

MEMORANDUM OF AGREEMENT
BETWEEN
TREASURY BOARD AS REPRESENTED BY THE HOSPITAL BOARDS OF THE
HOSPITALS LISTED UNDER PART III FIRST SCHEDULE OF THE PUBLIC SERVICE
LABOUR RELATIONS ACT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1252
GROUP: CLERICAL, STENOGRAPHIC & OFFICE EQUIPMENT OPERATION
INSTITUTIONAL SERVICES PATIENT SERVICES

RE: BEREAVEMENT LEAVE DURING THE STATE OF EMERGENCY

Pursuant to the Declaration of a State of Emergency and Mandatory Order, the Government of New Brunswick has prohibited non-essential mass gatherings of 10 or more people, including funerals and celebrations of the life.

Article 29.01(a) of the collective agreement provides:

Where a member of his immediate family dies, an employee shall be entitled to special leave with pay for the period from notification of death up to and including the day following the funeral.

The parties recognize that funerals/celebrations of life are unlikely to be scheduled during the State of Emergency, which renders Article 29.01(a) difficult to apply. Therefore, during the State of Emergency, the parties agree to the following:

Where a member of an employee's immediate family dies during the State of Emergency, an employee will be entitled to special leave with pay for eight (8) consecutive calendar days, commencing with the notification of the death. If the employee has reported to duty, the bereavement leave will commence on the next day. The employee will have the option to use one or more consecutive calendar days at a later date to attend the funeral/celebration of life.

The parties agree that this Agreement does not represent an interpretation of Article 29.01(a) and does not establish a precedent. Therefore, this Agreement cannot be relied upon to seek or justify similar terms in collective bargaining or be entered into evidence in any arbitral proceedings, other than matters which may arise from the interpretation of this Agreement.

This Agreement shall expire upon 30 days of signing of this Agreement.

Agreed to on May 7, 2020



For the Union: Ralph McBride



For the Employer: Michèle Brown-Gellert


For the Union: Norma Robinson