

SOURCE	TREAS. B.D.		
EFF.	85	09	01
TERM.	87	08	31
NO. OF EMPLOYEES	197		
NUMBER EMPLOYÉS	<i>S.D.</i>		

**AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

**THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION**

**GROUP: PHARMACY, MENTAL AND PHYSICAL REHABILITATION**

**EXPIRES: AUGUST 31, 1987**

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**THIS AGREEMENT is made and entered into this            day of**

**BETWEEN:                    BOARD OF MANAGEMENT, as represented by the Hospital Boards of the Hospitals under Part III, First Schedule of the Public Service Labour Relations Act, party of the first part;**

**AND:                         THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION, hereinafter called the "Association", party of the second part.**

**PREAMBLE**

**WHEREAS it Is the intention and purpose of the parties to this Agreement to maintain settled conditions of employment between the Employer, the employees, and the Association, to Improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.**

**NOW, THEREFORE, the parties agree as follows:**

**ARTICLE 1 - RECOGNITION**

**1.01            The Employer recognizes the Association as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 032 HD 1 b applies.**

**ARTICLE 2 - APPLICATION OF AGREEMENT**

**2.01            This Agreement applies to and is binding on the Association, the employees, the Employer and its representatives.**

**ARTICLE 3 - PROVINCIAL SECURITY**

**3.01            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 the health, safety or security of the people of the Province.**

**ARTICLE 4 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT**

4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void, or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision that was rendered null and void, or was materially altered.

**ARTICLE 5 - DEFINITIONS**

5.01 "Association" shall mean the New Brunswick Public Employees Association, which is the Certified Bargaining Agent of the Unit.

5.02 (a) "Employer" shall mean Board of Management as represented by the Hospital Boards of the Hospitals listed under Part III of the First Schedule of the Public Service Labour Relations Act.

(b) "Hospital" shall mean any institution listed under Part III of the First Schedule of the Public Service Labour Relations Act.

5.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 032 HO 1 b.

5.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than:

(a) a person not ordinarily required to work more than one-third (1/3) the number of hours stipulated as the normal workweek; and

(b) a person employed on a casual or temporary basis unless he has been so employed for a continuous period of six months or more.

5.05 "Casual" or "Temporary" basis shall mean those cases where a person is engaged to work for a period of time with an anticipated duration of less than six months. Where the services of a person engaged to work for a period of less than six months is terminated and the person is reappointed, or appointed, for a further period within fifteen (15) working days of the date of termination, the person shall be considered to have continuous service for both periods of employment as well as any further periods of employment, resulting from termination of services and reappointment, or appointment within a fifteen (15) working day period.

5.06 **Employee may be subdivided into the following categories:**

(a) **"Full-time Employees" which are those who normally work the full normal workweek; and**

(b) **"Part-time Employees" which are those who normally work less than the full normal workweek.**

5.07 **In this Agreement, except as herein defined, words defined in the Public Service Labour Relations Act have the same meaning as in that Act.**

5.08 **In this Agreement, words defined in the Interpretation Act, and not defined in the Public Service Labour Relations Act, have the same meaning as in the Interpretation Act.**

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 **All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Unit as being retained by the Employer.**

#### **ARTICLE 7 - DISCRIMINATION**

7.01 **There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Association or in contravention of the Human Rights Act of the Province of New Brunswick.**

#### **ARTICLE 8 - STRIKES AND LOCKOUTS**

8.01 **There shall be no strikes, walkouts or other similar interruptions of work during the term of this Agreement.**

#### **ARTICLE 9 - ASSOCIATION SECURITY**

9.01 **The Hospital shall deduct from the wages due to every employee an amount equal to the regular monthly dues of the Association.**

9.02 **The Hospital shall deduct from the wages of every part-time employee, who has completed his probationary period of 975 hours, an amount equal to the regular monthly dues of the Association.**

9.03 **Before the Hospital is obliged to deduct any amount under this Article, the Association must advise the Employer in writing of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated officials of the Association, after which such changed amount shall be the amount to be deducted and so from time to time. There shall be only one change made per calendar year.**

9.04 The sums deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the sum so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Association will continue to be voluntary.

9.05 Where feasible, the Employer shall indicate on each employee's Income tax (T-4) slip the total amount of Association dues deducted for the previous income tax year.

#### **ARTICLE 10 - SETTLEMENT THROUGH DISCUSSION**

10.01 If an employee has a complaint, he should discuss it with his supervisor within three full working days of the circumstances giving rise to the complaint.

10.02 In the event the employee and his supervisor cannot resolve the complaint, the employee may then seek redress through the Grievance Procedure as though it were a grievance.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

11.01 Subject to and as provided in Section 91 of the Public Service Labour Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 11.02 except that:

(a) where there is another administrative procedure provided to deal with his specific complaint such procedure must be followed, and

(b) where the grievance related to the interpretation or application of this collective agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Association.

11.02 **STEP ONE:** Within twenty days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Public Service Labour Relations Board to his immediate supervisor or to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten working days from the date on which he presented his grievance to his Immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

**STEP TWO:** Within ten working days from the expiration of the ten-day period referred to in Step One, the employee may present his grievance in writing at the second level of the grievance process, either by personal service or by mailing by registered mail, to his Immediate supervisor or to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within ten working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

**STEP THREE:** Within ten working days from the expiration of the ten-day period referred to in Step Two, the employee may present his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his Immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Hospital in which he is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 12 (Adjudication) hereof, within fifteen working days of the date on which he should have received a reply from the person designated as the final level.

11.03 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Association.

11.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in New Brunswick Regulation 84-130.

11.05 The parties may mutually agree to extend the time limits specified herein provided that such agreement is in writing.

## **ARTICLE 12 - ADJUDICATION**

**12.01 The provisions of the Public Service Labour Relations Act and Regulations governing the Adjudication of Grievances shall apply to Grievances lodged under the terms of this Agreement.**

**12.02 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as he may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision.**

**12.03 An Adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.**

## **ARTICLE 13 - DISCIPLINE**

**13.01 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.**

**13.02 Where an employee is disciplined by suspension without pay or by discharge, the Hospital shall, within ten (10) days of the suspension or discharge, notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.**

**13.03 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.**

**13.04 Where an employee alleges that he has been suspended or discharged in violation of clause 13.01 he may within ten (10) days of the date on which he was notified in writing or within twenty (20) days of the date of his 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 13.01 he shall lodge his grievance at the final level of the grievance procedure.**

**13.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 13.01 that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following his reinstatement.**



13.06 A suspension without pay shall be for a specified period of time not exceeding forty (40) working days.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 (a) A workday shall be one seven and one-half (7 1/2) hour period exclusive of the meal period.

(b) A workweek shall be:

(i) five (5) workdays per week, or

(ii) five (5) workdays per week averaged over a four (4) week period.

14.02 Except by mutual agreement between the employee and the Employer, time off between workdays shall not be less than fifteen (15) hours, exclusive of overtime hours.

14.03 (a) Where an employee is required to work other than a normal workweek of five (5) days on a regular basis, the Employer shall provide the employee with a schedule of his workdays so as to keep him informed of his workdays fourteen (14) calendar days in advance.

(b) Except where operational requirements preclude advance notification, the Employer agrees to give fourteen (14) days advance notice of any intent to change an employee's scheduled workdays.

14.04 An employee's scheduled workdays shall not be changed solely for the purpose of avoiding payment for overtime services.

14.05 Provided sufficient advance notice is given, as determined by the employee's supervisor, employees may exchange shifts if there is no increase in cost to the Employer and the employee's supervisor authorizes the exchange.

14.06 Overtime - Work performed in excess of a workday as defined in 14.01(a) or a work week as defined in 14.01(b) (i) (ii), shall constitute overtime.

14.07 At the employee's choice, overtime shall be compensated either by one and one-half (1 1/2) times off for the hours worked or payment at the overtime rate of pay for hours worked.

The overtime rate of pay shall be at one and one-half (1 1/2) times the regular hourly rate of pay contained in Schedule "A" of this Agreement for hours worked.

Time off shall be scheduled by the Hospital consistent with the efficient operation of the service. Where time off is not taken within thirty (30) days of the date on which it was worked, the employee shall be paid for that overtime at the overtime rate, unless otherwise mutually agreed to extend such thirty (30) day period. This clause only applies to full-time employees.

14.08 Overtime shall be authorized by the Employer in advance and in writing if possible.

14.09 Overtime shall not be claimed or received for periods of fifteen (15) minutes or less at the end of a workday. Where overtime in excess of fifteen (15) minutes is worked at the end of a workday, the initial fifteen (15) minutes shall be included in the calculation of overtime.

14.10 No employee shall be paid overtime more than once for the same hours so worked.

#### **ARTICLE 15 - STANDBY, CALL BACK AND SHIFT DIFFERENTIAL**

15.01 A standby duty roster and schedule may be established at certain Hospitals when, in the opinion of the Employer, it is necessary. Standby duty shall be scheduled as equitably as possible among affected employees.

15.02 Employees who are required by the Employer to standby shall receive standby pay at the rate of ninety (90) cents per hour. Effective the first complete pay period following September 1, 1986 such standby pay will increase to the rate of one dollar and five (\$1.05) cents per hour. Effective the first complete pay period following March 1, 1987 such standby pay will increase to the rate of one dollar and fifteen (\$1.15) cents per hour.

15.03 An employee who is scheduled for standby duty shall be available during his period of standby at a known telephone number. If called, such an employee must report for work as quickly as possible.

15.04 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with clause 15.05. In addition, he shall receive standby duty pay in accordance with clause 15.02. No compensation shall be paid for the total period of standby if the employee is unable to report for work as required.

15.05 When an employee who has left the hospital is called back to work, or when an employee is on standby duty and is called back to work, he shall be paid a minimum of two (2) hours pay to a maximum of eight (8) hours pay at the overtime rate during any eight hour period.

15.06 An employee who is called back to work shall be paid an allowance to assist in defraying the cost of transportation as follows:

(a) reimbursement for actual taxi fare paid by the employee for travel from his place of residence to the Hospital and return, but not to exceed \$8.00 for the round trip.

or

(b) an amount - that is equal to the actual taxi fare from his place of residence to the Hospital and return, for the use of a privately-owned vehicle, but not to exceed \$5.00 for the round trip.

15.07 Clause 15.06 does not apply when transportation is provided or arranged by the Hospital, or where an employee lives on the hospital premises.

15.08 A shift differential of one dollar and eighty-nine (\$.89) cents per shift will be paid effective the first complete pay period following September 1, 1986, to all employees who work an eight (8) hour shift in which the majority of hours fall between 1700 hours and 0800 hours. Effective the first complete pay period following March 1, 1987 such shift differential will increase to two (\$2.00) dollars per shift.

#### **ARTICLE 16 - RETROACTIVITY**

16.01 Unless otherwise stated in the agreement, all' new wages are retroactive to September 1, 1986.

16.02 (a) All present employees are entitled to retroactive pay for all hours worked.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired or died after August 31, 1986; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

16.03 Other employees who were employed on September 1, 1986, and who are not employed on 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 45 calendar days from the date of signing of this Agreement.

16.04 The changed provisions of the Articles listed hereunder shall be effective on the date of *signing* of this Agreement:

Article 7  
Article 14  
Article 20  
Article 22  
Article 24  
Article 26  
Article 27  
Article 29  
Article 30  
Article 42  
Article 57

**ARTICLE 17 - RATE OF PAY ON PROMOTION**

17.01 When an employee is promoted, he shall move to the step of the salary range for the new position that will increase his salary at least five percent, provided that such increase does not exceed the maximum for the new position, or to the minimum for the new position, whichever is greater.

17.02 In the case of leave of absence without pay, the pay Increment date shall be adjusted accordingly.

17.03 The pay increment date as determined in accordance with other clauses of this Agreement shall not change by reason only of the employee's promotion.

**ARTICLE 18 - MERITORIOUS INCREASE**

18.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the performance of the employee.

18.02 The Employer, on an employee's anniversary date, may grant a pay increment to that employee provided he has not reached the maximum rate of pay for the position.

18.03 The Employer shall notify the employee when an annual increment is not granted. Such notice shall contain the Employer's reason for not granting the merit increase.

18.04 Where an employee is not granted a pay Increment because of an omission or error the employee may be granted the increase retroactive to his anniversary date for such Increment.

18.05 Where an employee is not granted a pay 'increment and the reason for not granting the increment is remedied or ceases to exist within three months following his anniversary date, a pay increment may be granted to the employee on the first day of the month which is three months following his anniversary date.

18.06 Where a pay Increment is granted to an employee under Article 18.05, the employee's anniversary date shall not change.

## **ARTICLE 19 - ANNIVERSARY DATE**

19.01 The anniversary date of an employee who commences work prior to or on the fifteenth day of the month shall be the first working day of that month.

19.02 The anniversary date of an employee who commences work later than the fifteenth day of the month shall be the first of the month next following the month in which he was employed.

## **ARTICLE 20 - TEMPORARY ASSIGNMENTS**

20.01 Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who assume the major portion of the duties of the higher rated position for a period in excess of five (5) consecutive working days, such pay to be retroactive to the first day of assignment.

20.02 Where a position is temporarily vacant for a period in excess of five (5) consecutive days, the Hospital shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

20.03 Eligible employees shall be paid that step in the pay scale of the higher classification which will provide a minimum of five percent (5%) increase, but in no case will it exceed ten percent (10%) or the maximum for the position to which they are temporarily assigned.

20.04 An employee required to fill temporarily a classification for which is paid a lower rate than that paid for such employee's regular work shall not receive any reduction in pay by reason thereof, provided that work was available during the same period at the employee's regular occupation.

20.05 Employees whose classification normally requires them to relieve for their superiors during any leave of absence shall be paid temporary assignment pay after fifteen (15) days in the higher rated position retroactive to the first date of assignment but shall not be paid the higher rate of pay when relieving their superiors who are absent on vacation leave.

## **ARTICLE 21 - POSITION CLASSIFICATION**

21.01 It is the right of the Employer to determine and establish position classifications and/or reclassifications.

21.02 The Employer agrees to provide the Association with job specifications for classifications listed in Schedule "A" as they are created and revised.

21.03 **When any classification not covered In Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Association.**

21.04 **Where the Association and/or an employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Association may submit the matter for review to the administrator. The administrator shall forward the matter to the Job Survey Committee of the New Brunswick Hospital Association for review, which shall make a finding within 60 days. If the decision of the Job Survey Committee is not satisfactory or a decision is not received, the dispute shall be settled as provided in the Public Service Labour Relations Act.**

## **ARTICLE 22 - SENIORITY**

22.01 **When an employee completes the probationary period his seniority shall accumulate from the date of last appointment.**

22.02 **When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate during such leave of absence.**

22.03 **Seniority shall be forfeited by an employee for any of the following reasons:**

**(a) the employee voluntarily leaves the service of the hospital;**  
**(b) the employee is discharged for just cause;**  
**(c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension; and**  
**(d) the employee is laid off for a period of twelve (12) months or more.**

## **ARTICLE 23 - PROBATIONARY PERIOD**

23.01 **Every employee shall undergo a probationary period of six months upon initial appointment or promotion to regular staff.**

23.02 **The Administrator may reduce or waive the probationary period in the case of transfer or promotion.**

23.03 **At any time during' the initial probationary period the Administrator may give notice to the employee that he intends to reject the employee at the end of such notice period as may be established by the Administrator. Such notice of rejection is not considered to be a matter for grievance.**

23.04 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

#### **ARTICLE 24 - SENIORITY LIST**

24.01 The Employer shall prepare a list of employees and make this list available to the employees in the bargaining unit and forward a copy to the Association during May of each year.

24.02 The list of employees shall include the classification, the commencement date and the number of regular hours worked of each employee.

#### **ARTICLE 25 - LAYOFF AND RECALL**

25.01 In any case of layoff of an employee, all other things being equal, seniority is to prevail. No new employee is to be hired until all employees on layoff have been offered a first refusal of the position or positions vacant. Layoff is to be in reverse order of seniority and recall to be in direct order of seniority.

25.02 A layoff will be a termination of employment and recall rights will lapse if the layoff lasts more than twelve consecutive months without re-employment.

25.03 Where the Employer intends to lay off an employee, the employee shall be given not less than sixty (60) calendar days' notice of such layoff, and where less than sixty (60) calendar days' notice is given, the employee shall continue to receive his pay for sixty (60) calendar days after such notice is given.

#### **ARTICLE 26 - RESIGNATIONS**

26.01 Employees who intend to resign shall give the Hospital a minimum of 30 calendar days' notice.

#### **ARTICLE 27 - VACATIONS**

27.01 An employee who has earned at least ten days' pay in a calendar month shall earn vacation leave at the following rates:

(a) one and one-quarter (1 1/4) days if the employee has completed less than five (5) years of continuous employment;

(b) one and two-thirds (1 2/3) days If the employee has completed five (5) years of continuous employment;

(c) two and one-twelfth (2 1/12) days If the employee has completed twenty (20) years of continuous employment.

**27.02 The hospital shall establish the vacation year and post the dates on the bulletin board for the information of the employees.**

**27.03 Vacation credits earned in accordance with Clause 27.01 shall be taken in the following vacation year.**

**27.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with Article 27.01 above, unless the employee exercises his rights in accordance with Article 48.01 (5).**

**27.05 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation sought to be carried forward.**

**27.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 13 exceeds one-half the number of working days in any month, no vacation credits shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.**

**27.07 Employees shall be given their choice of vacation periods according to the length of continuous service within the department provided that the Employer reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service. Employees shall notify the Hospital in writing, prior to April 15th, of their choice of vacation dates.**

**27.08 If one of the holidays referred to in Article 28.01 falls or is observed on a regular working day during an employee's vacation he shall be granted an additional day's vacation on what would have been his first succeeding working day following his vacation in lieu of such holiday unless otherwise mutually agreed.**

**27.09 Where an employee becomes hospitalized or confined to home on a Doctor's orders for a period exceeding five (5) days, while on annual vacation, the employee shall be granted sick leave for the period of time that he is ill, including the five days, rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer upon the employee's return and the Employer is notified at the time of the illness that sick leave will be claimed.**

**27.10 The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave.**



**ARTICLE 28 - HOLIDAYS**

**28.01 All employees shall receive one day paid leave for each of the following holidays each year:**

- (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;**
- (l) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.**

**28.02 Clause 28.01 of this Article shall not apply to an employee during any period that an employee is on a leave of absence without pay for more than thirty (30) consecutive days, absent without leave, receiving benefits under the Worker's Compensation Act, or under suspension.**

**28.03 Where the Employer requires an employee to work on a regular shift on a holiday, the employee shall be compensated by payment for the hours of work performed at a rate equal to the overtime rate and the employee shall have his holiday rescheduled on a mutually acceptable date.**

**28.04 Where an employee is required to work on a holiday when he is not scheduled to work, he shall be compensated for the hours worked at a rate equal to the overtime rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday.**

**28.05 Where an employee is not scheduled to work on a holiday but is required to remain on standby on that day, he shall be compensated:**

- (i) in accordance with Clause 15.02**

**and**

**(ii) at a rate equal to the overtime rate for the hours worked while on standby duty.**

**In addition to (i) and (ii) above, the employee shall receive his regular pay for the holiday, and shall be granted another day off with pay in lieu of the holiday.**

28.06 Where a holiday falls in an employee's scheduled vacation period or on an employee's regular or scheduled day off, the employee shall be granted another day in lieu thereof and such day shall be taken within thirty (30) days unless otherwise mutually agreed.

#### **ARTICLE 29 - SICK LEAVE**

29.01 Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half days per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty (240) days.

29.02 An employee appointed on the first working day of the month shall be eligible to accumulate sick leave credits from that date.

29.03 An employee appointed on any date other than the first working day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

29.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 13 exceeds one-half the number of working days in any 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.

29.05 Where the continuous period of absence begins in one month and extends into the following month, sick leave credit; shall not accumulate for each thirty (30) day period of the absence.

29.06 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; and

(c) days on which the employee is absent from work while receiving Workers' Compensation benefits to a maximum of twelve (12) months.

29.07 In any case of absence due to sickness or accident the matter must be reported as soon as possible to the Supervisor or Department Head.

29.08 Where an employee is absent for part of his shift because of illness, deduction from sick leave credits shall be made in accordance with the following:

(a) 5 1/2 hours or more on duty - no deduction.

(b) 2 hours or more on duty, but less than 5 1/2 hours - 1/2 day sick leave.

(c) less than two hours on duty - 1 day sick leave.

29.09 An employee who has used up his sick leave credits, or has not yet earned sufficient credits may be granted advanced sick leave without loss of pay for a period up to fifteen days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

29.10 Where the employment of an employee who has been granted advanced sick leave in accordance with 29.09 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment.

#### ARTICLE 30 - MATERNITY LEAVE

30.01 Every employee who becomes pregnant shall, not later than the fifth (5th) month of her pregnancy:

(a) request maternity leave to commence on a date that is within the three (3) month period immediately preceding the expected date of delivery; or

(b) give notice of resignation to be effective within the three (3) month period immediately preceding the expected date of delivery.

30.02 An employee requesting maternity leave shall submit, with the application for leave, a statement from her physician indicating that employment to the date specified in the application will not be injurious to her health providing unforeseen complications do not arise.

30.03 Where an employee submits to the Hospital a certificate from a qualified medical practitioner stating that her health so requires, the Hospital shall grant maternity leave to the employee to commence earlier than the three (3) months before the expected date of delivery.

30.04 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.

30.05 Maternity leave will continue for a period of two (2) months from the date of delivery unless sooner terminated by the employee's resignation or return to work.

30.06 When an employee on maternity leave wishes to return to work she shall give the Hospital notice of the fact at least fifteen (15) working days prior to the date that she will be ready to return to work, and shall submit the written approval of a qualified medical practitioner.

30.07 An employee who returns to work on or before the last day of the second month following the date of delivery shall retain her position on the Plan of Organization in the same Department of the Hospital that she held prior to and during the period of her temporary absence on maternity leave.

30.08 An employee who returns to work in accordance with Article 30.07 shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

30.09 Subject to Article 30.08 an employee on maternity leave who does not return to work within the two (2) month period referred to in Article 30.05 will be considered to have resigned her position on the last day of the aforementioned second month.

30.10 The Employer may extend the two (2) month period referred to in Article 30.05.

30.11 An employee, who resigns her position in accordance with Article 30.01 or 30.09 for maternity reasons, shall retain benefits if she becomes re-employed in a Hospital in accordance with Article 48, Portability.

30.12 Employees do not accrue sick leave or vacation leave benefits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

30.13 Maternity leave shall not be made available to persons who are not employees as defined by the Public Service Labour Relations Act.

30.14 Prior to the commencement of maternity leave, sick leave will be granted to an employee upon presentation of a medical certificate.

30.15 An employee who is granted maternity leave shall be permitted to use ten (10) days of their accumulated sick leave credits, at the commencement of her maternity leave.

30.16 Notwithstanding any of the above, maternity leave shall expire not later than two (2) months after delivery date unless the three (3) months she was entitled to before the delivery date were deferred in which case the number of days not used shall be added to the two (2) months after the delivery date.

30.17 Any employee adopting a child shall, upon request in writing, be granted a leave of absence without pay for a period of up to seventeen (17) weeks after placement of the child. The employee shall advise the Hospital as far in advance as possible with respect to the prospective adoption.

Should both the husband and wife be employed in the Public Service of New Brunswick, only one request for such leave shall be requested.

30.18 **While on maternity leave, the employee may, if permissible under the relevant Group Insurance or pension plan, continue contributions, including that of the Employer, during the period of such leave.**

30.19 **An employee on maternity leave, whose pregnancy is terminated for any reason other than normal delivery, may return to work in accordance with Article 30.07 and 30.08 provided she gives ten (10) working days' notice within the two (2) months from the date her pregnancy terminated.**

30.20 **A male employee may be granted one (1) day leave with pay for needs directly related to the birth of his child.**

#### **ARTICLE 31 - EDUCATIONAL LEAVE**

31.01 **(a) Employees shall be granted leave with pay and be reimbursed for reasonable travel expenses by the Employer for the purpose of attending refresher courses or professional seminars where the Employer requests the employee's participation.**

**(b) Employees authorized to attend such courses or seminars at their own request may be granted leave with or without pay and may be reimbursed for reasonable expenses at the discretion of the Employer. Where the credits of such courses or seminars are required to maintain registration or eligibility for registration, leave with pay shall be granted up to a maximum of ten (10) days averaged over a three year period.**

**(c) Education Leave shall be apportioned as equitably as possible.**

#### **ARTICLE 32 - EMERGENCY LEAVE**

32.01 **The employee shall have the right to apply for leave of absence with pay:**

**(a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;**

**(b) where circumstances not directly attributable to the employee prevent his reporting for duty;**

**(c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work; and,**

**(d) for any similar reason deemed appropriate by the Employer.**

### **ARTICLE 33 - MISCELLANEOUS LEAVE**

**33.01 The Employer may at his discretion, and upon such terms as he deems advisable, grant leaves of absence with or without pay to an employee.**

### **ARTICLE 34 - CONFERENCE ASSIGNMENT**

**34.01 Where an employee requests permission to attend a conference or seminar and the Administrator grants permission to the employee to attend a conference or seminar the Administrator shall determine prior to the conference or seminar what payments will be made to the employee for his expenses.**

**34.02 An employee on conference assignments shall have "on duty" status.**

### **ARTICLE 35 BEREAVEMENT LEAVE**

**35.01 Employees shall be granted up to five consecutive calendar days leave of absence without loss of salary to attend the funeral or to attend to funeral arrangements of a brother, sister, wife, husband, son, daughter, mother, father, a person acting In loco parentis, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Where the burial occurs outside the province, such leave shall include, as well, reasonable travelling time, the latter not to exceed two working days. Additional compassionate leave of absence with pay, requested for the purpose of attending a funeral at a distance, shall be considered by the Employer. Other requested compassionate leave of absence with pay shall be subject to consideration by the Employer.**

**35.02 An employee shall be granted bereavement leave in the event of the death of the employee's niece, nephew, aunt or uncle without loss of pay for one working day in order to attend the funeral provided that such employee attends the funeral.**

### **ARTICLE 36 - PALLBEARER LEAVE**

**36.01 One-half day's leave may be granted to attend a funeral as a pallbearer. An additional one-half day's leave may be granted for travelling time.**

**ARTICLE 37 - COURT LEAVE**

**37.01 The Employer shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is required:**

- (a) to serve on a jury, or**
- (b) to attend as a witness In any proceeding held:**
  - (i) in or under the authority of a court of justice,**
  - (ii) before a court, judge, or coroner,**
  - (III) before a legislative assembly or house of assembly, or any committee thereof that Is authorized by law to compel the attendance of witnesses before It, or**
  - (Iv) before an arbitrator or umpire, or a 'person or body of persons authorized by law to make an Inquiry, and to compel the attendance of witnesses before it.**

**37.02 Any employee who receives fees for court attendance, pursuant to this article, shall turn such fees over to the Employer.**

**ARTICLE 38 - TIME OFF FOR ASSOCIATION BUSINESS**

**38.01 Meetings during the Grievance Process**

**(a) Time off for Liaison Officers--A liaison officer shall obtain the permission of his immediate supervisor before leaving his work to Investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by management. Such permission shall not be unreasonably withheld.**

**(b) Employee Presenting a Grievance--Where operational requirements permit, the Employer will grant to an employee:**

- (I) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;**
- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held In his district and leave without pay when the meeting is held outside his district;**
- (III) where an employee has presented a grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.**

(c) **Employee Who Acts as a Representative**--Where an employee wishes to represent at a meeting with the Employer an employee who has presented a grievance, the Employer will, where operation requirements permit, grant time off with pay to the representative when the meeting is held in his district and leave without pay when the meeting is held outside his district.

(d) **Grievance Investigation**--Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of an employee organization wishes to discuss the grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his district and leave without pay when it takes place outside his district.

**38.02 Contract Negotiations Meetings**

The Employer will grant leave with pay to an employee for the purpose of attending contract negotiations meetings. At the conclusion of such negotiations, the Public Employees Association shall pay to the Hospital concerned an amount equal to the gross daily salary plus an amount equal to the Employer's share of the C.P.P. and U.I.C. contribution for each employee for each day he is negotiating.

**38.03 Preparatory Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

**38.04 Meetings between Employee Organizations and Management**

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

**38.05 Employee Organization Executive Council Meetings, Annual General Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend employee organization Executive Council Meetings, Annual General Meetings and Conventions.

**38.06 Liaison Officers' Training Courses**

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Liaison Officer on behalf of an employee organization to undertake training related to the duties of a Liaison Officer.

**38.07 Association Employment**

An employee who is elected or selected for a full-time position with the Association, or any body with which the Association is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one year. Such leave shall be applied for to the Employer each subsequent year.



**38.08 The Association will Inform the Hospital In writing of the names of their Liaison Officers charged with the responsibilities outlined In Article 38.**

**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.**

**It Is mutually agreed that both the Hospital and Association shall cooperate to the fullest extent possible towards the prevention of accidents, and In reasonable promotion of safety and health.**

**ARTICLE 40 - GROUP LIFE INSURANCE**

**40.01 The Employer agrees to deduct insurance premiums from the salary of any employee In the Bargaining Unit who authorizes the Employer in writing to ma& such deductions and shall remit the deducted premiums to the Bargaining Agent at the request of the employee.**

**ARTICLE 41 - BLUE CROSS/BLUE SHIELD**

**41.01 The hospital agrees to provide to employees registered in the New Brunswick Hospital Medical Plan, semi-private or better accommodation without differential charges. Similar courtesy will be extended to adult dependents of employees. (Such facilities are not available to children on the Paediatric Floor, nor to Infants In the Nursery.) 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.**

**41.02 The Employer shall pay fifty percent of the cost of premiums of Blue Cross/Blue Shield Plan 4S or Its equivalent for all employees and their dependents. This provision shall apply to employees who agree to pay the other fifty percent of the premiums and who have completed the probationary period.**

**ARTICLE 42 - INJURED ON DUTY**

**42.01 All of the employees in the unit shall be covered by the provisions of the Workers Compensation Act of the Province of New Brunswick.**

42.02 The absence of an employee who is receiving compensation benefits under the Workers Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

#### **ARTICLE 43 - RETIREMENT**

43.01 The normal retirement age shall be sixty-five (65) years of age. However, employees who wish to remain at work past sixty-five (65) shall be permitted to extend employment on a yearly basis provided they are in good health and their work performance is satisfactory.

43.02 Authority for granting yearly extensions rests with the Hospital.

43.03 An employee shall be granted the right to an early retirement in accordance with the provisions of the New Brunswick Hospitals' Employee Pension Plan or any other existing plan.

#### **ARTICLE 44 - RETIREMENT ALLOWANCE**

44.01 When an employee having continuous service of five years or more retires or has his employment terminated due to disability, death, age or is laid off, the Employer shall pay such an employee or beneficiary a severance allowance equal to five days' pay for each full year of continuous service, but not exceeding one hundred and twenty-five days' pay, at the employee's regular rate of pay.

44.02 When an employee has a permanent disability and requests to retire, or when the Employer 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 composed as follows: one doctor appointed by the Union, one doctor appointed by the Employer 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, the said employee shall receive pay for any accumulative severance leave 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 45 - PENSIONS**

45.01 Any pension plan in effect on the signing date of this Agreement shall continue to apply during the term of this Agreement.

#### **ARTICLE 46 - TRAVEL REGULATIONS**

46.01 The New Brunswick Travel Regulations in force from time to time shall apply to the employees in the Bargaining Unit.

#### **ARTICLE 47 - TRANSFER OF BENEFITS**

**47.01** Upon leaving the Unit to become employed In another part of the Public Service, or entering the Unit Immediately following employment in another Part of the Public Service,

- (a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,**
- (b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,**
- (c) an employee is entitled to Include the number of years continuous employment In the Public Service for purposes of calculating vacation leave and retirement allowance entitlements,**
- (d) an employee shall be entitled to transfer his accumulated pension credits to any other pension plan that is applicable upon his becoming employed In another part of the Public Service.**

#### **ARTICLE 48 - PORTABILITY**

**48.01** An employee who accepts employment In a Hospital listed In Part III, First Schedule of the Public Service Labour Relations Act within sixty (60) calendar days of the resignation date from another Hospital listed In Part III of such Act shall be deemed to have been on leave of absence without pay for this period. Such employees shall retain portability respecting:

- (1) accumulated sick leave;**
- (2) pension plan In accordance with the provisions of the Pension Plan for Employees of New Brunswick Hospitals;**
- (3) retirement allowance;**
- (4) group life Insurance where applicable and In accordance with the provisions of Group Life Insurance Plans;**
- (5) vacation entitlement and accrued credits.**

#### **ARTICLE 49 - POSTING OF VACANCIES**

**49.01** When a vacancy occurs or a new position is created within the Bargaining Unit, either of which constitutes a promotion, the Employer shall post notice of the position on the bulletin board for a minimum of seven working days.

49.02        **Such notice shall contain the following Information:**

- (1) **nature of position;**
- (2) **qualifications; and**
- (3) **salary rate or range.**

**ARTICLE 50 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

50.01        **Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee comprising of a maximum of four (4) representatives of the Association and employees combined and a maximum of four (4) representatives of the Employer.**

50.02        **The parties agree that the Committee shall be 'employed as a forum for meaningful consultation on the interpretation of any article of the Collective Agreement whenever required, contemplated changes In conditions of employment or working conditions and any other matters of mutual Interest to the parties.**

50.03        **A meeting of the Committee shall be convened by the parties within five days of the date that either party receives an agenda from the other that any matter as outlined under 50.02 needs to be referred to joint consultation, and it shall be Incumbent upon the party receiving notice to establish the date of meeting within the five days or make such other arrangements as is acceptable to the party that Issued the notice.**

50.04        **Any Agreement reached by the Committee shall be binding on the parties to this Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be distributed by the party or parties through their regular channels of communication.**

50.05        **The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.**

50.06        **No employee serving on this Committee shall lose salary or other benefits due to an absence or absences from work under this Article. The expenses of the representatives attending a Committee Meeting will be borne by their respective parties.**

50.07        **Should the Committee fall to reach agreement on a matter of interpretation or settlement of a dispute either party may refer Its differences In accordance with the provisions of the grievance procedure Including adjudication.**

**ARTICLE 51 - MALPRACTICE INSURANCE**

51.01        **The employees In the Bargaining Unit shall continue to be covered by the Hospital's malpractice Insurance.**

**ARTICLE 52 - UNIFORMS**

**52.01 All apparel and equipment supplied to an employee by the Employer shall be cleaned or repaired at the Employer's expense.**

**52.02 Where an employee's clothing is subject to undue wear and tear, while in the performance of his duties as stipulated by the Employer, due to circumstances associated with the work environment, lab coats or any other protective clothing shall be supplied by the Employer, at its expense.**

**ARTICLE 53 - BULLETIN BOARDS**

**53.01 The Employer agrees to make available space on existing bulletin boards for the posting of Association Notices.**

**ARTICLE 54 - SAINT JOHN REGIONAL HOSPITAL EMPLOYEES  
(FORMERLY WEST SAINT JOHN COMMUNITY HOSPITAL)**

**54.01 The employees in the Bargaining Unit formerly employed in the West Saint John Community Hospital who are referred to as employees "A" in Part V of the Agreement between the Government of Canada and the Province of New Brunswick conveying the Lancaster Hospital to the Province shall continue to receive any benefit they are entitled to pursuant to the provision of that agreement, and for such purpose that agreement shall be an enforceable part of this Agreement respecting any right, privilege, benefit, remuneration or compensation which has accrued to the benefit of such employees who elected to accept employment with the Province of New Brunswick by virtue of the terms of that Agreement.**

**ARTICLE 55 - COMMUNICATIONS**

**55.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Association may be given by mail as follows:**

**TO THE EMPLOYER:** Director of Labour Relations  
Board of Management  
P. O. Box 6000  
Fredericton, N.B.  
E3B 5H1

**TO THE ASSOCIATION:** The Executive Director  
N.B. Public Employees Association  
P. O. Box 95  
Fredericton, N.B.  
E3B 4Y2

**ARTICLE 56 - COPIES OF AGREEMENT**

56.01 **The Employer shall provide a sufficient number of bilingual copies of this Agreement as soon as practicably possible so that each employee In the Bargaining Unit may have a copy within a reasonable time after the execution of this Agreement.**

56.02 **The Employer shall supply any new employee with a copy of this Agreement as soon as possible after the employee has commenced his employment.**

**ARTICLE 57 - SALARIES**

57.01 **The rates of pay for full-time employees shall be In accordance with the rates set out In the attached Schedule "A" which forms part of this Agreement.**

57.02 (a) **Present part-time employees who, when the previous collective agreement expired, were paid on a prorated basis from the rates In Schedule "A" may continue to be paid on that basis. They shall accumulate vacation, holidays and sick leave and other cumulative benefits on a prorated basis.**

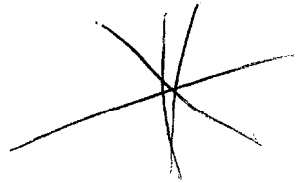
(b) **Present part-time employees paid on a prorated basis In accordance with Schedule "A" may at any time elect to be paid from the designated rates In Schedule "B". Once such an employee elects to be paid on this basis, he cannot revert to the prorated basis.**

(c) **All other part-time employees shall be paid from the designated rates In Schedule "B" as of the date of signing of this Agreement. They will not be entitled to accumulate vacation, holiday, sick leave or other cumulative benefits. Article 28 (Holidays) and Article 14 (Overtime) does not apply.**

(d) **A part-time employee shall be eligible to an annual Increment upon completion of each 1957.5 regular hours of work or multiples thereof.**

(e) **A part-time employee shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay contained In Appendix "A" for all hours worked In excess of seven and one half (7 1/2) hours worked In any one (1) day or for all hours worked In excess of thirty-seven and one-half (37 1/2) hours In a week averaged over a four (4) week period.**

(f) **A part-time employee on the all-inclusive rate contained In Schedule "B" shall be granted a leave of absence without pay, on a yearly basis, for a period of at least two (2) weeks, upon application to the Hospital, not later than the time specified for full-time employees to apply for vacation.**



**ARTICLE 58 - CONTRACTING OUT**

58.01 Except In case of emergency, the Hospital agrees to give the Unit notice In writing, at least one hundred and eighty (180) days prior to contracting out any work which may result In the layoff of any employee In the bargaining unit.

58.02 Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor or with some other Department of the Hospital,

**ARTICLE 59 - DURATION AND TERMINATION**

59.01 Subject to the provisions of Article 16 of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning September 1, 1985 and ending on August 31, 1987 and shall be automatically renewed thereafter for successive periods of twelve 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.

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

59.03 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 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                      day of

**FOR THE ASSOCIATION:**

**FOR THE EMPLOYER:**

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**SCHEDULE A****Bi-Weekly Rates****Effective September 1, 1985 to August 31, 1986**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	895	941	987	1037	1091
<b>Audio/Speech II</b>	1038	1092	1147	1204	1264
<b>Clinical Psychologist I</b>	1157	1214	1279	1339	1407
<b>Clinical Psychologist II</b>	1279	1339	1407	1477	1551
<b>Dietitian I</b>	804	859	912	972	1037
<b>Dietitian II</b>	895	941	987	1037	1091
<b>Dietitian III</b>	988	1038	1092	1147	1204
<b>Occupational Therapist I</b>	804	859	912	972	1037
<b>Occupational Therapist II</b>	895	941	987	1037	1091
<b>Pharmacist I</b>	949	998	1047	1099	1154
<b>Pharmacist II</b>	998	1047	1099	1154	1212
<b>Pharmacist III</b>	1047	1099	1154	1212	1272
<b>Pharmacist IV</b>	1099	1154	1212	1272	1336
<b>Pharmacist V</b>	1154	1212	1272	1336	1402
<b>Physicist</b>	1388	1458	1532	1608	1686
<b>Physiotherapist I</b>	804	859	912	972	1037
<b>Physiotherapist II</b>	895	941	987	1037	1091
<b>Psychologist Assistant I</b>	907	951	1000	1050	1101
<b>Psychologist Assistant II</b>	951	1000	1050	1101	1157
<b>Social Worker I</b>	804	859	912	972	1037
<b>Social Worker II</b>	988	1038	1092	1147	1204
<b>Social Worker III</b>	1092	1147	1204	1264	1325



**SCHEDULE A****Bi-Weekly Rates****Effective September 1, 1986 to August 31, 1987**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	940	988	1036	1089	1146
<b>Audio/Speech II</b>	1090	1147	1204	1264	1327
<b>Clinical Psychologist I</b>	1215	1275	1343	1406	1477
<b>Clinical Psychologist II</b>	1343	1406	1477	1551	1629
<b>Dietitian I</b>	844	902	958	1021	1089
<b>Dietitian II</b>	940	988	1036	1089	1146
<b>Dietitian III</b>	1037	1090	1147	1204	1264
<b>Dietitian IV</b>	1090	1147	1204	1264	1327
<b>Pharmacist I</b>	996	1048	1099	1154	1212
<b>Pharmacist II</b>	1048	1099	1154	1212	1273
<b>Pharmacist III</b>	1099	1154	1212	1273	1336
<b>Pharmacist IV</b>	1154	1212	1273	1336	1403
<b>Pharmacist V</b>	1212	1273	1336	1403	1472
<b>Physicist</b>	1457	1531	1609	1688	1770
<b>Physio/Occupational Therapist I</b>	986	1015	1045	1077	1109
<b>Physio/Occupational Therapist II</b>	1038	1069	1100	1134	1168
<b>Physio/Occupational Therapist III</b>	1089	1122	1156	1190	1226
<b>Psychologist Assistant I</b>	952	999	1050	1103	1156
<b>Psychologist Assistant II</b>	999	1050	1103	1156	1215
<b>Social Worker I</b>	844	902	958	1021	1089
<b>Social Worker II</b>	1037	1090	1147	1204	1264
<b>Social Worker III</b>	1147	1204	1264	1327	1391

**SCHEDULE A****Hourly Rates**Effective **September 1, 1985 to August 31, 1986**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	11.9333	12.5467	13.1600	13.8267	14.5467
<b>Audio/Speech II</b>	13.8400	14.5600	15.2933	16.0533	16.8533
<b>Clinical Psychologist I</b>	15.4267	16.1867	17.0533	17.8533	18.7600
<b>Clinical Psychologist II</b>	17.0533	17.8533	18.7600	19.6933	20.6800
<b>Dietitian I</b>	10.7200	11.4533	12.1600	12.9600	13.8267
<b>Dietitian II</b>	11.9333	12.5467	13.1600	13.8267	14.5467
<b>Dietitian III</b>	13.1733	13.8400	14.5600	15.2933	16.0533
<b>Occupational Therapist I</b>	10.7200	11.4533	12.1600	12.9600	13.8267
<b>Occupational Therapist II</b>	11.9333	12.5467	13.1600	13.8267	14.5467
<b>Pharmacist I</b>	12.6533	13.3067	13.9600	14.6533	15.3867
<b>Pharmacist II</b>	13.3067	13.9600	14.6533	15.3867	16.1600
<b>Pharmacist III</b>	13.9600	14.6533	15.3867	16.1600	16.9600
<b>Pharmacist IV</b>	14.6533	15.3867	16.1600	16.9600	17.8133
<b>Pharmacist V</b>	15.3867	16.1600	16.9600	17.8133	18.6933
<b>Physicist</b>	18.5067	19.4400	20.4267	21.4400	22.4800
<b>Physiotherapist I</b>	10.7200	11.4533	12.1600	12.9600	13.8267
<b>Physiotherapist II</b>	11.9333	12.5467	13.1600	13.8267	14.5467
<b>Psychologist Assistant I</b>	12.0933	12.6800	13.3333	14.0000	14.6800
<b>Psychologist Assistant II</b>	12.6800	13.3333	14.0000	14.6800	15.4267
<b>Social Worker I</b>	10.7200	11.4533	12.1600	12.9600	13.8267
<b>Social Worker II</b>	13.1733	13.8400	14.5600	15.2933	16.0533
<b>Social Worker III</b>	14.5600	15.2933	16.0533	16.8533	17.6667

**SCHEDULE A****Hourly Rates****Effective September 1, 1986 to August 31, 1987**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	12.5333	13.1733	13.8133	14.5200	15.2800
<b>Audio/Speech II</b>	14.5333	15.2933	16.0533	16.8533	17.6933
<b>Clinical Psychologist I</b>	16.2000	17.0000	17.9067	18.7467	19.6933
<b>Clinical Psychologist II</b>	17.9067	18.7467	19.6933	20.6800	21.7200
<b>Dietitian I</b>	11.2533	12.0267	12.7733	13.6133	14.5200
<b>Dietitian II</b>	12.5333	13.1733	13.8133	14.5200	15.2800
<b>Dietitian III</b>	13.8267	14.5333	15.2933	16.0533	16.8533
<b>Dietitian IV</b>	14.5333	15.2933	16.0533	16.8533	17.6933
<b>Pharmacist I</b>	13.2800	13.9733	14.6533	15.3867	16.1600
<b>Pharmacist II</b>	13.9733	14.6533	15.3867	16.1600	16.9733
<b>Pharmacist III</b>	14.6533	15.3867	16.1600	16.9733	17.8133
<b>Pharmacist IV</b>	15.3867	16.1600	16.9733	17.8133	18.7067
<b>Pharmacist V</b>	16.1600	16.9733	17.8133	18.7067	19.6267
<b>Physicist</b>	19.4267	20.4133	21.4533	22.5067	23.6000
<b>Physio/Occupational Therapist I</b>	13.1467	13.5333	13.9333	14.3600	14.7867
<b>Physio/Occupational Therapist II</b>	13.8400	14.2533	14.6667	15.1200	15.5733
<b>Physio/Occupational Therapist III</b>	14.5200	14.9600	15.4133	15.8667	16.3467
<b>Psychologist Assistant I</b>	12.6933	13.3200	14.0000	14.7067	15.4133
<b>Psychologist Assistant II</b>	13.3200	14.0000	14.7067	15.4133	16.2000
<b>Social Worker I</b>	11.2533	12.0267	12.7733	13.6133	14.5200
<b>Social Worker II</b>	13.8267	14.5333	15.2933	16.0533	16.8533
<b>Social Worker III</b>	15.2933	16.0533	16.8533	17.6933	18.5467

**. SCHEDULE B**

**Part Time Hourly Rates (All Inclusive)**

**Effective September 1, 1985 to August 31, 1986**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	13.0800	13.7600	14.4400	15.1467	15.8933
<b>Audio/Speech II</b>	15.1467	15.8933	16.7200	17.5467	18.4133
<b>Clinical Psychologist I</b>	16.8800	17.7333	18.6667	19.5600	20.5333
<b>Clinical Psychologist II</b>	18.6667	19.5600	20.5333	21.5600	22.6533
<b>Dietitian I</b>	11.7600	12.5467	13.3467	14.2133	15.1467
<b>Dietitian II</b>	13.0800	13.7600	14.4400	15.1467	15.8933
<b>Dietitian III</b>	14.4400	15.1467	15.8933	16.7200	17.5467
<b>Occupational Therapist I</b>	11.7600	12.5467	13.3467	14.2133	15.1467
<b>Occupational Therapist II</b>	13.0800	13.7600	14.4400	15.1467	15.8933
<b>Pharmacist I</b>	13.8800	14.5600	15.2933	16.0533	16.8533
<b>Pharmacist II</b>	14.5600	15.2933	16.0533	16.8533	17.7067
<b>Pharmacist III</b>	15.2933	16.0533	16.8533	17.7067	18.5733
<b>Pharmacist IV</b>	16.0533	16.8533	17.7067	18.5733	19.5200
<b>Pharmacist V</b>	16.8533	17.7067	18.5733	19.5200	20.4933
<b>Physicist</b>	20.2533	21.2800	22.3467	23.4533	24.6267
<b>Physiotherapist I</b>	11.7600	12.5467	13.3467	14.2133	15.1467
<b>Physiotherapist II</b>	13.0800	13.7600	14.4400	15.1467	15.8933
<b>Psychologist Assistant I</b>	13.2533	13.8933	14.5867	15.3200	16.1067
<b>Psychologist Assistant II</b>	13.8933	14.5867	15.3200	16.1067	16.8800
<b>Social Worker I</b>	11.7600	12.5467	13.3467	14.2133	15.1467
<b>Social Worker II</b>	14.4400	15.1467	15.8933	16.7200	17.5467
<b>Social Worker III</b>	15.8933	16.7200	17.5467	18.4133	19.3467

**SCHEDULE B****Part Time Hourly Rates (All Inclusive)****Effective September 1, 1986 to August 31, 1987**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Audio/Speech I</b>	13.7240	14.4248	15.1256	15.8994	16.7316
<b>Audio/Speech II</b>	15.9140	16.7462	17.5784	18.4544	19.3742
<b>Clinical Psychologist I</b>	17.7390	18.6150	19.6078	20.5276	21.5642
<b>Clinical Psychologist II</b>	19.6078	20.5276	21.5642	22.6446	23.7834
<b>Dietitian I</b>	12.3224	13.1692	13.9868	14.9066	15.8994
<b>Dietitian II</b>	13.7240	14.4248	15.1256	15.8994	16.7316
<b>Dietitian III</b>	15.1402	15.9140	16.7462	17.5784	18.4544
<b>Dietitian IV</b>	15.9140	16.7462	17.5784	18.4544	19.3742
<b>Pharmacist I</b>	14.5416	15.3008	16.0454	16.8484	17.6952
<b>Pharmacist II</b>	15.3008	16.0454	16.8484	17.6952	18.5858
<b>Pharmacist III</b>	16.0454	16.8484	17.6952	18.5858	19.5056
<b>Pharmacist IV</b>	16.8484	17.6952	18.5858	19.5056	20.4838
<b>Pharmacist V</b>	17.6952	18.5858	19.5056	20.4838	21.4912
<b>Physicist</b>	21.2722	22.3526	23.4914	24.6448	25.8420
<b>Physio/Occupational Therapist I</b>	14.3956	14.8190	15.2570	15.7242	16.1914
<b>Physio/Occupational Therapist II</b>	15.1548	15.6074	16.0600	16.5564	17.0528
<b>Physio/Occupational Therapist III</b>	15.8994	16.3812	16.8776	17.3740	17.8996
<b>Psychologist Assistant I</b>	13.8992	14.5854	15.3300	16.1038	16.8776
<b>Psychologist Assistant II</b>	14.5854	15.3300	16.1038	16.8776	17.7390
<b>Social Worker I</b>	12.3224	13.1692	13.9868	14.9066	15.8994
<b>Social Worker II</b>	15.1402	15.9140	16.7462	17.5784	18.4544
<b>Social Worker III</b>	16.7462	17.5784	18.4544	19.3742	20.3086



Letter of Intent

Between

Board of Management  
and  
New Brunswick Public Employees Association

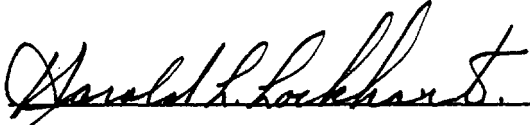
**Re:** Pharmacy, Mental and Physical Rehabilitation


**Re:** Ratified Collective Agreement

1. It is agreed that the attached collective agreement has been ratified by the parties and will be signed when available in both official languages.
2. In the interests of good Employer employee relations the Employer agrees to implement the wage rates contained in the attached ratified collective agreement as soon as possible.
3. With the exception of the revised pay rates, the Collective Agreement currently in effect will remain in effect until the new agreement is signed.

For the Association:

For the Employer:

  
\_\_\_\_\_  
Date: November 22, 1986.

  
\_\_\_\_\_  
Date: 11/22, 1986

Att.

