



**Q1. What are the mobility agreements?**

GNB entered into mobility agreements with unions for Parts I, II, III and IV of the Public Service to facilitate the movement of employees from non-critical to critical services during the COVID-19 pandemic. The mobility agreements allow for flexibility of certain provisions in collective agreements that restrict the reassignment or deployment of employees.

**Q2. Where in the Public Service could employees be reassigned or deployed?**

Employees can be re-assigned to any organization in Part I (government departments), Part II (the education system), Part III (the Healthcare sector) or Part IV (Crown Corporations). However, organizations should first try to fill their staffing needs internally before requesting additional resources from outside their organization.

**Q3. Are the collective agreements still in force?**

The collective agreements are still in force. The Mobility Agreements only allow for flexibility of those articles in the collective agreements that restrict the reassignment or deployment of employees. All other articles continue to apply.

**Q4. How does the employer decide which services are critical?**

Each organization reviews the services it offers to determine if any services can be temporarily reduced or discontinued to ensure continuity of critical services during the COVID-19 pandemic.

**Q5. What is expected of an employee who provides critical services?**

Employees who provide critical services are expected to continue to report to work as directed.

**Q6. If an employee provides critical services, will there be any changes, such as changes in schedules, hours of work or compensation?**

Some changes may be requested or required of employees. However, employees' rates of pay for performing their usual work will not change. Where applicable, overtime and shift premiums will be paid.

**Q7. What is expected of an employee who provides non-critical services?**

Employees who provide non-critical services are expected to continue to report to work as directed. As non-critical services are temporarily reduced or discontinued, employees providing non-critical services may be reassigned or deployed to other areas. Many employees are already reassigned or deployed to critical functions.



**Q8. Can employees be reassigned or deployed to do the work of another bargaining unit?**

An employee may be reassigned or deployed to do the work of another bargaining unit if the employee is qualified to do the work. However, the organizations first look to employees available within the bargaining unit, including any available casuals, before going looking to other employees within their organization.

**Q9. How will employees know of their reassignments or deployments?**

Employees will be notified of the reassignment or deployment by either Human Resources or their immediate supervisor or will be advised that their name is being added to the “redeployment list”. Where the latter, a staff member from the Redeployment Centre will contact the employee to advise them of their reassignment or deployment.

**Q10. How will employees know who to report to while reassigned or deployed?**

Employees will be provided all necessary information upon reassignment or deployed.

**Q11. Will employees receive training for the reassigned or deployed work?**

If employees are reassigned or deployed to work that requires them to perform tasks that they would not ordinarily do, then they will receive any necessary training/orientation. In addition, if employees are being asked to use any equipment, products or personal protective equipment, with which they are unfamiliar, then they will be provided with the required training.

**Q12. How will employees be paid for the reassigned or deployed work?**

Employees will be paid their current rate unless there is a considerably higher rate of pay for the position to which they have been reassigned or deployed. If a substantially higher rate of pay occurs, then the union will be contacted, and the parties will attempt in good faith to resolve the matter by consensus. If the parties are unable to arrive at a consensus the matter will be held in abeyance and will be resolved through mediation or the grievance process after the COVID-19 pandemic has passed. An employee’s rate of pay will never be decreased as a result of being reassigned or deployed to a lower paying job.

**Q13. Which collective agreement applies to employees reassigned or deployed to positions outside of their bargaining unit?**

The “home” collective agreement of the employee will continue to apply during the period of reassignment or deployment. The employee will continue to accrue seniority, continuous service and service for pension in the “home” bargaining unit for the duration of the reassignment or deployment.



**Q14. Could an employee be required to work different days or hours of work while on reassignment or deployment?**

While on reassignment or deployment, an employee may be required to work different hours or days than they ordinarily would, depending on the needs of the organization to which they are reassigned or deployed. For example, an employee who normally works Monday to Friday, 8:15am to 4:30pm, may be reassigned or deployed to work evenings or weekends. Where applicable, overtime and shift premiums will be paid in accordance with the “home” collective agreement of the employee.

**Q15. How far from their regular work location could an employee be reassigned or deployed?**

To the extent possible, employees will not be reassigned or deployed outside of their immediate geographic area and, wherever possible, will be reassigned or deployed within their own facility. If an employee is reassigned or deployed far from their regular work location this would be as a last resort. If an employee is reassigned or deployed far from their regular work location, then the employee shall be allowed time to travel to the alternative work location within the regular hours of work or be compensated for those hours at the appropriate rate of pay in accordance with their “home” collective agreement.

**Q16. If an employee is reassigned or deployed to a position greater than 16 kilometers from their regular work location, will they be provided a kilometric allowance per the GNB travel policy AD-2801?**

Employees who are reassigned or deployed to a work location greater than 16 kilometers from their regular work location will be provided with a kilometric allowance in accordance with the GNB Travel Policy AD-2801.

**Q17. What is the protocol if an employee has a medical issue or disability that does not require accommodation from their current work but would require accommodation in relation to the work to which they are reassigned or deployed? For example, if an employee has a physical condition that does not require accommodation in their regular sedentary job but would require accommodation if reassigned or deployed to more physically demanding work. At what point and to whom should the employee address the request for accommodation?**

Employees will only be reassigned or deployed to perform work that they are physically able to perform. If accommodation is required, employees should inform the person contacting them about the reassignment or deployment.

**Q18. What will happen to an employee who is unable to successfully perform the reassigned or deployed work?**

Employees who are unable to successfully perform the work of the reassignment or deployment will return to their regular position and are to remain available to be reassigned or deployed elsewhere.



**Q19. Do employees have a right to refuse a reassignment or deployment request?**

Employees have the right to refuse an unreasonable reassignment or deployment. If an employee refuses the reassignment or deployment, the Union will be contacted, and the parties will attempt to resolve the matter by consensus. Employees will not be disciplined for the reasonable refusal of a reassignment or redeployment.

**Q20. If an employee believes their reassignment or deployment is dangerous due to COVID-19 concerns, do they have a right to refuse to work?**

Employees in New Brunswick have the right to refuse dangerous work in accordance with occupational health and safety legislation. The ordinary principles for addressing work refusals continue to apply during the COVID-19 pandemic as during normal conditions. Employees should raise any concerns they have with the immediate supervisor.

**Q21. What happens if a dispute arises because of the mobility agreements?**

The parties will attempt to resolve the matter by consensus. Disputes arising out of this agreement that remain unresolved will be held in abeyance and resolved through mediation or the grievance process after the COVID-19 pandemic event has passed.