

LETTER OF AGREEMENT – Mobility of GNB Workforce

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BETWEEN

TREASURY BOARD

AND

THE NEW BRUNSWICK NURSES' UNION

RE: Mobility of GNB Workforce

1. Because of the impact on the New Brunswick Public Service operations created by the COVID-19 pandemic event, the parties agree to a suspension of any collective agreement articles that restricts the deployment and or reassignment of employees to any position, regardless of job specification, within or between Parts I, II, III and IV of the Public Service.
2. Decisions to reassign staff will be made fairly and in good faith; and will be based on skills, ability and experience required for the care of the patients/clients/residents as well as the current staffing levels of the sending site/facility/program. Personal circumstances, including but not limited to: travel distance, child-care and/or elder care etc. will be considered.
3. The parties agree that employees reassigned to work of another bargaining unit shall be trained to deal with:
 - a) Any unfamiliar equipment they may need to use to complete assigned tasks;
 - b) Any unfamiliar products that they may handle to complete the tasks (chemicals, cleaning solutions, etc.);
 - c) Any PPE (Personal Protective Equipment) required to complete the task;
 - d) Basic understanding of the signs and symptoms, how the virus is transmitted and prevention of COVID-19 if required; and
 - e) Basic orientation which should include procedures for personal safety and workplace practices for assigned jobs if required.
4. In the event that an employee refuses a reassignment, the Union will be contacted, and the parties will attempt in good faith to resolve the matter by consensus. No employee shall be disciplined for the reasonable refusal of a reassignment.
5. Employees will be paid their current rate unless there is a considerable difference in rate for the position to which they have been reassigned. If a substantial difference in rate of pay occurs, 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 consensus the matter will be held in abeyance in accordance with paragraph 12 below.
6. The “home” collective agreement of the employee will continue to apply during the period of reassignment. The employee will continue to accrue seniority and continuous service in her or his “home” bargaining unit for the duration of the assignment.
7. The following employees will be paid their regular working hours (no more or no less): 1) casuals who were scheduled to work during the period of critical functions operations; 2) casuals who would have otherwise been scheduled to work; and, 3) part-time employees who regularly work additional hours will be paid for their regular hours of work.

8. Employees will continue to accrue service for pension in their "home" bargaining unit for the duration of the reassignment.
9. The parties recognize that the circumstances surrounding the COVID-19 pandemic event are changing quickly, therefore if either side wishes to amend this agreement the parties will discuss and attempt in good faith to reach agreement on the proposed amendment.
10. This agreement is made on the understanding that the "HR Measures During Critical Functions Operations" flow chart protocol, attached hereto as Appendix "A", remains in effect. This Agreement will terminate automatically if the protocol ceases to operate or is materially altered.
11. Provided that this agreement has not terminated automatically per paragraph 10, it will expire on April 30th, 2020 unless renewed for a specified period by mutual consent of the parties.
12. 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.

FOR THE EMPLOYER:

FOR THE UNION:



Paméla Boulay



Matt Hiltz



Paula Doucet

HR measures during critical functions operations



