

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

NEW BRUNSWICK NURSES' UNION, GROUPS: NURSES, PART III AND NURSE MANAGERS AND NURSE SUPERVISORS;

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, GROUPS: MEDICAL SCIENCE PROFESSIONALS AND SPECIALIZED HEALTH CARE PROFESSIONALS;

AND

CANADIAN UNION OF PUBLIC AND PRIVATE EMPLOYEES, LOCAL 1252, GROUPS: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION, INSTITUTIONAL SERVICES AND PATIENT SERVICES

Re: Mobility of GNB Workforce Within Healthcare During the COVID-19 Pandemic

1. Because of the impact on the New Brunswick Public Service operations created by the COVID-19 pandemic event, the parties agree to discuss the suspension of any collective agreement article that may restrict the deployment and or reassignment of Part I, II or III employees to any position, regardless of job specification, within or to Part III of the Public Service.
2. Employees who are deployed and/or reassigned to alternate work 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 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.
3. Qualified employees will be reassigned or deployed within Part III, firstly from units which will be closed or have their operations curtailed, on the basis of reverse order of seniority (least senior first).
4. The employer will notify the receiving union of the name and location of any deployed or reassigned employee.
5. Upon request, no more than once per week, the employer will provide to the union a list that includes the names, "home" work units/locations and reassigned or deployed work units/locations of their members.
6. Where an employee refuses a deployment or reassignment, the employee's "home" 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. Personal considerations, including but not limited to, travel distance, childcare, eldercare etc. will be taken into account with respect to the reasonableness of a refusal.
7. Employees will be paid their current rate unless there is a considerable difference in the rate for the position to which they have been deployed or reassigned. If a substantial difference in rate of pay occurs, the employee's "home" 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.

8. During their deployment or reassignment, employees may apply for and be granted vacation leave in accordance with their "home" collective agreement and the Memorandum of Agreement re Modified Vacation Scheduling Process during the COVID-19 Pandemic ("MOA"). Every reasonable effort will be made to honour vacation leave approved by the "home" unit or department prior to the deployment or reassignment pursuant to the MOA. Vacation leave requested during the deployment or reassignment will be approved on a first-come first-served basis subject to the operational requirements of the deployment/reassignment unit/department.

9. The "home" collective agreement of the employee will continue to apply during the period of deployment or reassignment. The employee will continue to accrue seniority and continuous service in her or his "home" bargaining unit for the duration of the alternate assignment. Employees will continue to accrue service for pension in their "home" bargaining unit for the duration of the reassignment.

10. The parties recognize that the circumstances surrounding the COVID-19 pandemic are continuously changing. Therefore, if any party wishes to amend this agreement, the parties will discuss and attempt in good faith to reach agreement on the proposed amendment.

11. Reassigned or deployed employees whose "home" positions are being reactivated will be recalled to their "home" position, within two weeks, or as soon as practicable in the circumstances. Where all of the employees in a unit or department are not being recalled at the same time, recall will be in the order of seniority (most senior first). Once an employee's "home" position is reactivated, it will not be backfilled by any other employee unless exceptional circumstances exist (e.g. reassigned or deployed employee has a skillset required to perform or support a critical function and cannot be replaced). The parties acknowledge that operational or administrative considerations may not always allow the immediate return of employees to their "home" positions; however, in all such cases, the employer shall provide reasons to the union.

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.

13. This agreement will expire on February 28, 2021 unless renewed for a specified period by mutual consent of the parties.

Agreed to on January 8, 2021

FOR THE EMPLOYER:



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Paméla Boulay

FOR THE NEW BRUNSWICK NURSES' UNION:




Matt Hiltz

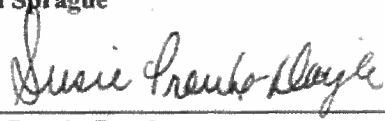


Paula Doucet

FOR THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES:



Leigh Sprague

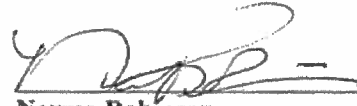


Susie Proulx-Daigle

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1252:



Ralph McBride



Norma Robinson

