility to ensure they take the following into account:
 - (a) patient safety;
 - (b) employee safety;
 - (c) employee competency;
 - (d) familiarity with the receiving unit; and
 - (e) fairness and shared responsibility for floating.

Dated at Fredericton, on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Models of Care

Whereas the Union has indicated its desire to be consulted with respect to any care model review being conducted by the Employer;

And whereas the Parties agree that for the purpose of this letter, a care model review refers to a comprehensive facility-wide analysis and modification of nursing roles and responsibilities;

The Parties hereto agree to the following:

1. Prior to any final decisions being made which will have an impact on nursing roles and responsibilities, the Employer will meet with the Union to discuss recommendations.
2. The Employer will provide the Union with notice prior to the implementation of any recommendations.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities of the Hospitals listed under Part III,
First Schedule of the *Public Service Labour Relations Act*

and

The New Brunswick Nurses' Union

Re: Workplace Violence Prevention

The Employer is committed to taking all reasonable precautions to provide a safe and secure workplace free from violence. To this end, a well-designed violence prevention policy and program has been, or is in the process of being, established in the Hospitals. This includes measures based on best practices that promote a safe working environment, and improve staff, patient and client safety by reducing the risk of workplace violence.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Hon. Denis Landry

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LETTER OF INTENT

between

Board of Management as represented by the
Regional Health Authorities of the Hospitals listed under Part III,
First Schedule of the *Public Service Labour Relations Act*

and

The New Brunswick Nurses' Union

Re: Safe Staffing Assessment

Whereas Professional Practice Committees currently are required to meet and resolve nursing concerns about safe staffing issues in accordance with Article 15;

And whereas not all matters are solved by the Professional Practice Committee in a facility;

Therefore, the Parties agree that in the event that the Professional Practice Committee does not resolve a particular matter brought to its attention, the Committee or any member of the committee may submit the matter and their observations to the Vice President of Clinical (or delegate) or Chief Operating Officer (or delegate) of the RHA. The VP of Clinical or COO will review the matter and provide their determination back to the Professional Practice Committee within thirty (30) working days following their receipt of the matter. The thirty (30) working day deadline may be extended by mutual agreement of the Parties.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

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LETTER OF AGREEMENT

between

Board of Management

and

The New Brunswick Nurses' Union

Re: Temporary Reduction in Hours for Local Executive Members

WHEREAS Article 25.01 and Article 25.02 address short-term and long-term leaves of absence for Union business;

AND WHEREAS the Union recognizes that certain members of its Local Executives are required to participate in Union business;

AND WHEREAS the Union and the Employer (hereinafter referred to collectively as “the Parties”) recognize that consistency in staff scheduling for all employees is beneficial to patient care and staff morale, as well as the efficient operation of the Hospital;

THE PARTIES THEREFORE AGREE THAT:

1. A full-time employee who is a member of the Local Executive may, with the approval of the union, request a temporary reduction in her hours of work in her department or unit, in order to facilitate her attendance to union business.
2. Whether to grant such a temporary reduction shall be at the discretion of the Hospital but shall not be unreasonably withheld. Requests will be considered where the reduction is by full shifts with a minimum reduction of .4FTE and a maximum of .6FTE.
3. If the employee requires additional time, beyond that provided by a temporary reduction, to attend to union business, she may apply as per Article 25.01.
4. Such a temporary reduction shall be granted for no fewer than six (6) months and for no more than one (1) year. The temporary reduction may be extended or reduced, by mutual agreement between the Hospital, the Union and the employee.
5. Such a temporary reduction shall not impact the employee’s full-time status. Article 4 of the Collective Agreement- Part-time, Temporary and Casual Employees, would not apply.
6. Such a temporary reduction shall not impact the employee’s seniority.
7. During such a temporary reduction, the Hospital shall maintain the employee’s full salary and benefits. The Union shall reimburse the Hospital upon receipt of an invoice.
8. The remaining portion of the full-time position vacated by the employee shall be posted on a temporary basis for a period of time no greater than the term granted above.

This Letter of Agreement shall expire on the last day of the Collective Agreement, being December 31, 2018.

Dated at Fredericton on this the 23rd day of September 2015.

FOR THE EMPLOYER

Hon. Denis Landry

Hon. Victor Boudreau

Anne Craik

Nina Forbes

Dan Robichaud

Tracey Newton

Wendy Gould

Megan Kervin

Mélissa Levesque

ON BEHALF OF THE NEW BRUNSWICK
NURSES' UNION

Marilyn Quinn

David Brown

Shelley Duggan

Paula Doucet-Jones

Nancy Arseneau

Norbert Robichaud

Patricia Bannan