

**TRANSFER AGREEMENT
BETWEEN
THE BOARD OF MANAGEMENT
AND
NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

PREAMBLE: All Clinical Engineering Technologists currently represented by the New Brunswick Union of Public and Private Employees (Group: Medical Science Professionals) who are being transferred from FacilicorpNB to Service New Brunswick (Part I) ("SNB") or who are subsequently hired into one of these classifications within the Health Services Division of SNB will, following September 30, 2015, be included in the New Brunswick Union of Public and Private Employees (Group: Engineering & Field).

1. APPLICATION OF ENGINEERING & FIELD COLLECTIVE AGREEMENT

Effective October 1, 2015, the terms and conditions of employment for employees working in these classifications within the Health Services Division of SNB will be in accordance with the collective agreement covering employees in the New Brunswick Union of Public and Private Employees (Group: Engineering & Field), Part I, except for the provisions outlined below.

2. PROBATIONARY PERIOD

A former FacilicorpNB employee who has completed his/her probationary period as of October 1, 2015 will not be placed on probation upon transfer. A former FacilicorpNB employee who is on probation on October 1, 2015 will continue to serve a probationary period as specified in the Engineering & Field collective agreement, but will be given credit for time worked in FacilicorpNB.

3. TRIAL PERIOD

Article 25.04 of the Medical Science Professionals collective agreement, as it read on September 30, 2015, shall continue to apply to any former FacilicorpNB employee who, at the time of transfer, was serving a trial period in a new position in accordance Article 25.03 of the Medical Science Professionals collective agreement, as it read on September 30, 2015. That is, if, during the trial period, the employee is not confirmed in the new position or the employee requests to return to his/her former position, he/she shall be returned to his/her former position without loss of seniority at the same salary of his/her former position.

4. PAY PERIOD

Upon transfer to Part I, former FacilicorpNB employees will continue to be paid on the current pay system, as will employees who are hired into one of these classifications within the Health Services Division of SNB, until such time as they can be integrated into the Part I payroll system. The Employer will provide the Engineering & Field bargaining group with thirty (30) days' notice before implementing changes to the pay period.

5. ANNIVERSARY DATE

Former FacilicorpNB employees shall, upon transfer, retain the "anniversary date" they had with FacilicorpNB. Thereafter, the Engineering & Field collective agreement Article 21.05 (Anniversary Dates) shall apply. That is, at the discretion of the Deputy Head, the anniversary date may remain unchanged or may be changed to a common date.

6. PENSIONS

Employees being transferred from FacilicorpNB to SNB will have the choice to

- (i) remain as a contributor under the Certain Bargaining Employees' Shared Risk Plan ("CBE SRP"); or
- (ii) transfer to the Public Service Shared Risk Plan ("PSSRP") in Part I, if eligible.

An employee will have until December 31, 2015 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 December 31, 2015 will become a member of the PSSRP.

7. SENIORITY

Upon transfer to Part I, former FacilicorpNB employees shall retain the seniority hours accumulated in Part III, and will continue to accumulate seniority hours, up to a maximum of 1957.5 hours in any one (1) year. Employees who are hired into one of these classifications within the Health Services Division of SNB will also accumulate seniority hours, up to a maximum of the 1957.5 hours in any one (1) year.

The names and seniority hours of employees will be provided to the Engineering & Field bargaining group.

Prior to integration into the Part I payroll system, or when required, the Employer and the Union shall meet to discuss how to convert seniority hours to days. Employees will thereafter

accumulate seniority in accordance with Article 15 (Seniority) of the Engineering & Field collective agreement.

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

8. HOURS OF WORK

Notwithstanding Article 18 (Hours of Work) of the Engineering & Field collective agreement, Article 1.09, Article 16.01, Article 16.02, Article 16.08 and Article 16.12 of the Medical Science Professionals collective agreement, as it read on September 30, 2015, will continue to apply to employees in these classifications within the Health Services Division of SNB.

9. HOLIDAYS

Upon transfer to Part I, Article 22 (Holidays) of the Engineering & Field collective agreement shall apply to employees in these classifications within the Health Services Division of SNB. Where an employee is scheduled to work on the 24th of December, notwithstanding Article 22.01(b) of the Engineering & Field collective agreement, the employee shall be given straight time off in lieu thereof, for a full or half day, as the case may be, which shall be taken on a date that is mutually acceptable to the employee and his/her supervisor.

Article 18.04, Article 18.05, Article 18.06, Article 18.08, Article 18.09, Article 18.10, Article 18.11 and Article 18.12 of the Medical Science Professionals collective agreement, as it read on September 30, 2015, will continue to apply to employees in these classifications within the Health Services Division of SNB.

10. LAYOFF AND RECALL

Upon transfer to Part I, Article 17 (Layoff and Recall) of the Engineering & Field collective agreement will apply, except that the application of Article 17.07(c) shall be limited to the Health Services Division of SNB.

11. RETIREMENT

Former FacilicorpNB employees who choose to remain as a contributor under the CBE SRP, shall be granted the right to apply for the Phased in Retirement Program in accordance with the provisions of the CBE SRP.

12. RETIREMENT ALLOWANCE CREDITS

Credit for years of service with FacilicorpNB will be transferred for the purposes of calculating an employee's retirement allowance entitlement in accordance with Article 32.04 (Retirement Allowance) of the Engineering & Field collective agreement.

Employees who, on or before March 24, 2016, voluntarily elect to discontinue their retirement allowance accumulated prior to October 1, 2015, in accordance with the Medical Science Professionals collective agreement, will have no credits to transfer, but shall be eligible to start accumulating credits in accordance with Article 32.04 (Retirement Allowance) of the Engineering & Field collective agreement. Such accumulation shall be limited to the difference between 125 days and the number of days already paid out.

13. VACATION LEAVE CREDITS

Former FacilicorpNB employees who have unused vacation credits accumulated, shall be allowed to carry over their unused vacation credits entitlement to Part I to use in accordance with Article 23 (Vacations) of the Engineering & Field collective agreement.

Every effort will be made to honour vacation requests that were approved prior to the date of transfer.

Upon transfer to SNB, 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 former FacilicorpNB employees shall be in accordance with Article 23 (Vacations) of the Engineering & Field collective agreement.

14. SICK LEAVE CREDITS

Upon transfer to SNB, former FacilicorpNB employees will be allowed to transfer accumulated sick leave credits, up to a maximum of 240 days.

Any sick leave credits that were advanced to a former FacilicorpNB employee while he/she was employed at FacilicorpNB shall be paid back to SNB, in accordance with Article 24 (Sick Leave) of the Engineering & Field collective agreement.

Following transfer, former FacilicorpNB employees shall accumulate sick leave credits in accordance with Article 24 (Sick Leave) of the Engineering & Field collective agreement.

Upon transfer to SNB, former FacilicorpNB employees will be able to apply for special leave with pay when scheduling of medical or dental appointments prevents the employee from reporting for duty, as set out in Article 30.03 (Leave for Other Reasons) of the Engineering & Field collective agreement.

15. OVERTIME BANK

At the time of transfer, 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 19 (Overtime) of the Engineering & Field collective agreement.

Overtime will thereafter be earned in accordance with Article 19 (Overtime) of the Engineering & Field collective agreement, except that overtime will only apply to hours worked in excess of those set out in clause 8 of this Agreement.

16. MATERNITY LEAVE AND CHILD CARE LEAVE

Any maternity or child care leave will be administered in accordance with the maternity or child care leave provisions, as the case may be, of the collective agreement the employee was subject to at the commencement of the leave.

17. LEAVES WITHOUT PAY

SNB 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.

18. INJURED ON DUTY

A former FacilicorpNB employee who is receiving Workers' Compensation benefits at the time of transfer will continue to receive such benefits following the transfer for the period for which his/her claim continues to be active. Thereafter new claims will be processed by SNB (Part I) in accordance with Article 32.02 (Injured on duty) of the Engineering & Field collective agreement.

19. STORM LEAVE

Article 41 of the Medical Science Professionals collective agreement, as it read on September 30, 2015, will apply to employees in these classifications within the Health Services Division of SNB.

20. SUBSEQUENT POSITIONS

If an employee covered by this Agreement applies for and accepts a subsequent position in the Health Services Division of SNB in one of the classifications represented by this Agreement, the employee's rate of pay and terms and conditions of work shall continue to be in accordance with this Agreement.

21. CLASSIFICATIONS

Upon transfer to Part I, existing classifications will be transferred to the Engineering & Field collective agreement as follows:

FACILICORPNB CLASSIFICATIONS Part III	SNB CLASSIFICATIONS Part I
Clinical Engineering Technologist 1	Clinical Engineering Technologist 1
Clinical Engineering Technologist 2	Clinical Engineering Technologist 2
Clinical Engineering Technologist 3	Clinical Engineering Technologist 3
Clinical Engineering Technologist 4	Clinical Engineering Technologist 4

These classifications are for temporary purposes only. Once all Clinical Engineering Technologists have been classified within the Engineering & Field classification series, the Clinical Engineering Technologist specifications will be deleted.

22. WAGES

Clinical Engineering Technologists

A former FacilicorpnB employee transferring into one of the newly established SNB Clinical Engineering Technologist classifications will maintain his/her current rate of pay as of September 30, 2015.

The following wage scales will apply to employees in these classifications within the Health Services Division of SNB.

HOURLY RATES Effective July 1, 2015

Classification	A	B	C	D	E	F
Clinical Engineering Technologist 1 (Group 1)	20.86	21.91	22.97	24.13	25.09	26.36
Clinical Engineering Technologist 2 (Group 3)	24.48	25.59	26.78	28.01	29.09	30.56
Clinical Engineering Technologist 3 (Group 4)	26.20	27.41	28.75	30.07	31.26	32.83
Clinical Engineering Technologist 4 (Group 5)	27.99	29.32	30.71	32.22	33.54	35.21

**HOURLY RATES FOR FORMER FACILICORPNB TEMPORARY EMPLOYEES
Effective July 1, 2015**

Classification	A	B	C	D	E	F
Clinical Engineering Technologist 1 (Group 1)	23.60	24.74	25.98	27.25	28.37	29.80
Clinical Engineering Technologist 2 (Group 3)	27.68	28.89	30.27	31.66	32.88	34.53
Clinical Engineering Technologist 3 (Group 4)	29.62	30.95	32.49	33.98	35.32	37.09
Clinical Engineering Technologist 4 (Group 5)	31.64	33.12	34.70	36.41	37.90	39.81

** Former FacilicorpNB employees shall be entitled to any retroactive wage adjustments, effective prior to October 1, 2015, in the Medical Science Professionals collective agreement.

23. MERIT INCREASES

Notwithstanding Article 21.06 (Merit Increases) of the Engineering & Field collective agreement, for up to one (1) year following the date of transfer, Article 2.03, Article 29 and Article 30 of the Medical Sciences Professionals collective agreement, as it read on September 30, 2015, will apply.

Following the completion of the Job Evaluation process described in clause 26 below, or September 30, 2016, whichever occurs first, a former FacilicorpNB employee shall thereafter receive his/her merit increase in accordance with Article 21.06 (Merit Increases) of the Engineering & Field collective agreement. Following September 30, 2016, Article 2.03, Article 29 and Article 30 of the Medical Sciences Professionals collective agreement, as it read on September 30, 2015, will no longer apply to employees covered by this Agreement.

24. STAND-BY AND CALL-BACK

Notwithstanding Article 20 (Premium Pay) of the Engineering & Field collective agreement, Article 34, (except sub-Article 34.06), of the Medical Science Professionals collective agreement, as it read on September 30, 2015, will apply to employees in these classifications within the Health Services Division of SNB.

25. TEMPORARY EMPLOYEES

Former FacilicorpNB temporary employees shall be paid in accordance with the hourly rates for former FacilicorpNB temporary employees set out in clause 22 above.

Former FacilicorpNB temporary employees shall not be entitled to accumulate vacation, holiday, sick leave or other cumulative benefits.

In addition, the following articles of the Engineering & Field collective agreement shall not apply to former FacilicorpNB temporary employees: Article 19.03(b), Article 19.03(c) and Article 19.04 and Article 22.

A leave of absence without pay for former FacilicorpNB temporary employees shall be granted on a yearly basis for a period of at least two (2) weeks upon application to the Employer in accordance with Article 23.05 of the Engineering & Field collective agreement.

Seniority of former FacilicorpNB temporary employees shall be calculated on a pro-rated basis.

Upon transfer to Part I, Article 2.06 and Article 18.12 of the Medical Science Professionals collective agreement, as it read on September 30, 2015, will continue to apply to former FacilicorpNB temporary employees.

As of October 1, 2015, a temporary employee hired into one of these classifications within the Health Services Division of SNB, shall be subject to the provisions for temporary employees set out in the Engineering & Field collective agreement.

26. JOB EVALUATION

Within one (1) year of the date of the transfer, the Engineering & Field Joint Maintenance Committee will evaluate the transferred classifications based on position description questionnaires (PDQs) completed by employees. The Job Rating Process and Procedure will be followed as outlined in the Engineering & Field Joint Classification Maintenance Terms of Reference, section 3.2. As per Chapter 5, Position Classification Process, in the Classification Reference Manual, a reclassification becomes effective the first day of the pay period in which the PDQ was received by the departmental Human Resources Branch.

Following evaluation, employees will be appropriately placed in the Engineering & Field classification series and corresponding pay plan. As a result of the evaluation, if an employee occupies a classification with a lower rate of pay than previously held by the employee, the employee will be placed on step in the Engineering & Field pay plan with a value closest to, but not less than, the employee's rate of pay effective September 30, 2015 plus any merit increases subsequently received. If the employee's rate of pay in effect September 30, 2015 plus any merit increases subsequently received, exceeds the discretionary maximum rate of the Engineering & Field pay plan, the employee will be deemed red-circled until such time as the maximum rate of the Engineering & Field pay plan reaches the employee's red-circled rate of pay.

If a PDQ is not submitted by October 1, 2016, the Department of Human Resources will be responsible to place employees into the Engineering and Field classification series.

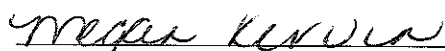
Upon placement to the Engineering & Field pay plan, employees working in the Health Services Division of SNB will continue to be paid for 37.5 hours a week.

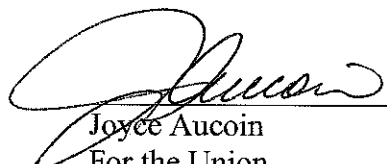
27. APPLICABILITY OF THE COLLECTIVE AGREEMENT

This Agreement shall apply to members of the Medical Science Professionals who transfer to SNB effective October 1, 2015 (see attached: Appendix "A" List of Transferring Employees) and to new employees hired by SNB into a position in the Health Services Division in one of the classifications represented by this Agreement, as specified herein.

This transfer agreement shall become an addendum to the Engineering & Field collective agreement entered into between the parties on December 20, 2011.

Date signed: September 28th, 2015


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For the Employer


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For the Union

