

New
Nouveau  Brunswick

AGREEMENT
CONVENTION

between
entre

THE NEW BRUNSWICK NURSES' UNION
LE SYNDICAT DES INFIRMIÈRES ET INFIRMIERS DU
NOUVEAU-BRUNSWICK

and / et

BOARD OF MANAGEMENT
LE CONSEIL DE GESTION

GROUP: NURSE MANAGERS AND NURSE SUPERVISORS
GROUPE : INFIRMIÈRES GESTIONNAIRES ET
INFIRMIÈRES SURVEILLANTES



EXPIRES:
DATE D'EXPIRATION :

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PARTIES

THIS AGREEMENT is made and entered into this 7th day of November 2001.

BETWEEN: THE NEW BRUNSWICK NURSES' UNION
(hereinafter called the 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 (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 supercedes 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 S. 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 ($\frac{1}{3}$) 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. Such person shall be considered an employee as of the first worked day of the seventh (7th) month of continuous employment.

(d) "Casual Employee" – An employee who is employed on an unscheduled basis for a continuous period of six (6) months or more, who works more than one-third ($\frac{1}{3}$) of the weekly normal hours averaged over a six (6) month period and who agrees to report for work during such six (6) month period as required. Such person shall be considered an employee as of the first worked day of the seventh (7th) month of continuous employment.

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.

4. Casual and temporary employees shall be assessed every three (3) months by the Hospital to determine if they meet the requirements of employee status. Casual and temporary employees who fail to maintain the requirements for employee status following an assessment shall forfeit employee status under the collective agreement.

3.02 "Bargaining Unit" shall mean the employees of the Employer covered by Certification Order Number 084 H0 1c. (2)as amended.

3.03 "Classification" means the position an employee holds, as listed in appendix 'A' 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 designated site(s) operated by a Hospital Corporation, from, or at which its services are delivered. The Extra Mural units within each separate Hospital Corporation shall form an Extra Mural component which is to be recognized as meeting the definition of "facility" under Article 3.06 of the collective agreement. In each Hospital Corporation there shall be one (1) Extra Mural facility with respective units/sub-units.

3.07 "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.

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

3.09 "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.

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

3.11 "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."

3.12 Seniority is a measurement of accumulated hours paid as an employee in the Hospital Part III and Nurse Managers and Nurse Supervisors bargaining units in the Hospital in which the employee is employed from the last date of reaching employee status except as provided in Article 25.01 and 38.03 (b) and (c) and 40.03 (b).

3.13 "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.

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

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

3.16 "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.

3.17 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 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 All temporary employees and casual employees shall:

(1) be paid in accordance with the rates contained in Appendix 'A'.

(2) receive an hourly benefit premium of one dollar and sixty cents (\$1.60) per hour, 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, Vacation and Article 23, Sick Leave do not apply. Article 22, Holidays does not apply, save and except Articles 22.07 and 22.09.

4.03 A part-time, temporary or casual employee shall be entitled to an annual increment as shown in Appendix "A" 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 to the Director of Nursing. The time at which this leave shall be taken will be subject to the approval of the Hospital Administrator. 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 workers' compensation shall retain any accumulated seniority and shall not be assessed until the next full assessment period.

(c) The assessment period shall not be interrupted for any other reason.

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 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.
- (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.
- (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 4.1t(b).

(iv) There is no obligation to offer casual work to part-time employees:

(a) if it interferes with their regular part-time employment;

(b) if the part-time employee will have worked the equivalent of full-time hours during that pay period.

(v) Any casual hours worked by part-time employees will not affect their normal rate of pay for hours worked as part-time employees such as the payment of overtime unless otherwise mutually agreed.

(c) Casual work shall be offered as equitably as possible, in one 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.

4.10 A casual employee may apply to have her name placed on a casual employment list in one or more facilities, and, if approved by the Hospital, will be offered casual employment as required.

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 employees shall, from date of hire, undergo a probationary period, which shall be a continuous period of seven hundred and fifty (750) hours worked. Temporary and casual persons, when they become temporary or casual employees shall be given credit towards their probationary period for all hours worked from their date of hire.

5.02 During their probationary period 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 two hundred and fifty (250) 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 084 HO 1c. (2) (as amended) applies.

ARTICLE 7 – DISCRIMINATION

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

ARTICLE 8 CONTINUANCE OF UNION

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

9.0 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 discharge 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 (a) 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 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.

(b) Upon written request the Hospital shall provide a list to the Local, on a quarterly basis, of all casual persons together with a list of their hours worked for the previous three (3) month period.

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.

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 nor 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 PRACTICES
COMMITTEE**

15.01 (a) The Employer and Union agree to the establishment of Professional Practices Committees. The parties acknowledge that the structure of the Committee shall be established on a facility/program or regional basis, dependent on the needs and agreement of the Hospital and local representatives.

(b) 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.

(c) This Committee shall be responsible for:

- (a) defining problems,
- (b) developing viable solutions to such problems,
- (c) recommending the proposed solutions to the appropriate hospital authority.

(d) This Committee shall be advisory in nature and shall not substitute for staff or Nurse Manager meetings or normal lines of communication in effect in the Hospital

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

(f) Full-time, part-time, and temporary employees shall not suffer loss of pay as a result of attending meetings or when carrying out the functions of the Committee.

(g) Minutes shall be kept of all meetings.

15.02 Nursing staff within the Hospital, as individuals or groups, may make representations to the Professional Practices 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, a Hospital Association Representative and/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) 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

ance 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.

(c) 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.

(d) 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 solve 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.

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 The parties agree that the regular daily hours of work 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. Employees who are directed by the Employer to remain in the facility during any meal period, shall be paid for the meal

period at the employee's regular rate of pay. Unless mutually agreed otherwise, the starting time for nurse managers/unit managers shall be between 7 a.m. and 9 a.m. The regular start time may be determined by the Employer.

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

18.03 (a) Nurse Managers shall receive every weekend off. Where the Employer requires the employee to work on a weekend, she shall be compensated for the hours worked during the weekend at the overtime rate.

(b) Supervisors shall receive a minimum of every second (2nd) weekend off. Should circumstances 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.

18.04 Work schedules shall be posted in the appropriate department at least three (3) weeks in advance. The employee concerned shall be notified at least forty-eight (48) hours in advance if a change is made in the schedule.

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 department such shifts shall be rotated equally among all employees in that department, 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) There shall be a time period of at least sixteen (16) hours elapsing between shift change, unless otherwise agreed.

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

(d) Sub-articles 18.06 (a), (b) and (c) do not apply to casual shifts.

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 Where scheduling difficulties arise, the Employer and the local agree to meet at the local level to discuss Supervisors' work schedules and to endeavour to develop a mutually agreeable solution(s) within existing resources. If no mutually agreeable solution is reached at the local level, the matter may be referred to the Professional Practices Committee.

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 Hospital 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.

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 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 ($7\frac{1}{2}$) hours in any one (1) day;
- (iii) in excess of thirty-seven and one-half ($37\frac{1}{2}$) 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 forty-eight **(48)** 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;
- (viii) during an employee's weekend off; and
- (ix) during an employee's paid vacation

shall be compensated by the payment of one and one-half ($1\frac{1}{2}$) times the employee's hourly rate or time and one-half (1%) off for each of the overtime hours worked. The employee shall choose the method of compensation. Should the Hospital be unable to give her the time off that she has requested within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for the overtime worked at the overtime rate.

(b) 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 ($1\frac{1}{2}$) times the employee's hourly rate only in the following circumstances:

- (i) In excess of eleven and one-quarter ($11\frac{1}{4}$) hours in any one day; except where working in excess of seven and one-half ($7\frac{1}{2}$) hours is not at the employee's option, in which case overtime will be paid for hours in excess of seven and one-half (7%) hours;
- (ii) In excess of thirty-seven and one-half (37%) hours in a week (averaged over a four (4) week period);
- (iii) During one (1) shift of a double shift.

(c) 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.

20.04 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 Stand-by and Call-back

(a) When an employee is required by the Employer to be available to respond to inquiries in relation to the operation of the Hospital, she shall be placed on stand-by duty.

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

(c) An employee designated for stand-by duty shall be available during her period of stand-by duty at a known telephone/pager 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.

(d) An employee designated for stand-by duty shall be compensated at the rate of one dollar and thirty cents (\$1.30) 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 20.05(b) 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).

20.06 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.

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 ($1\frac{1}{4}$) 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) . . . hours but less than . . . hours shall be entitled to vacation with pay at her regular rate for a . . . 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 (1) 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 ($\frac{1}{12}$) 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 the next vacation 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 nor 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 ($\frac{1}{2}$) the number of working days in any month, no vacation credit shall accumulate for that month but the employee shall retain any vacation credits accumulated prior to such leave of absence or suspension from duty. Accumulation shall be at the rate of one twelfth ($\frac{1}{12}$) 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 provided that the Hospital reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. 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 1 each year a list on which employees will indicate their choice of vacation. Employees will have until April 1 to indicate their choice of vacation. Approved vacation lists shall be posted no later than May 1

21.08 Employees shall receive any regular pay that would fall due during their vacation, prior to their vacation period provided three (3) calendar weeks notice is given to the Hospital.

21.09 If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive 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.

21.10 Two (2) regularly scheduled days off shall be given either immediately preceding or immediately following vacations unless otherwise mutually agreed.

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 and such day shall be the employee's holiday. 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. The alternate day off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed.

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) Nurse Managers shall receive both Christmas Day and New Year's Day off, unless otherwise mutually agreed. Supervisors shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

(b) Where a supervisor receives either Christmas Day 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 supervisor shall receive either December 24, 25, and December 26, or December 31, January 1 and January 2 off without loss of pay.

22.06 Compensation for full-time and part-time employees working on one (1) of the official holidays as listed in 22.01:

(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 ($1\frac{1}{2}$) 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 one half ($\frac{1}{2}$) 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 1" 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 (%) or more than one-half (%) 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 facility.

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 – SICKLEAVE

23.01 (a) Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-half ($1\frac{1}{2}$) 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 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 clause 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 (a) A confidential statement signed by the employee, describing the nature of her illness or injury and stating that because of this illness or injury she was unable to perform her duties shall, when delivered to a non-bargaining unit nurse designated by the Hospital or her replacement, be considered as meeting the requirements of the clause 23.06 (b).

(b) 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 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.

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 day per month of credits earned upon return to employment.

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

(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 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 without pay shall be granted to employees to attend Executive and Negotiation Committee meetings.

(b) Leave of absence without pay may be granted for other Union business. The number of employees from any one 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 the Canadian Federation of Nurses' Union. 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, under the relevant continue her contributions, 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 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, grandchild, 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, one of which must be the day of the funeral.

(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 subparagraph (a) or (b), the employee may be granted at the Employer's discretion, one (1) additional day's leave with pay to travel to attend the funeral of such person.

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 direct personal attention. An additional two (2) days leave per year (to be deducted from the employee's sick leave bank) may be approved by the Hospital if required. Such leave will not be unreasonably withheld.

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

25.08 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 to replace that portion of the shift for which the employee was prevented from reporting for duty by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of her regular days off or statutory holidays if staffing patterns permit. This benefit does not apply to casual employees.

25.09 (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,

- (1) day off
- (2) vacation
- (3) 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 NARB 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.

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 Director of Nursing. 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

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 merging of the administration of the Educational Assistance funds for the Part III, Nurse Managers and Nurse Supervisors and Part I Nurses bargaining units.

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

The merging of the Educational Assistance Funds will be implemented in the fall of 1994.

26.04 A sum of \$350,000 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 Part III, Nurse Managers and Nurse Supervisors and Part I Nurses 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 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 Hospital 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 27.02.

27.04 Subject to Article 30.06 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.

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 his child, a male nurse shall be granted on request special leave with pay to a maximum of two (2) days during the confinement of his spouse. This leave shall be deducted from his accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional four (4) days without pay.

27.08 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 27.08 (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.

(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 27.08(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.

27.09 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" of this Agreement.

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

28.02 (a) A full-time employee shall be entitled to an incremental adjustment as shown in Appendix "A" 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" 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 In the case of promotion the salary to be paid to the employee shall be at least 5% higher than the position from which she was promoted but will not exceed the maximum salary rate of the new position.

28.04 Education Increments:

(a) An employee who has successfully completed the CHA/CNA Unit Administration Course or the CHA Departmental Management Course shall be paid an additional \$17.05 per month.

(b) An employee with special clinical preparation of three (3) months but less than six (6) months, and who is employed in a capacity utilizing this course, shall be paid an additional \$13.63 per month provided that she has utilized this course within four (4) years prior to employment.

(c) An employee with special clinical preparation of six (6) months or more and who is employed in a capacity utilizing this course shall be paid an additional \$27.27 per month, provided that she has utilized the course within four (4) years prior to employment.

(d) An employee with one (1) year University Diploma or Certificate in Nursing and who is employed in a capacity utilizing this course shall be paid an additional \$40.90 per month provided that she has utilized the course within four (4) years prior to employment.

(e) An employee who has received a Baccalaureate Degree in Nursing and has completed four (4) months continuous service in an active treatment Hospital shall be paid an additional \$85.23 per month.

(f) An employee who has received a Master's Degree in Nursing and has completed four (4) months continuous service in an active treatment hospital shall be paid an additional \$102.26 per month

(g) An employee may not qualify for more than one (1) payment under subparagraphs (b), (c), (d), (e) and (f) above. Such payment will commence upon submission of proof of successful completion of the applicable educational course.

(h) All part-time employees will be entitled to education increments on a pro-rata basis.

(i) Employees working on a casual basis will be entitled to education increments on a pro-rata basis.

28.05 (a) Shift Premium

The shift differential for the evening shift will increase to three dollars (\$3.00) and the shift differential for the night shift will increase to four dollars and fifty cents (54.50) per shift.

(b) Weekend Premium

Weekend premium of one dollar (\$1.00) per hour shall be paid for all hours worked on any shift where the majority of the hours on that shift fall between 2300 hours Friday to 2400 hours Sunday.

The weekend premium shall not be paid to employees who receive overtime pay under Article 18.03.

28.06 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.

28.07 (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.

28.08 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 Employees commencing work with less than three (3) years lapse in employment as a nurse shall have their relevant work experience considered by management in determining their appropriate level in the salary scale.

ARTICLE 29 –PAYROLL PERIOD

29.01 The Employer will maintain a bi-weekly leveled pay period for full-time employees, 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 Employer will utilize a system of direct deposit with a financial institution, of the employee's choice, insured under the Canada Deposit Insurance Corporation Act.

29.04 If an error in excess of fifty (\$50.00) dollars net pay occurs in an employee's pay, it will be rectified by the Hospital by the end of the next business day following the request.

**ARTICLE 30 – VACANCIES, POSTINGS,
PROMOTIONS AND TRANSFERS**

30.01 (a) When any vacancy occurs or a new position is created within the Hospital Part III Bargaining Unit or the Nurse Managers and Nurse Supervisors Bargaining Unit, the Corporation shall, within seven (7) calendar days post a notice of the position on the bulletin boards in all facilities in the Region 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. The notice may be sent electronically.

(b) 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 bulletin boards 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.

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

1. duties and location of the position;
2. nursing qualifications, nursing skills and other relevant skills required;
3. hours of work;
4. salary; and
5. 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 at the Registered Nurse 2 classification 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 above the RN2 classification 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 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, she shall be returned to her former position without loss of seniority and at the salary of her former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority. Conditional on satisfactory service, such trial promotion shall become permanent after the completion of the trial period.

(b) if, after assuming the duties in her new position, the employee returns to her former position or vacates the new position for any reason, the Hospital shall re-post the position. If, however, the position is vacated before the employee assumes the duties of the new position, the Hospital shall fill the position from the original list of applicants who applied for the position.

30.06 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, the Employer will make every reasonable effort to relocate the employee in a position or job 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

30.07 For the purpose of this Article, employees shall include employees from the Hospital 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 may commence a subsequent temporary assignment in the same classification providing the starting date follows the completion date of her current temporary assignment.

31.02 [a] When a temporary assignment above the RN2 classification occurs in a nursing unit, the senior employee 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 assign-

ment and it is thought to be for a period of less than two (2) 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 two (2) months, the temporary assignment shall then be filled in accordance with Article 30.01 and 30.03.

(b) When a temporary assignment occurs above the RN2 classification and is not specific to a nursing unit (e.g. staff education, discharge planning, supervisory, nursing clinician, etc.) and it is thought to be for a period of less than two (2) 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 two (2) months, the temporary assignment shall then be filled in accordance with Article 30.01 and 30.03.

(c) When a temporary assignment occurs within the RN2 classification 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.

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 Assistant Head Nurses shall be entitled to temporary assignment pay only if they relieve their superiors for more than fifteen (15) consecutive days.

31.05 Upon completion of the temporary assignment, the employee shall return to her former position.

31.06 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.

31.07 All temporary assignments which require posting, shall be posted on a facility basis.

31.08 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 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.

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 Hospital Corporation, 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 Hospital Corporation and the local(s) representing employees within the facility(ies) directly affected within the Hospital Corporation.

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) days, 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

1. The least senior employee for which the displacing employee has the necessary nursing skills and nursing qualifications.
2. 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.
3. In the case of a part-time displacing employee, the least senior part-time employee.

34.04 In exercising options under this Article;

1. A full-time employee may displace a full-time or a part-time employee.
2. A part-time employee may only displace a part-time employee.

34.05 (a) **An** employee above the RN2 classification 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 Corporation, or either employee may,
- (iii) displace the least senior employee in a lower classification in any unit she chooses within the facility, or
- (iv) agree to layoff.

(b) **An** employee above the RN2 classification 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 Corporation, or
- (ii) displace the least senior employee in a lower classification at a facility of her choice, or
- (iii) agree to layoff.

34.06 An employee in the RN2 classification affected by a work shortage within a 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.

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 Corporation, 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:

1. she has indicated her availability, in writing, for casual work,
2. she has the nursing qualifications and nursing skills for the available work,
3. the offer does not constitute additional costs to the Hospital or invoke an overtime situation as per Article 20, and
4. 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;

1. For reasons of illness provided she satisfies the employer of her condition.
2. For reasons of emergency provided she satisfies the employer of her need.
3. 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 Hospital 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 employees shall give the Hospital as much notice as possible with a minimum of five (5) calendar weeks written notice of intention to resign

35.02 In cases of emergency, the time limits specified in clauses 35.01 may be varied.

ARTICLE 36 – RETIREMENT

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

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 ALLOWANCE

37.01 (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."

(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 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

37.02 When an employee has a permanent disability and requests to retire, or when the Hospital requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, a Board of Doctors whose decision shall be final and binding on the Parties to this Agreement shall be 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 the number of seniority hours in the bargaining unit within the Hospital shall be posted annually not later than February 1st in a place accessible to all employees so affected. A thirty (30) day protest period respecting revisions shall be allowed follow-

ing such posting. A copy of the seniority list shall be given to the Union at the time of 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.

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) Shall 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.

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 40.03, if the claim is not approved, the 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 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

(c) If such employee is in receipt of a Canada Pension Plan benefit and is still considered to be 'totally temporarily disabled' the Hospital shall pay the difference between her regular pay and the benefits paid by the Workers' Compensation Board and the Canada Pension Plan.

ARTICLE 41 – COMMUNICATION

41.01 The process of communication (bulletin board, electronic, hard copy, etc.) shall be used to provide the members of the bargaining unit :

(i) Adequate notice of meetings and lectures called by the Hospital; and

(ii) Job vacancy notices.

All Hospital policies which affect the employees shall be written and made available to the employees.

ARTICLE 42 – PENSIONS

42.01 The pension plan in effect on the date of signing of the Agreement shall continue to be in effect during the life of the Agreement and shall not be changed without prior agreement with the Union.

42.02 The Employer shall make available to each participating employee upon request and will provide to each new participating employee the current pension booklet describing the Pension Plan. The pension booklet if revised will be reissued.

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).

(c) If such employee is in receipt of a Canada Pension Plan benefit and is still considered to be "totally temporarily disabled" the Hospital shall pay the difference between her regular pay and the benefits paid by the Workers' Compensation Board and the Canada Pension Plan.

ARTICLE 41 – COMMUNICATION

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- (i) Adequate notice of meetings and lectures called by the Hospital; and
- (ii) Job vacancy notices.

All Hospital policies which affect the employees shall be written and made available to the employees.

ARTICLE 42 – PENSIONS

42.01 The pension plan in effect on the date of signing of the Agreement shall continue to be in effect during the life of the Agreement and shall not be changed without prior agreement with the Union.

42.02 The Employer shall make available to each participating employee upon request and will provide to each new participating employee the current pension booklet describing the Pension Plan. The pension booklet if revised will be reissued.

ARTICLE 43 – PORTABILITY

43.01 (a) An employee who accepts employment in an institution, hospital, or agency listed in Part 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 subsection (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 43.01 (a) or (b);

- (1) unused accumulated sick leave credits (full-time employees and part-time employees as per clause 23.01b);
- (2) 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);
- (3) retirement allowance;
- (4) service credits as applicable to increments within the salary scale.

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 and the Employer shall reimburse the Union for 50 per cent of the cost of the printing. 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 Hospital agrees to make job descriptions available to employees concerned or the Local.

45.02 (a) Where the Union and/or the employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Union may submit the matter for review to the Administrator or designate. If the employee and/or the Union is not satisfied with the decision of the Chief Executive Officer or designate, the employee and/or the Union may request in writing within twenty (20) working days of the decision that the matter be forwarded to the Provincial Hospital Classification Committee for review. The Administrator or designate shall forward the matter to the Hospital Classification Committee of the Department of Health and Wellness for review.

(b) Where the matter raised in clause 45.02 (a) above cannot be settled within four (4) calendar months from the origination of the complaint, the matter shall be settled as provided in clause 45.02 (c).

(c) Any dispute arising out of clause 45.02 (a) shall be referred to a board consisting of three (3) persons, one (1) representing the Union and one (1) representing the Employer. Such persons shall not be employed in the Hospital involved in such dispute. The two (2) nominees shall within five (5) days of the appointment of the second of them nominate a third person to be Chairman of the Board, failing which the Chairman shall then be appointed from the adjudicators list by the Chairman of the Labour and Employment Board.

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

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

45.03 Employees hired to positions within the bargaining unit shall be entitled to appropriate orientation for the position. Employees receiving orientation shall be paid at the employee's 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 personnel file.

ARTICLE 46 – ESCORT DUTY

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

46.02 If the employee on escort 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.

46.03 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 facility shall be deemed to be time worked with a maximum of seven and one-half (7½) hours at straight time in twenty-four (24) hour period.

46.04 No employee returning from escort 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 the escort duty. The remainder of the shift shall be paid at the employee's regular hourly rate.

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

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

46.07 Should an employee volunteer for escort duty and elect to take her days off before returning for duty, she shall receive only straight time for the travelling 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 Hospital take over any of the operations or functions of another Hospital, the Hospital agrees to give the Union notice in writing ninety (90) days prior to any intent by the Hospital to implement the above.

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 Employer or the other Hospital, and in the latter case, seniority of employees in the amalgamated Hospitals or service shall be considered as one (1) list. If alternate employment is not avail-

able 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 hired in the new facility will be allocated to their previous position, to a similar position, or to another position but with their previous rate maintained until the wage rate in the new position equals or exceeds it.

ARTICLE 48 – WORKING CONDITIONS

48.01 The parties agree that an employee will bear no liability for her participation in the preceptorship program provided the employee has acted reasonably and prudently in her participation.

48.02 Employees required by the Employer to travel within the Region between facilities shall have expenses incurred governed by the provisions of the Travel Policy as approved by Board of Management and is amended from time to time. The Employer shall provide the Union with all amendments as they become available.

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 Paediatric 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:

- (1) fees to physicians or surgeons; and
- (2) 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 enrolment 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.

ARTICLE 51 – GROUP LIFE INSURANCE

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

51.02 For information purposes only:

- (i) The basic coverage, paid by the Employer as of the signing of this collective agreement, is one 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's 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 – Layoff 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" 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, 2001; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing, provided they, or someone legally acting on their behalf, 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.

54.02 Employees who were employed on January 1, 2001, and who voluntarily left the employ of the Employer between January 1, 2001, 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.

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, unless otherwise specifically agreed elsewhere in the collective agreement, and ending June 30, 2004, 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 7th day of November 2001.

FOR THE EMPLOYER

ON BEHALF OF THE NEW
BRUNSWICK NURSES' UNION

Hon. Elvy Robichaud
Hon. Peter Mesheau
Dorine P. Taylor
Lorraine Brown

Debbie McGraw
Sharon E. Tucker
Tom Christie

APPENDIX A**BIWEEKLY REGULAR RATES
January 1, 2001 (8%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1685.25 | 1744.50 | 1806.75 | 1872.00 | 1940.25 | 2013.00 |
| SUPERVISOR | 1685.25 | 1744.50 | 1806.75 | 1872.00 | 1940.25 | 2013.00 |

**BIWEEKLY REGULAR RATES
January 1, 2001 (1%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1701.75 | 1761.75 | 1824.75 | 1890.75 | 1959.75 | 2033.25 |
| SUPERVISOR | 1701.75 | 1761.75 | 1824.75 | 1890.75 | 1959.75 | 2033.25 |

**BIWEEKLY REGULAR RATES
July 1, 2001 (.5%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1710.00 | 1770.75 | 1833.75 | 1900.50 | 1969.50 | 2043.75 |
| SUPERVISOR | 1710.00 | 1770.75 | 1833.75 | 1900.50 | 1969.50 | 2043.75 |

**BIWEEKLY REGULAR RATES
January 1, 2002 (1%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1727.25 | 1788.75 | 1851.75 | 1919.25 | 1989.00 | 2064.00 |
| SUPERVISOR | 1727.25 | 1788.75 | 1851.75 | 1919.25 | 1989.00 | 2064.00 |

**BIWEEKLY REGULAR RATES
July 1, 2002 (.5%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1736.25 | 1797.75 | 1860.75 | 1929.00 | 1998.75 | 2074.50 |
| SUPERVISOR | 1736.25 | 1797.75 | 1860.75 | 1929.00 | 1998.75 | 2074.50 |

**BIWEEKLY REGULAR RATES
January 1, 2003 (1%)**

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1753.50 | 1815.75 | 1879.50 | 1948.50 | 2019.00 | 2095.50 |
| SUPERVISOR | 1753.50 | 1815.75 | 1879.50 | 1948.50 | 2019.00 | 2095.50 |

BIWEEKLY REGULAR RATES
July 1, 2003 (.5%)

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1782.50 | 1824.75 | 1889.25 | 1958.25 | 2028.75 | 2106.00 |
| SUPERVISOR | 1782.50 | 1824.75 | 1889.25 | 1958.25 | 2028.75 | 2106.00 |

BIWEEKLY REGULAR RATES
January 1, 2004 (1%)

| | A | B | C | D | E | F |
|---------------|---------|---------|---------|---------|---------|---------|
| NURSE MANAGER | 1780.50 | 1842.75 | 1908.00 | 1977.75 | 2049.00 | 2127.00 |
| SUPERVISOR | 1780.50 | 1842.75 | 1908.00 | 1977.75 | 2049.00 | 2127.00 |

APPENDIX A

HOURLY RATES
January 1, 2001 (8%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 22.47 | 23.26 | 24.09 | 24.96 | 25.87 | 26.84 |
| SUPERVISOR | 22.47 | 23.26 | 24.09 | 24.96 | 25.87 | 26.84 |

HOURLY RATES
January 1, 2001 (1%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 22.69 | 23.49 | 24.33 | 25.21 | 26.13 | 27.11 |
| SUPERVISOR | 22.69 | 23.49 | 24.33 | 25.21 | 26.13 | 27.11 |

HOURLY RATES
July 1, 2001 (.5%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 22.80 | 23.61 | 24.45 | 25.34 | 26.26 | 27.25 |
| SUPERVISOR | 22.80 | 23.61 | 24.45 | 25.34 | 26.26 | 27.25 |

HOURLY RATES
January 1, 2002 (1%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 23.03 | 23.85 | 24.69 | 25.59 | 26.52 | 27.52 |
| SUPERVISOR | 23.03 | 23.85 | 24.69 | 25.59 | 26.52 | 27.52 |

HOURLY RATES
July 1, 2002 (.5%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 23.15 | 23.97 | 24.81 | 25.72 | 26.65 | 27.66 |
| SUPERVISOR | 23.15 | 23.97 | 24.81 | 25.72 | 26.65 | 27.66 |

HOURLY RATES
January 1, 2003 (1%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 23.38 | 24.21 | 25.06 | 25.98 | 26.92 | 27.94 |
| SUPERVISOR | 23.38 | 24.21 | 25.06 | 25.98 | 26.92 | 27.94 |

HOURLY RATES
July 1, 2003 (.5%)

| | A | B | C | D | E | F |
|---------------|-------|-------|-------|-------|-------|-------|
| NURSE MANAGER | 23.50 | 24.33 | 25.19 | 26.11 | 27.05 | 28.08 |
| SUPERVISOR | 23.50 | 24.33 | 25.19 | 26.11 | 27.05 | 28.08 |

HOURLY RATES
January 1, 2004 (1%)

| | A | B | C | D | E | F |
|--------------|-------|-------|-------|-------|-------|-------|
| NURSEMANAGER | 23.74 | 24.57 | 25.44 | 26.37 | 27.32 | 28.36 |
| SUPERVISOR | 23.74 | 24.57 | 25.44 | 26.37 | 27.32 | 28.36 |

APPENDIX "E"
REGION 2 HOSPITAL CORPORATION

Former employees of Lancaster Hospital (D.V.A.) who elected Category "A" as defined in Section "A" Part 5 of the transfer agreement signed on September 7, 1972, between the Government of New Brunswick and the Government of Canada.

In addition to or where appropriate, instead of, the working conditions, wage rates and increment steps set forth in the principle Agreement, any conditions, benefits, and wage rates as detailed in the Memorandum of Agreement signed between the Parties on the 20th day of June, 1973 and which forms part of this Agreement shall continue to apply to employees in Category "A" as long as they are superior to those in the principle Agreement.

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

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 (11^{1/4}). The regular weekly hours of work shall be thirty-seven and one-half (37^{1/2}) 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 requests 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 ($11\frac{1}{4}$) hours in any one (1) day;
- (iii) In excess of thirty-seven and one-half ($37\frac{1}{2}$) 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 forty-eight (48) 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;
- (viii) During an employee's weekend off; and
- (ix) During an employee's paid vacation

shall be compensated by payment of one and one-half ($1\frac{1}{2}$) times the employee's hourly rate or time and one-half ($1\frac{1}{2}$) off for each of the overtime hours worked. The employee shall choose the method of compensation. Should the Hospital be unable to give her the time off that she has requested within the time period established by the Hospital, which shall not be less than sixty (60) days, she shall receive pay for the overtime worked at the overtime rate.

(b) 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 ($1\frac{1}{2}$) times the employee's hourly rate only in the following circumstances:

- (i) In excess of eleven and one-quarter ($11\frac{1}{4}$) hours in any one day;
- (ii) In excess of thirty-seven and one-half ($37\frac{1}{2}$) hours in a week (averaged over a four (4) week period);
- (iii) During one (1) shift of a double shift

20.06 A. When an employee is called back to work at any time outside her normal working hours, she 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 standby shift.

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 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 (11%) 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 ($7\frac{1}{3}$) 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 (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 112.5 hour block of advanced sick leave credits. Of the 112.5 hour block of sick leave credits granted, those credits actually used 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" shall be entitled to use accumulated sick leave credits as prescribed above on a pro-rated basis.

28.05 A shift differential of \$7.50 per shift will be paid to all employees working night shifts.

46.03 If the employee on escort duty commences her return to her Hospital 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 (11^{1/4}) 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 (11^{1/4}) hours at straight time in a twenty-four (24) hour period.

This Addendum to the collective agreement shall be in effect until June 30, 2004, 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 **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

The parties agree to continue to preserve the rights and the protection offered by the following two 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 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.
- (2) 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 respectively, in Part III of the Public Service, and signed on March 30, 1993.

Dated at Fredericton this 7th day of November 2001.

FOR THE EMPLOYER ON BEHALF OF THE NEW
 BRUNSWICK NURSES' UNION

Hon. Elvy Robichaud
 Hon. Peter Mesheau
 Dorine P. Taylor
 Lorraine Brown

Debbie McGraw
 Sharon E. Tucker
 Tom Christie

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: 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 corporation 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 this 7th day of November 2001

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| FOR THE EMPLOYER | ON BEHALF OF THE NEW BRUNSWICK NURSES' UNION |
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|---|---|
| Hon. Elvy Robichaud Hon. Peter Mesheau Dorine P. Taylor Lorraine Brown | Debbie McGraw Sharon E. Tucker Tom Christie |
|---|---|

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: Quality Nursing Care of Patients

1. The parties agree that Quality Nursing Care for Patients is a mutual objective. They recognize that Quality Nursing Care for Patients is enhanced by excellence in nursing practice, and may be affected by patient acuity, fluctuating workloads and fluctuating staffing.
2. The parties acknowledge the benefits of a common approach to resolve problem areas. Consequently, the parties agree that concerns relating to Quality Nursing Care of Patients, including nursing practice, patient acuity, fluctuating workloads and fluctuating staffing should best be mutually resolved.
3. The parties agree that Quality Nursing Care of Patients is enhanced if employee concerns relating to nursing practice, patient acuity, fluctuating workloads and fluctuating staffing are mutually addressed. Such concerns may be raised by an employee for discussion and resolution with her Nursing Supervisor, the Head of Nursing or the Administrator of a facility. In addition, such concerns may be raised for discussion and proposed solution with the Professional Practices Committee in accordance with Article 15 of the collective agreement.

Dated at Fredericton this 7th day of November 2001

FOR THE EMPLOYER ON BEHALF OF THE NEW
BRUNSWICK NURSES' UNION

Hon. Elvy Robichaud
Hon. Peter Mesheau
Dorine P. Taylor
Lorraine Brown

Debbie McGraw
Sharon E. Tucker
Tom Christie

August 5, 1999

Mr. Brian Durelle
Labour Relations Services
Department of Finance
P.O. Box 6000
Fredericton, N. B
E3B 5H1

Dear Mr. Durelle:

Re: Article 10.01 (b)

The present is to confirm the understanding concluded at the bargaining table re Article 10.01 (b).

The Union recognizes that this **clause** does not impose an obligation on the employer to dismiss or suspend an employee as a result of any disciplinary action imposed by the Union.

This interpretation will be reviewed at the expiry of this collective agreement.

Yours truly,

Thomas Christie
Executive Director
New Brunswick Nurses Union

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 maximum of eighteen (18) months.
- (2) Such leave may be granted at the discretion of the Employer having due regard for the operational requirements that may impact on the feasibility of the temporary reduction given the circumstances in each facility. This reduction is by either a 0.4 FTE or 0.5 FTE.
- (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 Pension Plan for Certain Bargaining Employees of New Brunswick Hospitals, with the option of earning pensionable service on a pro-rated or full-service basis depending on the contribution option selected. 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 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

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: **Phased-In-Retirement**

in recognition of the desire to offer a Phased-in Early Retirement program to employees in the five (5) year period prior to their retirement, the Parties agreed to the following:

The parties will, within one month of the date of signing, establish a joint committee to review the Phased-in-Retirement program and make recommendations as to its implementation to the CBE Pension Committee, such recommendation to be made within six (6) months of the date of signing.

Funding to support the PIRP, if recommended to Board of Management by the CBE Pension Committee, will be in the amount of 0.1% increase to the contributions by the Employer and the employees.

Board of Management shall make the final determination whether to implement any Phased-in-Retirement program recommended by the CBE Pension.

Dated at Fredericton this 7th day of November 2001

FOR THE EMPLOYER ON BEHALF OF THE NEW
BRUNSWICK NURSES' UNION

| | |
|---------------------|------------------|
| Hon. Elvy Robichaud | Debbie McGraw |
| Hon. Peter Mesheau | Sharon E. Tucker |
| Dorine P. Taylor | Tom Christie |
| Lorraine Brown | |

Public Service Labour Relations Act
and
The New Brunswick Nurses' Union

Re: **Flexible/Modified** Hours and Compensatory Leave

Whereas the Parties recognize the need to improve quality of working life, support continuity of patient care, and ensure adequate staffing resources, and

Whereas the parties desire to establish a system of flexible work arrangements and compensatory leave for members of the Nurse Managers and Nurse Supervisors Bargaining Unit,

The Parties therefore agree to implement innovative work schedules and methods of compensation subject to the following principles:

Compensatory Leave

1. Miscellaneous time worked outside regular hours, including self-directed extra hours, attendance at educational sessions, etc. or time spent responding to inquiries from an authorized Hospital representative shall be compensated at the regular rate in equivalent time off.
2. Attendance at Employer directed meetings outside regular hours shall be compensated at the overtime rate in equivalent time off.
3. To the extent possible time owed shall be taken within the pay period in which it is earned.

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: ~~Flexible~~/Modified Hours and Compensatory Leave

Whereas the Parties recognize the need to improve quality of working life, support continuity of patient care, and ensure adequate staffing resources, and

Whereas the parties desire to establish a system of flexible work arrangements and compensatory leave for members of the Nurse Managers and Nurse Supervisors Bargaining Unit,

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Compensatory Leave

1. Miscellaneous time worked outside regular hours, including self-directed extra hours, attendance at educational sessions, etc. or time spent responding to inquiries from an authorized Hospital representative shall be compensated at the regular rate in equivalent time off.
2. Attendance at Employer directed meetings outside regular hours shall be compensated at the overtime rate in equivalent time off.
3. To the extent possible time owed shall be taken within the pay period in which it is earned.

4. Where time owed cannot be taken within the pay period in which it is earned, such time owed may be added to the employee's time bank at the rate at which it is earned.
5. Banked hours may be taken in time or in pay at the employee's discretion. Time off must be approved by the employee's immediate supervisor.

Flexible Work Schedules

1. Subject to operational requirements and prior approval by the Hospital, individual modified work schedules may be permitted provided that the total number of hours worked do not vary from the regular weekly hours of work identified in Article 18.01 of this collective agreement.
2. Any modified or innovative work schedule shall not adversely affect services and shall not incur appreciable increased costs.
3. Subject to mutual agreement between the Hospital and the Union, the Hospital may implement modified regular hours of work in order to accommodate a compressed work week schedule.

Dispute Resolution

Every effort shall be made locally to reach agreement on implementation of the specifics of this Letter of Intent. If a dispute cannot be resolved locally, the parties shall attempt to reach agreement, or shall determine whether or not the matter should be referred to the Provincial Labour Management Committee. If the matter cannot be resolved by the Provincial Labour Management Committee, it may be referred to adjudication in accordance with Articles 16 and 17 of this collective agreement. Failure to commence a grievance within the time limits set out in Article 16 shall not prejudice the advancement of the grievance.

Dated at Fredericton this 7th day of November 2001

FOR THE EMPLOYER ON BEHALF OF THE NEW
BRUNSWICK NURSES' UNION

Hon. Elvy Robichaud
Hon. Peter Mesheau
Dorine P. Taylor
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Tom Christie

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 Superannuation Act, s. 3.01(3)(4), and shall be subject to the terms of the CBE Pension 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.
- (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** part-time positions shall be combined and posted as a permanent full time position.
- (h) The pre-retirement employee shall be considered on a leave of absence from her full-time position as it relates to pension eligibility.
- (i) The pre-retirement employee shall maintain eligibility in the CBE Pension Plan, 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 Pension fund at the same rate as if the employee had continued to be employed full-time.
- (j) 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.
- (k) Articles 4.09 and 4.10 of this collective agreement shall not apply to pre-retirement employees under this Agreement.

(l) This Letter of intent shall expire on the last day of this collective agreement.

* The parties agree that the issues covered by the noted paragraphs are subject to further discussion and agreement and, therefore the parties shall meet within sixty (60) days from the date of signing to resolve the issues noted.

Dated at Fredericton this 7th day of November 2001.

FOR THE EMPLOYER ON BEHALF OF THE NEW
BRUNSWICK NURSES' UNION

Hon. Elvy Robichaud
Hon. Peter Mesheau
Dorine P. Taylor
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