

TRANSFER AGREEMENT

Between

THE BOARD OF MANAGEMENT

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1190

GROUP: GENERAL LABOUR AND TRADES, PART I

PREAMBLE: All employees who are currently represented by the Canadian Union of Public Employees, Local 1252 bargaining unit and belong to these classifications (1094, 1095, 2009, 2010, 2018, 2037, 2056, 2059, 2077, 2070, 2085, 2086 and 2090), and who are being transferred from FacilicorpNB (Part III) to Service New Brunswick (Part I), will on transfer be included in the Canadian Union of Public Employees, Local 1190 bargaining unit.

1. APPLICABILITY OF THE TRANSFER AGREEMENT

This transfer agreement shall only apply to members of the CUPE 1252 who transferred to Service New Brunswick effective October 1, 2015 (see attached: Appendix "A" List of Transferring Employees) and to new employees hired by Service New Brunswick into a position in the Health Services Division in one of the classifications represented by this agreement. The terms and conditions of employment for new employees hired by Service New Brunswick subsequent to this transfer shall be in accordance with the Canadian Union of Public Employees, Local 1190 collective agreement.

This transfer agreement shall become an addendum to the Canadian Union of Public Employees, Local 1190 collective agreement entered into between the parties on November 17, 2010 and currently expired.

2. PROBATIONARY PERIOD

A former FacilicorpNB employee who has completed his/her probationary period as of January 30, 2016, will not be placed on probation upon transfer.

An employee who is on probation on February 1, 2016 will continue to serve a probationary period as specified in Article 1.10 of the Canadian Union of Public Employees, Local 1190 collective agreement, but given credit for time worked under CUPE 1252.

3. TRIAL PERIOD

A former FacilicorpNB employee who is on a trial period on February 1, 2016, as per Article 31.04 of the CUPE 1252 collective agreement, will continue to serve the trial period upon transfer to Service New Brunswick. If unsuccessful during the trial period, the employee will be returned to his/her former position (either within the new Health Services Division (former FacilicorpNB organization) or within the Regional Health Authority).

4. PAY PERIOD

Transferring employees will continue to be paid on their current pay schedule. This pay schedule will continue to stay in place until Service New Brunswick indicates otherwise.

5. PENSIONS

Former FacilicorpNB employees transferring to Service New Brunswick will have the choice to:

- (i) remain as a contributor under the CUPE-SRP Pension Plan; or
- (ii) transfer to the Public Service Shared Risk Plan (PSSRP) in Part I, if eligible.

An employee will have until January 31, 2016 to select, in writing, a pension option. The employee's selection of a pension option is irrevocable.

An employee who does not notify the Pension and Employee Benefits Division in writing of their selected option by January 31, 2016 will become a member of the Public Service Shared Risk Plan.

6. SENIORITY

Upon transfer to Service New Brunswick, former FacilicorpNB employees shall retain seniority previously recognized at FacilicorpNB. All subsequent seniority will be accumulated in accordance with the provisions of Article 10 (Seniority) of the Canadian Union of Public Employees, Local 1190 collective agreement.

No transferring employee's date of hire will change as a result of this transfer.

7. HOURS OF WORK

In addition to the provisions of Article 21 (Hours of Work) of the Canadian Union of Public Employees, Local 1190 collective agreement, the following provisions will also continue to apply for the transferring employees:

.01 As per the previous model with FacilicorpNB, regular hours of work will remain 37.5 hours per week, averaged over a four (4) week period, and regular daily hours of work in each shift shall be seven and one-half (7½) hours. Meal periods shall not be considered hours of work.

.02 No employee shall be required to work more than seven (7) consecutive calendar days, unless otherwise mutually agreed. Where possible each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than once in any four (4) week period unless otherwise mutually agreed.

.03 In order to provide employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed. The Employer agrees to make every effort to provide at least one weekend off in three (3).

.04 "Work Schedule" means a written statement setting forth the days and shifts upon which employees are normally required to work and the days upon which employees are normally scheduled to be off work. Work schedules shall be posted in the appropriate department at least four (4) weeks in advance.

.05 The Employer shall schedule two rest periods of fifteen (15) minutes each during each full shift. An employee who is not scheduled to have a rest break during his regular shift, shall in addition to his regular pay receive an extra payment of one-half (½) time for the rest period not received.

.06 Rotation from one shift to another shall be rotated as equitably as possible among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts nor to those who, by mutual agreement between the employees directly affected and the Employer, are assigned to work evening or night shifts. Before concluding such an agreement the Employer shall advise the Local in writing. Once concluded, such agreement can be terminated only by the employer, the incumbent or any of the originally affected employees.

.07 Except by mutual agreement between the employee and the Employer, time off between rotating shift changes shall not be less than sixteen (16) hours.

.08 Provided sufficient advanced notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.

.09 No employee shall be rotated from one shift to another more than once in any one week unless mutually agreed.

.10 The changing of Standard time to Daylight saving time or vice-versa, shall not be considered to affect the normal scheduled daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.

8. HOLIDAYS

Upon signing of this transfer agreement, employees will be entitled to the Holidays listed under Article 19.01 of the Canadian Union of Public Employees, Local 1190 collective agreement, in addition to the following provisions:

.01 Any work performed by full-time or part-time employees on a statutory holiday listed in Article 19.01, excluding December 25 and January 1, shall be compensated at one and one-half (1 ½) times the employee's hourly rate and the holiday shall be rescheduled.

.02 Any work performed by full-time or part-time employees on December 25 and/or January 1 shall be compensated at two (2) times the employee's hourly rate and the holiday shall be rescheduled.

.03 Alternate Day Off:

- i. If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay.
- ii. The alternate day off shall be given within thirty (30) days of the actual holiday listed under 19.01, and that day shall be the employee's holiday. Whenever possible, such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within thirty (30) days, payment shall be made at the overtime rate.
- iii. By mutual agreement between the Employer and the employee the alternate day off may be scheduled at a later date.

.04 Every reasonable effort shall be made to ensure each employee has three (3) consecutive days off either during the Christmas or New Year's holiday period, one day of which must be Christmas Day or New Year's Day, provided there are no additional costs to the employer (eg. overtime). Such days off may include any combination of holidays and/or regularly scheduled days off.

.05 To be eligible for holiday pay, an employee must have worked on his scheduled workday prior to his holiday and his scheduled workday immediately after his holiday unless such absence occurs during an approved paid leave or an approved unpaid leave of absence to a maximum of four (4) days.

.06 Employees on approved leave of absence without pay in accordance with 18.07, 18.08 or 18.09 shall be eligible for holiday pay.

.07 If an employee is required to work on a holiday, as defined in 19.01, when he was not scheduled to work, he shall receive overtime pay at the rate of one and one-half (1½) times the regular rate of pay, and he shall have his holiday rescheduled. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay, and he shall have his holiday rescheduled.

.08 An employee who works on his scheduled holiday other than one of the official days as listed in 19.01 shall receive his paid holiday and in addition shall be compensated at one and one-half (1 ½) times his regular rate of pay for all hours worked; and hours equivalent to the paid holiday (7.5 hours) shall be taken as time off at a later date. If notice for such work is not given at

least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay for all hours worked, and hours equivalent to the paid holiday (7.5 hours) shall be taken as time off at a later date.

9. LAYOFF, INACTIVE STATUS, AND RECALL

Upon signing of this transfer agreement, former FacilicorpNB employees working in the Health Services Division will be covered by the layoff, inactive status and recall provisions in accordance with Article 11 (Layoff, Inactive Status, And Recall) of the Canadian Union of Public Employees, Local 1190 collective agreement when there is a lack of work or discontinuance of a function. Therefore, Article 11.05 and the Information Appendix (Article 11.05) in the Canadian Union of Public Employees, Local 1190 collective agreement will be modified as follows:

11.05 For the purposes of this Article, transferring employees’ seniority (as defined under section 6 of the transfer agreement) shall apply and the unit of operation for layoff, inactive status or recall shall be the Zone, which means one of the following eight (8) regions within FacilicorpNB and now referred to as:

- a. Moncton- Beauséjour (Zone 1B)
- b. Edmundston (Zone 4)
- c. Campbellton (Zone 5)
- d. Bathurst (Zone 6)
- e. Moncton- Southeast (Zone 1SE)
- f. Fredericton (Zone 3)
- g. Saint John (Zone 2)
- h. Miramichi (Zone 7)

INFORMATION APPENDIX (Article 11.05)

Department / Corporation	Unit of Operation for Layoff, Recall and Inactive Status
Service New Brunswick - Health Services Division	Zones

10. RETIREMENT ALLOWANCE CREDITS

Credit for years of service with Part III will be transferred for purposes of calculating an employee’s retirement allowance entitlement in accordance with Article 23 (Retirement Allowance) of the Canadian Union of Public Employees, Local 1190 collective agreement.

11. VACATION

Upon signing of this transfer agreement, former FacilicorpNB employees shall have the option to transfer any unused vacation credits to Part I or take cash in lieu.

Vacation requests approved prior to the date of transfer shall be honoured.

Upon signing, former FacilicorpNB employees shall retain their annual rate of vacation accumulation received at the time of transfer. All future increases to annual vacation accumulation for transferred employees shall be in accordance with Article 16 (Vacations) of the Canadian Union of Public Employees, Local 1190 collective agreement, as follows:

- employees with eight (8) or less consecutive years of employment shall be one and one-quarter (1 ¼) days per calendar month;
- employees with more than eight (8) years consecutive service shall be one and two-thirds (1 2/3) days per calendar month;
- employees with more than twenty (20) years consecutive service shall be two and one twelfth (2 1/12) days per calendar month.

12. SICK LEAVE CREDITS

Upon signing of the transfer agreement, former FacilicorpNB employees will be allowed to transfer accumulated sick leave credits, up to a maximum of 240 days, in accordance with Article 17 (Sick Leave) of the Canadian Union of Public Employees, Local 1190 collective agreement.

Sick leave credits that have been advanced while employed at FacilicorpNB shall be paid back to Service New Brunswick, in accordance with Article 17 (Sick Leave) of the Canadian Union of Public Employees, Local 1190 collective agreement.

Upon signing, transferred employees shall accumulate sick leave credits in accordance with Article 17.01 of the Canadian Union of Public Employees, Local 1190 collective agreement.

13. OVERTIME

Upon signing of the transfer agreement, any hours in the former FacilicorpNB employee's overtime bank shall be carried over and paid out or taken as time in lieu in accordance with Article 22 (Overtime/Shift Premium/Call Back) of the Canadian Union of Public Employees, Local 1190 collective agreement, unless stipulated differently in section 7 (Hours of Work) of this Transfer Agreement.

In addition to the overtime provisions of Article 22 (Overtime/Shift Premium/Call Back) of the Canadian Union of Public Employees, Local 1190 collective agreement, the following provisions will also continue to apply for employees in the Health Services Division:

- When a work schedule is altered within two (2) weeks of a scheduled day, any work performed on that day, at a time not originally scheduled, shall constitute overtime unless:
 - a) the change is made through mutual agreement between the employee and the Employer; or
 - b) the change was required as a result of illness, injury, death, compassionate leave, or resignation without two (2) weeks' notice, or the unapproved absence of another employee. In these cases, any work performed at a time not originally scheduled,

and within forty-eight (48) hours of the employee being notified of the change, shall constitute overtime; or

c) the change was required to accommodate a request for a leave of absence in accordance with 18.07, 18.08 or 18.09 of the Canadian Union of Public Employees, Local 1190 collective agreement when two (2) weeks' notice was not given.

- For the purposes of establishing a basis for calculation of this overtime, consecutive sets of two pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.
- No employee shall be paid overtime more than once for the same hours so worked.

14. MATERNITY LEAVE AND CHILD CARE LEAVE

Any maternity leave or child care leave approved under the CUPE 1252 Collective Agreement will continue to be administered in accordance with the maternity leave or child care leave provisions of that same agreement.

With respect to the maternity leave period, maternity leave payments made according to the Supplementary Employment Benefit Plan will consist of payments equal to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

15. STANDBY AND CALL BACK

.01 An employee who is required by the employer to be on standby duty shall be issued a telecommunications device at the Employer's expense for the duration of the stand-by duty. If called, such an employee must report for work as quickly as possible.

.02 An employee on standby duty shall be compensated at the rate of two dollars (\$2.03) per hour for each hour of scheduled standby duty. Effective October 1, 2015, this rate shall increase with each scheduled General Economic increase contained in the CUPE 1190 collective agreement.

.03 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with provision .04 below. In addition, he shall receive standby duty pay in accordance with provision .02 above.

.04 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 three (3) hours pay to a maximum of eight (8) hours pay at the overtime rate during any eight (8) hour period.

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

- (i) 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 \$11.00 for the round trip; or
- (ii) 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 \$11.00 for the round trip.

This provision (.05 (i) and (ii)) does not apply when transportation is provided or arranged by the Employer.

16. LEAVES WITHOUT PAY

Service New Brunswick agrees to honour any commitments made to former FacilicorpNB employees regarding leaves of absence without pay that were approved prior to the signing of this Agreement.

17. INJURED ON DUTY

A former FacilicorpNB employee who is currently receiving Workers' Compensation benefits will continue to receive such benefits after the transfer for the period for which his/her claim continues to be active. Upon signing, new claims will be processed by Service New Brunswick in accordance with the Canadian Union of Public Employees, Local 1190 collective agreement.

18. SUBSEQUENT POSITIONS

This agreement applies to FacilicorpNB employees who have been transferred to Service New Brunswick on October 1, 2015. If such an employee applies for and accepts a position other than in the classification currently held on September 30, 2015, the employee's terms and benefits shall then be in full accordance with those of the subsequent position.

19. CLASSIFICATIONS

Former FacilicorpNB employees who have been transferred to the following classifications in the Canadian Union of Public Employees, Local 1190 collective agreement.

FACILICORPNB CLASSIFICATIONS	CUPE 1190 CLASSIFICATIONS (SNB)
1094 - Inventory Expeditor	Store keeper I
2070 - Medical Device Reprocessing Technician	Store keeper I
2090 - Environmental Services Coordinator / Inventory Expeditor	Store keeper I

1095 - Supplies Services Supervisor	New Classification - Supplies Services Supervisor
2018 - Maintenance Worker	Maintenance Repair Worker I
2085 - Maintenance Coordinator / Plumber	Maintenance Repair Worker III
2056 - Electrician	Electrician
2086 - Supplies Courier	New Classification - Supplies Courier
2010 - Cartage Driver	New Classification - Cartage Driver
2077 - Courier Coordinator	New Classification - Courier Coordinator
2059 - Industrial Mechanic	New Classification - Industrial Mechanic
2009 - Patient and Supply Courier	New Classification - Patient and Supply Courier
2037 - Sewing Machine Operator	New Classification - Sewing Machine Operator

20. WAGES

Former FacilicorpNB Employees who have been transferred into an existing classification will maintain his/her current rate of pay as of September 30, 2015. If the employee's rate of pay exceeds the rate of the classification they transfer into, they will be deemed red-circled. The employees will receive an amount equal to all General Economic Increases as agreed to in the CUPE 1190 collective agreement.

SALARY RATES Effective June 16, 2012

Classification	Maximum Hourly Rate
Storekeeper I	\$19.28
Maintenance Repair Worker I	\$19.28
Electrician	\$21.89
Maintenance Repair Worker III	\$23.71

A former FacilicorpNB employee who has been transferred into a newly established Service New Brunswick classification will maintain his/her current rate of pay as of September 30, 2015, until the parties jointly agree to review these classifications once the Canadian Union of Public Employees, Local 1190 collective agreement is renewed. If the employee's rate of pay exceeds the rate of the newly established classification, the employee will be deemed red-circled. The employees will receive an amount equal to all General Economic Increases as agreed to in the CUPE 1190 collective agreement.

SALARY RATES

Effective January 1, 2015

Classification	Maximum Hourly Rate
Supplies Courier	\$17.19
Cartage Driver	\$19.96
Courier Coordinator	\$23.17
Industrial Mechanic	\$24.97
Patient and Supply Courier	\$20.72
Sewing Machine Operator	\$19.96
Supplies Services Supervisor	\$23.17

21. SUBSEQUENT CUPE 1252 POSTINGS

From October 1, 2015 to March 31, 2016, transferring employees will be able to apply and use their CUPE 1252 accumulated seniority on job postings with Regional Health Authority A or Regional Health Authority B in accordance with the Memorandum of Agreement Re: Mobility of Employees among Regional Health Authority A, Regional Health Authority B and FacilicorpNB in the CUPE 1252 collective agreement. The transferring employee shall be responsible for obtaining these job postings.

Should a transferring employee not be the successful candidate on a job posting he/she shall not have access to the CUPE 1252 grievance procedure.

Where a transferring employee is the successful applicant and appointed to a position in Part III he/she shall have a trial period of 300 hours as per the CUPE 1252 collective agreement. If the employee is not confirmed by Part III in the new position within 300 hours or if the employee does not wish to complete the trial period, he/she shall revert to his / her former position in the Service New Brunswick (Part I).

An employee who chooses not to complete the trial period may not be able to use accumulated CUPE 1252 seniority to apply for any other position with their former employer.

No permanent employees included in the Canadian Union of Public Employees, Local 1190 bargaining unit shall be displaced as a result of a returning employee.

22. POSTINGS

Employees shall be selected for positions under this Article on the basis of their skills, ability and qualifications. Where skills, ability and qualifications are relatively equal among the applicants, the position shall be filled on the basis of seniority in the bargaining unit within the Health Services Division.

23. CASUAL EMPLOYEES

Casual employees who are covered by this transfer agreement will continue to have the same terms and conditions of employment as they have now until a new collective agreement is signed between Board and Management and the Canadian Union of Public Service, Local 1190 bargaining unit. Once the new collective agreement with Local 1190 is in effect, casual employees will be covered by the terms and conditions outlined in the Appendix specific to casual employees except the following terms will continue to apply as long as they continue to work within the Health Service Division:

- Holidays:
A casual employee who has worked more than ninety (90) days during the previous twelve (12) calendar months shall receive three percent (3%) of their straight time hourly rate of pay for all hours worked in lieu of public holidays as defined in the Employment Standards Act. Casual employees who work any of the seven (7) public holidays identified in the *Employment Standards Act* will be paid for hours worked on the public holiday at 1.5 times of the regular rate of pay for the classification of the worked performed. A casual employee who works any holiday as identified in Article 19.01 of the CUPE 1190 Collective Agreement shall not be given a day in lieu of working the holiday.
- Disciplinary Procedure:
Only applicable to casual employees who have successfully completed the probationary period of 650 working hours for the purpose of assessing abilities, skills and performance. However, should a casual employee be terminated or disciplined during their probationary period, the Employer shall provide the reasons in writing to the Local Recording Secretary within ten (10) days.
- Standby and Call Back:
Only applicable to those casuals who benefitted from this article on November 26, 2010. If such an individual is called back to work, he/she will be paid 1.5 times their regular rate for the hours worked.
- Grievance and Adjudication Procedure:
Casual employees who have successfully completed the probationary period of 650 working hours, for the purpose of assessing abilities, skills and performance, shall have the right to grievance and adjudication procedures with respect to the interpretation, application or administration of any term or condition accorded to them.

24. PORTABILITY

An employee who accepts employment in Department or Agency listed in Part I, First Schedule of the *Public Service Labour Relations Act* within twelve (12) months of the resignation date from another Department or Agency listed in Part I of such *Act*, shall be deemed to have been on leave of absence without pay for this period. Such employee shall retain portability respecting:

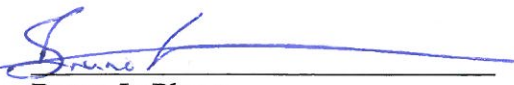
- (a) unused sick leave;

- (b) retirement allowance;
- (c) group life insurance;
- (d) vacation rate entitlement;
- (e) service credits as applicable to increments within a salary range; and
- (f) seniority hours.

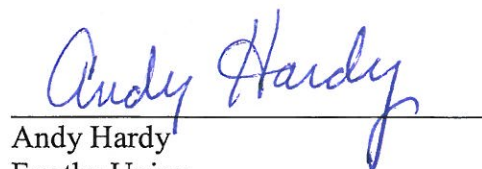
If a person accepts employment into the bargaining unit from Part II, III, or IV of the New Brunswick *Public Service Labour Relations Act* within forty-five (45) calendar days of his resignation date, such person shall retain the following benefits:

- (a) the number of regular hours of continuous employment in the public service for the purpose of retirement allowance entitlement;
- (b) vacation rate entitlement;
- (c) he/she shall be entitled to transfer his/her accumulated pension credits provided that a reciprocal agreement between the applicable pension plans exists;
- (d) he/she shall be entitled to any sick leave credits accumulated from his/her previous Employer up to a maximum of 240 days.

Date signed: Feb 29/, 2016




Bruno LaPlante
For the Employer



Andy Hardy
For the Union



Witness
For the Employer



Witness
For the Union