

LETTER OF AGREEMENT – Mobility of GNB Workforce

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BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
All Part I Groups**

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 all Part I NBUPPE employees to any position, regardless of job specification, within or between Parts I, II, III and IV of the Public Service.
2. 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.
3. 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.
4. 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 11 below.

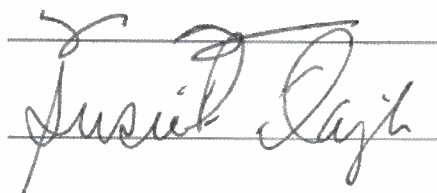
5. The "home" collective agreement of the employee will continue to apply during the period of reassignment. The employee will continue to accrue seniority and continuous service in her or his "home" bargaining unit for the duration of the assignment.
6. The following employees will be paid their regular 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.
7. Employees will continue to accrue service for pension in their "home" bargaining unit for the duration of the reassignment.
8. 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
9. This agreement is made on the understanding that the GNB plan the pandemic has evolved. The intent of this plan is to maintain operations/services. However, some operations/services may be curtailed to mitigate the effects of the pandemic. The parties agree that, for the duration of this agreement, Part I NBUPPE members who are temporarily inactive because of a reduction of work due to the pandemic/state of emergency will continue to be paid for their regularly scheduled hours of work while inactive.
10. This agreement will expire 30 days from the date of signing, unless renewed for a specified period by mutual consent of the parties.
11. Disputes arising out of this agreement that are not resolved by consensus through discussion between the Union and the Employer will be dealt with in accordance to the grievance procedure in the relevant collective agreement. Any such disputes that are general in nature and not specific to one collective agreement will be dealt with in accordance with the grievance procedure as set out in Article 12 of the Administrative Assistants, Clerical and Regulatory, and Office, Data Processing and Duplicating Equipment Operation collective agreement.

FOR THE EMPLOYER:

FOR THE UNION:



A handwritten signature in blue ink, appearing to be "Nadeem", written over a horizontal line.



A handwritten signature in blue ink, appearing to be "Jusiel Singh", written over a horizontal line.