

Joint Interpretation Agreement
Between
Treasury Board as represented by the Regional Health Authorities and entities listed under
Part III, First Schedule of the *Public Service Labour Relations Act*
And
New Brunswick Nurses Union

The Parties have reached an agreement regarding the proper interpretation of Article 20 and Article 22 of the Nurses, Part III Collective Agreement as they relate to employees working stand-by over holidays.

The applicable provisions one need refer to when determining how to compensate an employee for a stand-by shift taking place during a Holiday are reproduced at the end of this document in Appendix A.

With the applicable provisions in mind, the following notes of interpretation apply:

- If an employee normally works 8-hour shifts and was placed on stand-by on a holiday, the employee would be compensated for an 8-hour shift in accordance with sub-article 22.06. If the member normally worked 12-hour shifts, then 12 hours would be used as the basis for compensation.
- If the holiday stand-by shift exceeded the length of the employee's normal shift length, for example being on stand-by for 24-hours, then the excess hours would be paid in accordance with the hourly stand-by rate under 20.07 – either \$3.50 or \$5.00, depending on the notice.
- Permanent employees would also have their holiday re-scheduled (one holiday rescheduled per official holiday, regardless of the amount of time on stand-by and/or whether the employee works a shift before or after they are on stand-by)
- Determination of whether the stand-by “shift” would fall on the holiday, should be determined based on whether 50% or more of the stand-by hours fall during the 24-hour holiday period (applying Article 22.11)
- Applicable holiday rates will vary depending on the holiday and should be paid in accordance with Article 22.
 - o e.g. on December 25 and January 1, the employee would receive 2.0 times their hourly rate for 7.5 or 11.25 hours on standby and 2.0 times their hourly rate for any hours worked on call back.
- Article 20.04 continues to apply
 - o i.e. if the employee has worked in excess of 150 hours in the 4-week period, the hours worked on call back would be compensated in accordance with Article 20.04 (i.e. 2.0 times their regular hourly rate) rather than Article 22.
- This Directive applies to all members of the Bargaining Unit, including Casual Employees. However, because Casual Employees are unable to bank their time, and because they receive a 13% hourly benefit premium in lieu of statutory holidays:
 - o they only have the option of having their Holiday hours paid out; and
 - o their holiday is not rescheduled.

- The hours paid at the holiday rate during a stand-by shift do not accrue seniority, as they are stand-by hours.

Please consider the following scenarios as examples to assist with interpretation:

Scenarios

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
November 2025						
9	10	11 HOLIDAY	12	13	14	15

Scenario #1 – Standby only (no call back, no scheduled shift)

An Employee who typically works 8-hour shifts is scheduled for stand-by duty from 8am to midnight on November 11. That employee is to be paid as follows:

- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date;
- 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours’ notice given) (for balance of standby); and
- Holiday rescheduled.

Scenario #2 – Standby followed by scheduled shift

A. An Employee who normally works 12-hour shifts is scheduled for stand-by from 7pm on November 10 to 7am on November 11, followed by a scheduled shift from 7am to 7pm on November 11. That employee is to be paid as follows:

- 1.5 times the employee’s hourly rate for 11.25 hours OR the employee’s hourly rate for 11.25 hours plus 5.625 hours to be taken as time off at a later date (for standby);
- 1.5 times the employee’s hourly rate for 11.25 hours OR the employee’s hourly rate for 11.25 hours plus 5.625 hours to be taken as time off at a later date (for scheduled shift); and
- Holiday rescheduled.

B. Employee who normally works 8-hour shifts is scheduled for stand-by from 7pm on November 10 to 7am on November 11, followed by a scheduled shift from 7am to 3pm on November 11.

- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for standby);
- 4 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours’ notice given) (for balance of standby);
- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for scheduled shift); and
- Holiday rescheduled.

Scenario #3 – Scheduled shift followed by standby

- A. Employee who normally works 12-hour shifts is scheduled for shift from 7am to 7pm on November 11 followed by stand-by from 7pm on November 11 to 7am on November 12.
- 1.5 times the employee's hourly rate for 11.25 hours OR the employee's hourly rate for 11.25 hours plus 5.625 hours to be taken as time off at a later date (for scheduled shift);
 - 12 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours' notice given) (for standby); and
 - Holiday rescheduled.
- **Note:** *there is no entitlement to holiday pay for stand-by hours because less than 50% of the hours on stand-by fall on November 11.*
- B. Employee who normally works 8-hour shifts is scheduled for shift from 7am to 3pm on November 11 followed by stand-by from 3pm on November 11 to 7am on November 12.
- 1.5 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for shift);
 - 1.5 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for standby);
 - 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours' notice given) (for balance of standby); and
 - Holiday rescheduled.

Scenario #4 – Call back during stand-by

- A. Employee who normally works 12-hour shifts is scheduled for stand-by from 7am on November 11 to 7am on November 12. Employee is called in for 2 hours at 5pm.
- 1.5 times the employee's hourly rate for 11.25 hours OR the employee's hourly rate for 11.25 hours plus 5.625 hours to be taken as time off at a later date;
 - 12 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours' notice given) (for remaining stand-by hours);
 - 1.5 times the employee's hourly rate for 3 hours (as per Article 20.07(b)) OR the employee's hourly rate for 3 hours plus 1.5 hours to be taken as time off at a later date (for call back); and
 - Holiday rescheduled.
- B. Employee who normally works 12-hour shifts is scheduled for stand-by from 7am on November 11 to 7am on November 12. Employee called in for 2 hours at 8pm.
- 1.5 times the employee's hourly rate for 11.25 hours OR the employee's hourly rate for 11.25 hours plus 5.625 hours to be taken as time off at a later date;
 - 12 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours' notice given) (for remaining stand-by hours);
 - 1.5 times the employee's hourly rate for 3 hours (as per Article 20.07(b)) OR the employee's hourly rate for 3 hours plus 1.5 hours to be taken as time off at a later date (for call back); and
 - Holiday rescheduled.

Note: Concerning Scenario 4 A and B it is important to recognize that no matter when the call-back occurs, whether during the block of time that the employee is getting paid the holiday rate or during the block of time when the employee is receiving the stand-by rate of \$3.50/hr (or \$5.00/hr when applicable), the employee is owed the 1.5 times their hourly rate for 3 hours (as per Article 20.07(b)) OR their hourly rate for 3 hours plus 1.5 hours to be taken as time off at a later date.

Scenario #5 – Stand-by followed by a scheduled shift followed by additional stand-by

Employee who normally works 8-hour shifts is scheduled for stand-by from 4pm on November 10th to 8am on November 11th, followed by a scheduled shift from 8am to 4pm on November 11, followed by an additional scheduled stand-by from 4pm on November 11 to 8am on November 12.

- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for first standby);
- 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours’ notice given) (for balance of first standby);
- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for scheduled shift);
- 1.5 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for second standby);
- 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours’ notice given) (for balance of second standby); and
- Holiday rescheduled.

Note: the employee is entitled to holiday pay for both stand-by shifts because 50% or more of the hours on stand-by fall on November 11.

Scenario #6 - Spanning two Holidays, Christmas and Boxing Day

An employee who normally works 8-hour shifts is scheduled as follows:

Shift from 8am to 4pm on December 24, 2025; then,
Stand-by from 4pm on December 24, 2025 to 8am on December 25, 2025; then,
Shift from 8am to 4pm on December 25, 2025; then,
Stand-by from 4pm on December 25, 2025 to 8am on December 26, 2025; then,
Shift from 8am to 4pm on December 26, 2025; then,
Stand-by from 4pm on December 26, 2025 to 8am on December 27, 2025.

- Employee’s regular hourly rate for 7.5 hours (for scheduled shift on December 24);
- For December 24 – 25 Standby:
 - 2.0 times the employee’s hourly rate for 7.5 hours OR the employee’s hourly rate for 7.5 hours plus 7.5 hours to be taken as time off at a later date;
 - 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours’ notice given) (for remaining stand-by hours); and
 - Holiday (Dec. 25) rescheduled.

- 2.0 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 7.5 hours to be taken as time off at a later date (for December 25 scheduled shift);
- For December 25 – 26 Standby:
 - 2.0 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 7.5 hours to be taken as time off at a later date (for portion on Dec. 25);
 - 1.5 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for portion on Dec. 26); and
 - Holiday (Dec. 26) rescheduled.
- 1.5 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date (for December 26 scheduled shift);
- For December 26 – 27 Standby:
 - 1.5 times the employee's hourly rate for 7.5 hours OR the employee's hourly rate for 7.5 hours plus 3.75 hours to be taken as time off at a later date;
 - 8 hours at \$3.50/hr (or \$5.00/hr if less than 72 hours' notice given) (for remaining stand-by hours)

In the event new scenarios arise, the Employer shall work with the Union to interpret the new scenario based on the principles outlined in this agreement.

Signed February 20, 2026

Original signed by the parties

Appendix A – Relevant Articles

Below are the Collective Agreement sub-articles particularly relevant to this directive. It should be noted that all of articles 20 through 22 should be reviewed, however, the sub-articles listed below are critical to understanding this Agreement.

Articles:

20.04 All Full-Time and Temporary Employees working on a full-time basis; and all Part-Time and Casual Employees who have worked in excess of 37.5 hours in a week averaged over a four (4) week period shall be entitled to the following:

- (a) When requested by the Employer to continue working immediately following the end of a Shift of 8 hours or longer shall be compensated at a rate of two times (2x) their regular hourly rate of all hours worked immediately following the end of their original Shift; and
- (b) When requested by the Employer to work on a scheduled day off.

According to 20.04, Employees who worked in excess of 37.5 hours/week averaged over a 4-week period (150 hours) shall be compensated by the payment of two (2) times the Employee's hourly rate or two (2) times off for each of the overtime hours worked. Article 20.04 will therefore supersede references to the payment of one and one-half (1½) times the Employee's hourly rate in the Collective Agreement for those Employees that have exceeded 150 hours.

...

20.07 Off-hours Consultation, Stand-by and Call-back

...

- (b) An Employee on stand-by duty who is called back to work at any time outside their normal working hours, shall be compensated a minimum of three (3) hours at the overtime rate according to Article 20.03(a), 20.04, or Article 22 as the case may be, for each call-back.

...

- (e) An Employee designated for scheduled stand-by duty shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour.

An Employee designated for stand-by duty without seventy-two (72) hours' notice, shall be compensated at the rate of five dollars (\$5.00) per hour. An Employee required to be on stand-by duty on one (1) of the official holidays shall be compensated in accordance with Article 22.06.

...

22.01 All Full-Time Employees shall receive one (1) day paid leave for each of the following holidays each year. This benefit shall be pro-rated for Part-Time Employees.

- (a) New Year's Day;
- (b) Family Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) the day fixed by proclamation of the Governor-General-in-Council for the celebration of the birthday of the Sovereign;

- (f) Canada Day (which shall be kept and observed on July 1);
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) National Day for Truth and Reconciliation
- (j) the day fixed by proclamation of the Governor-General-in-Council as a general day of Thanksgiving;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day; and
- (n) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant- Governor of the Province of New Brunswick.

22.02 If a holiday falls on an Employee's scheduled day off, they shall be given an alternate day off within sixty (60) days. If the alternate day off is not given within sixty (60) days, payment shall be made at the overtime rate. By mutual agreement between the Hospital and the Employee, the alternate day off may be scheduled at a later date.

...

22.06 Compensation for Full-Time and Part-Time Employees working on one (1) of the official holidays as listed in Article 22.01:

- (a) Any work performed on a holiday, excluding December 25 and January 1, shall be compensated, at the discretion of the Employee, either by:
 - (i) one and one-half (1½) times the Employee's hourly rate and the holiday rescheduled, or
 - (ii) the Employee's hourly rate for the hours worked on the holiday plus one half (½) the number of hours worked on the holiday to be taken as time off at a later date, and the holiday rescheduled.
- (b) Any work performed on December 25 and/or January 1, shall be compensated, at the discretion of the Employee, either by:
 - (i) two (2) times the Employee's hourly rate and the holiday rescheduled, or
 - (ii) the Employee's hourly rate for the hours worked on the holiday plus the number of hours worked on the holiday to be taken as time off at a later date and the holiday rescheduled.
- (c) Any work performed on a holiday without forty-eight (48) hours notice, excluding December 25 or January 1, shall be compensated, at the discretion of the Employee, either by:
 - (i) two (2) times the Employee's hourly rate and the holiday rescheduled, or
 - (ii) the Employee's hourly rate for the hours worked on the holiday plus the number of hours worked on the holiday to be taken as time off at a later date, and the holiday rescheduled.
- (d) Any work performed on December 25 or January 1 without forty-eight hours notice, shall be compensated at the discretion of the Employee, either by:

- (i) two and one-half (2½) times the Employee's hourly rate and the holiday rescheduled, or
 - (ii) the Employee's hourly rate for the hours worked on the holiday plus one and one-half times (1½) the number of hours worked on the holiday to be taken as time off at a later date, and the holiday rescheduled.
- (e) Where the Employee has chosen time off and the Hospital is unable to give them the time off requested within the time period established by the Hospital, which shall not be less than sixty (60) days, they shall receive pay for the banked hours at the Employee's hourly rate.

...

22.11 The overtime rate shall be paid for the Shifts where one-half (½) or more than one-half (½) of the hours worked fall within 00:01 hours and 24:00 hours on the holiday. In such cases the overtime rate shall be paid for the total hours worked.