

TRANSFER AGREEMENT

BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK NURSES UNION
GROUP: NURSES, PART III**

PREAMBLE: Following a classification analysis, the Department of Finance and Treasury Board has determined that the work and qualifications of the Licensed Practical Nurse (“LPN”) classification falls within the scope and definition of the Scientific and Professional Category and Occupational Group 303 (Nursing) of the Nurses, Part III Bargaining Unit; and

All Licensed Practical Nurses formerly represented by the Canadian Union of Public Employees, Local 1252 (“CUPE 1252”) who are being transferred from the CUPE 1252 Bargaining Unit to the Nurses, Part III Bargaining Unit on October 8, 2021, or who are subsequently hired into this classification within the Nurses, Part III Bargaining Unit will, following October 8, 2021, be included in the Nurses, Part III Bargaining Unit of the New Brunswick Nurses Union (“NBNU”).

1. APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective October 8, 2021, the terms and conditions of employment for Licensed Practical Nurses will be in accordance with the collective agreement covering employees in the Nurses, Part III Bargaining Unit, except for the provisions specified below.

2. DEFINITIONS

“Licensed Practical Nurse” means a practical nurse whose name is registered and in good standing as a member of the Association of New Brunswick Licensed Practical Nurses (ANBLPN) pursuant to paragraphs 9(1) and 9(2) of the *Licensed Practical Nurse Act*. Licensed Practical Nurses shall maintain their registration pursuant to the said Act.

3. SUBSEQUENT POSITIONS

This agreement applies to present employees of Horizon Health Network and Vitalité Health Network (“Regional Health Authorities”) and Extra Mural/Ambulance New Brunswick Inc. (“EM/ANB Inc.”) employed as Licensed Practical Nurse who are being transferred to the Nurses, Part III Bargaining Unit.

If following signature of this the transfer, a transferring employee applies for and accepts a position other than the one currently held, the employee’s rate of pay and terms and conditions of work shall then be in accordance with the salary and collective agreement of the subsequent position.

4. SENIORITY

Upon signing of this Transfer Agreement, the transferring employees shall retain their seniority previously recognized under CUPE 1252 collective agreement. All subsequent seniority will be accumulated in accordance with Article 38 of the Nurses, Part III collective agreement. The names of each transferring employee, their classification, date of hire and their number of seniority hours shall be merged with the seniority lists of each Regional Health

Authority and EM/ANB Inc. pursuant to Article 38.01 of the Nurses, Part III collective agreement. The conversion of seniority hours (1.0 hour to 1.0 hour) will be based on a maximum of 1957.50 hours per continuous year of service in CUPE 1252.

The employer will provide a seniority list of the LPNs to the union. The LPNs seniority list will be separate from the RN's seniority lists.

The date of hire of the transferring employee will not change as a result of this transfer.

5. ANNIVERSARY DATE

Transferring employees shall retain the anniversary date of hire they had with CUPE 1252.

6. PROBATIONARY PERIOD

Upon signing of this Transfer Agreement, transferring employees who have successfully completed a probationary period will not be required to undergo a probationary period. A transferring employee, who upon transfer, is undergoing a probationary period pursuant to Article 2.03 of the CUPE 1252 collective agreement, will begin to serve a probationary period pursuant to Article 5.01 of the Nurses, Part III collective agreement, and will be given credit for time served on the probationary period with CUPE 1252.

7. TRIAL PERIOD

Upon signing of this Transfer Agreement, a transferring employee who is undergoing a trial period pursuant Article 31.04(a) of the CUPE 1252 collective agreement will begin to serve a trial period pursuant to Article 30.04 of the Nurses, Part III collective agreement and will be given credit for the time served on the trial period with CUPE 1252.

8. VACATION LEAVE CREDITS

Transferring employees with unused vacation credits accumulated under the CUPE 1252 collective agreement will be allowed to transfer these credits.

Vacation entitlement will be based on article 21.01 of the Nurses, Part III collective agreement and will be retroactive to October 8, 2021. Any differences in the previous and the new vacation entitlement will be adjusted accordingly for employees within 90 days of signing of this agreement.

All new employees hired after the signature of this Transfer Agreement will earn vacation credits in accordance with Article 21 of the Nurses, Part III collective agreement.

The Employer shall honour vacation requests that were approved prior to the date of transfer subject to operational requirements.

9. MATERNITY LEAVE AND CHILD CARE LEAVE

Current employees who are on maternity or childcare leave approved under the CUPE 1252 collective agreement will continue to have their leave administered in accordance with the maternity and childcare leave provisions of that agreement.

All new employees hired after the signature of this Transfer Agreement will continue to have their leave administered in accordance with the maternity and childcare leave provisions of the Nurses, Part III collective agreement.

10. SICK LEAVE CREDITS

Unused sick leave credits earned under the CUPE 1252 collective agreement will transfer to Nurses, Part III (up to a maximum of 240 days). Upon signing of the Transfer Agreement, sick leave credits shall be earned as per the Nurses, Part III collective agreement.

11. LONG TERM DISABILITY

The parties will continue to work expeditiously and in good faith on Long Term Disability (LTD) as it relates to Licensed Practical Nurses in compliance with the Letter of Intent re: Pension & LTD in the Nurses, Part III agreement.

12. INJURED ON DUTY/ WORKERS' COMPENSATION

Any Workers' Compensation claim filed by a transferring employee prior to the transfer shall continue to be administered in accordance with Article 43 of the CUPE 1252 collective agreement. Upon signing of the Transfer Agreement, new Workers' Compensation claims will be subject to Article 40 of the Nurses, Part III collective agreement.

13. LEAVES WITHOUT PAY

Every effort will be made to honour any commitments made to transferring employees regarding leaves of absence without pay that were approved prior to the signing of this agreement. This does not include leaves without pay per Article 29.05 - Leave for Union Business or 29.06 - Leave for Union Employment of the CUPE 1252 collective agreement.

14. CLASSIFICATION

The name of the classification will not change as a result of the transfer.

The parties will continue to work expeditiously and in good faith on classification process as it relates to the LPNs.

15. WAGES

NURSES - APPENDIX A			
HOURLY RATES OF PAY			
EFFECTIVE : OCTOBER 8, 2021			
Licensed Practical Nurses	28.75	29.80	30.88

Effective October 8, 2021, transferring employees shall have their relevant work experience allowed in determining their level in the salary scale in accordance with section 28.09 of the Nurses, Part III collective agreement.

For greater clarity, references to "registration as a registered nurse" in Article 28 – Salary Administration and the Letter of Intent re: Retention Premium, shall be read to include registration as a licensed practical nurse.

16. OVERTIME BANK

Hours in the overtime banks of former CUPE 1252 members of up to seventy-five (75) hours will transfer to the employee's Nurses, Part III overtime bank. Any banked overtime in excess of seventy-five (75) hours will be paid out within ninety (90) days of the signing of this Transfer Agreement.

17. STATUTORY HOLIDAY BANK

Hours in the statutory holiday banks of former CUPE 1252 members will transfer to the employee's Nurses, Part III statutory holiday bank. The Regional Health Authorities and EM/ANB Inc. will pay out these hours at the regular rate (straight time) at the employee's request.

18. VACANCIES

Licensed Practical Nurse vacancies shall be filled in accordance with Article 30.03 (a) of the Nurses, Part III collective agreement.

19. TEMPORARY ASSIGNMENT

Temporary assignments for Licensed Practical Nurses shall be filled in accordance with 31.02 (c) of the Nurses, Part III collective agreement.

20. PENSION

Effective October 8 2021, Licensed Practical Nurses under the Nurses, Part III Bargaining Unit shall cease contributing under the Shared Risk Plan for CUPE Employees of New Brunswick Hospitals (the "CUPE Hospitals SRP") and shall commence contributing to the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals (the "CBE SRP") contingent upon the eligibility provisions under that plan.

Accrued benefits under the CUPE Hospitals SRP for these employees shall remain in that plan and employment will be deemed not to be terminated by reason of this transfer agreement. As such, employment under the CUPE 1252 Bargaining Unit shall be considered for the purpose of eligibility of membership or vesting under the CBE SRP. Similarly, employment under the Nurses, Part III Bargaining Unit shall be considered for those employees with service under the CUPE Hospitals SRP for the purpose of vesting under that plan.

Licensed Practical Nurses who were on an unpaid approved leave of absence on October 8, 2021 shall be permitted to purchase that entire leave period under the CBE SRP following the conclusion of their leave period; all provisions applicable to purchases of service under the CBE SRP shall apply to these leave periods, and the cost to purchase the leave period shall be calculated in accordance with the "Approved Leave of Absence Period" provisions detailed within subsections 25.1, 25.2, 25.3 and 25.4 of the CBE SRP Plan Text.

21. RETIREMENT AND LAYOFF ALLOWANCE

Credit for years of service with the Regional Health Authorities or EM/ANB Inc. under the CUPE 1252 Bargaining Unit will be transferred for the purpose of calculating an employee's retirement and layoff allowance in accordance with Article 37 of the Nurses, Part III collective agreement. Each 1957.50 hours of continuous service with the CUPE 1252 Bargaining Unit, will count as 1957.50 hours of continuous service with the Nurses, Part III Bargaining Unit. The retirement and layoff allowance will be pro-rated with respect to part-time employees and will not apply to temporary and casual employees.

22. LAYOFF AND DISPLACEMENT/RECALL

Articles 34.06 (a) and (b) of the Nurses, Part III collective agreement will apply to Licensed Practical Nurses affected by a work shortage.

23. APPLICABILITY OF THE TRANSFER AGREEMENT

This Agreement shall apply to members of the CUPE 1252 Bargaining Unit who transfer to the Nurses, Part III Bargaining Unit, effective October 8, 2021 (see attached: Appendix "A" List of Former CUPE 1252 members) and to new employees hired by the Regional Health Authorities or EM/ANB Inc. into the Licensed Practical Nurse classification represented by this Agreement.

This transfer agreement shall become an addendum to the Nurses, Part III collective agreement.

Date signed: January 18, 2022