

TRANSITION AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

(Represented herein by the Treasury Board Secretariat)

AND

**THE PROVINCIAL HEALTH AUTHORITY operating as
NEWFOUNDLAND AND LABRADOR HEALTH SERVICES**

(Combining the former Eastern Regional Integrated Health Authority (including the Faith Based Homes), Central Regional Health Authority, Western Regional Health Authority, Labrador-Grenfell Regional Health Authority and the Newfoundland and Labrador Centre for Health Information)

AND

THE REGISTERED NURSES' UNION NEWFOUNDLAND AND LABRADOR

This agreement (the “Transition Agreement”) is made this 26th day of February two thousand and twenty six (the “Effective Date”) in accordance with Clause 41.02 of the Collective Agreement between His Majesty the King in Right of Newfoundland and Labrador (represented herein by the Treasury Board Secretariat), the Provincial Health Authority operating as Newfoundland and Labrador Health Services (NLHS), and the Registered Nurses’ Union Newfoundland and Labrador (RNUNL) effective August 4, 2023 (the “Collective Agreement”). It is recognized that if there is any conflict with the Collective Agreement, the Transition Agreement shall apply unless otherwise specified herein. This Transition Agreement governs all members of the RNUNL who are employees of NLHS (referred to herein as the “Employer”).

It is further recognized that as of the Effective Date of this Transition Agreement, the four transition agreements and their associated letters of understanding with each of the Employer’s legacy organizations, as outlined below, will be repealed and replaced with this Transition Agreement:

- Transition Agreement between Her Majesty the Queen in Right of Newfoundland, the Newfoundland and Labrador Health Boards Association representing the Eastern Regional Integrated Health Authority and the Newfoundland and Labrador Nurses’ Union; dated Feb 26, 2010.
- Transition Agreement between Her Majesty the Queen in Right of Newfoundland, the Newfoundland and Labrador Health Boards Association representing Central Regional Health Authority, and the Newfoundland and Labrador Nurses’ Union; dated April 26, 2010.
- Transition Agreement between Her Majesty the Queen in Right of Newfoundland, the Newfoundland and Labrador Health Boards Association representing Western Regional Health Authority and the Newfoundland and Labrador Nurses’ Union; dated March 31, 2010.
- Transition Agreement between Her Majesty the Queen in Right of Newfoundland, the Newfoundland and Labrador Health Boards Association representing Labrador-Grenfell Regional Health Authority and the Newfoundland and Labrador Nurses’ Union; dated August 23, 2010.

In accordance with section 6(2) of the *Provincial Health Authority Act*, the parties agree that there has been a transfer of business and that NLHS is the successor in law to the former Regional Health Authorities. As of April 1, 2023, all employees of the former Regional Health Authorities became employees of NLHS. References to Zone(s) in this Agreement are in relation to the five geographic areas within NLHS, as defined and published by NLHS in relation to its transfer of business.

1. Bargaining Unit Structure

- 1.1 As per the order of the Labour Relations Board (“LRB”) dated February 26, 2026, (the LRB Order), a copy of which is attached as Schedule “A”, it was determined that there be established a single bargaining unit for all classifications covered by the Collective Agreement where the individual is an employee of NLHS, including those RNUNL

members employed by St. Patrick's Mercy Home, The Agnes Pratt Home, Saint Luke's Home and The Salvation Army Glenbrook Lodge (collectively the "Faith-Based" Homes).

- 1.2 The reference throughout the Collective Agreement to bargaining units or "Employees" now refers to employees who are RNUNL members as defined by the Collective Agreement at all sites operated by the Employer as one single bargaining unit.

2. Seniority

- 2.1 The seniority lists of all RNUNL employees in each Zone within NLHS will merge effective April 1, 2023. The Employer will post the new single seniority list in all work sites prior to April 26, 2026. Subject to protests (as per paragraph 2,7) and grievances, the new single seniority list will be effective April 26, 2026.
- 2.2 Employees whose names appear on more than one existing seniority list may combine their seniority providing that no employee will be credited with more than equivalent full-time hours in any calendar year. Hours beyond the full time equivalent cannot be carried forward to a later calendar year.
- 2.3 Registered Nurses and Nurse Practitioners will be placed on the same seniority list.
- 2.4 Employees who resigned from a position in one Zone operated by NLHS since April 1, 2023 to take a position, other than a casual position, in another Zone shall have their seniority ported as contemplated by the letter regarding "Portability of Seniority" at page 221 of the Collective Agreement. The parties agree that within two (2) months of the effective date of this Agreement, the Employer and the Union will review grievances related to these issues.
- 2.5 Employees who are employed in the Employer's Western Zone and have their seniority tracked via seniority number versus seniority hours will have their seniority converted to hours as set out in Section 12 of Schedule K in the Collective Agreement.
 - 2.5.1 Schedule K will be used to calculate accrued seniority in Western Zone from December 31, 1996 through April 1, 2023.
 - 2.5.2 Employees hired in Western Zone prior to December 31, 1996 will have their seniority hours calculated using existing payroll and personnel information regarding hours worked by each employee.
 - 2.5.3 From April 1, 2023 onward seniority for WZ employees will be based on hours.
 - 2.5.4 The parties agree that "full time hours" as described in Schedule K means 1950 hours per year.
 - 2.5.5 The parties agree that after the conversion of seniority in WZ from date to hours, Schedule K will be terminated.

- 2.6 Concerning Article 24 (Promotions and Staff Changes) and Schedule N (LAYOFF AND RECALL), where two (2) or more employees have the same seniority, the order of seniority will be determined by a one-time random draw between the affected individuals. A Union representative, together with the individuals whose names are in the hat, or their designates, are entitled to be present with Employer representatives when the draw takes place.
- 2.7 Employees will have sixty (60) days from the date of the merged seniority list being posted, as outlined in paragraph 2.1, to submit a protest to the Human Resources Department via hrrservicecentre@nlhealthservices.ca outlining the specific reason why they feel their seniority to be incorrect (the "Protest Period"). The Human Resources Department will have ninety (90) days from the date the request was received to provide the employee with a written response outlining the outcome of their seniority protest and the detail of what adjustments, if any, were required. A copy of the response will be copied to the employees' personal file.
- 2.8 The Employer will post the revised seniority list reflecting any amendments following the Protest Period within six months of the Effective Date of this Transition Agreement.
- 2.9 The parties recognize that there may be extenuating circumstances why an employee may not be able to meet the 60-day timeline to submit a protest (i.e. where on Leave of Absence, Parental Leave or long-term sick leave), and where appropriate will allow for a late submission. The Employer will not be required to repost the revised seniority list each time an amendment is made due to delayed protest. These changes will however be reflected in the seniority list posted annually.
- 2.10 Subject to any mutual agreement to the contrary, displacements or staff changes that have occurred will not be altered or voided due to the discovery of errors not brought to the attention of the Employer during the Protest Period, and the Parties agree that there will be no grievances submitted in relation to same.

3. Staff Changes

- 3.1 As of the Effective Date of this Transition Agreement, when filling permanent and/or temporary and/or casual vacancies any required assessment of seniority will be on the basis of one provincial wide bargaining unit and one single seniority list.
- 3.2 All employees will be assigned a primary site of work. It is recognized that certain positions may be permanently required to work on a multi-site basis or have zone and/or province-wide responsibilities. These affected individuals will be given written notification of this requirement. All other situations involving a temporary

displacement will be dealt with in accordance with Article 24.09 of the Collective Agreement.

4. Transfer of Services within NLHS

4.1 For the purpose of this Article, a "Service Transfer" is the transfer of a service from one physical location to another within NLHS. Service Transfer does not include a change in the management reporting structure or a location change within the same facility or site operated by the Employer.

4.2 NLHS reserves the right to transfer Employees as a result of Service Transfer. Employees who are transferred shall retain seniority, years of service, and other recognized earned and portable benefits outlined in Article 39.01 of the Collective Agreement.

4.3 Employees who are affected by Service Transfer and whose position is being transferred more than 80 kms shall be given a choice of accepting the transfer, moving into an existing vacancy within their 80 km radius, or accessing the provisions of Schedule N of the Collective Agreement.

4.4 Where there is an associated elimination of positions within the service, the Employer will offer RNs/NPs, on the basis of seniority, the choice of transferring within the service or accessing Schedule N options. If there are not enough RNs/NPs interested in transferring within the service, the Employer reserves the right to transfer RNs/NPs to meet the needs of the service commencing with the most junior RN/NP qualified to do the work being transferred. Services with ratio agreements in place may include experience in the program as part of the qualifications.

4.5 NLHS will select employees on the basis of seniority and skill mix when examining transfers to comparable positions within the service.

4.6 NLHS will provide a familiarization period up to but not exceeding 75 hours of worked time, to the employees transferring with their Department/Program to a new site. This will assist them in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.

4.7 Subject to any rights under Schedule N, temporary employees in a department/program that is affected by Service Transfer will transfer with the department/program where the associated permanent position is also being transferred.

4.8 Subject to any rights under Schedule N, casual and temporary employees on lay-off will be transferred with the program/service they usually work in.

4.9 Subject to any rights under Schedule N, employees on layoff and employees on various forms of approved leave recognized in the Collective Agreement shall have the same options available to them in the event of a Service Transfer, as though they were working.

5. Statutory Holidays

5.1 Subject to Article 17.01 and the “Statutory Holiday Replacement” letter of understanding on pages 217 and 218 of the Collective Agreement, Employees shall continue to observe the two additional statutory holidays they had been observing immediately prior to this Agreement.

5.2 Subject to Article 17.02 and the “Statutory Holiday Replacement” letter of understanding, Public Health Nurses shall observe whichever holiday is mutually agreed between the parties as the one additional statutory holiday. This day must be taken within the calendar year.

6. Professional Practice/Labour Management Committees

The Parties agree to the establishment of joint committees to deal with professional practice and labour management issues functioning on local and zonal levels. Where there are both professional practice issues and labour management issues on the agenda, professional practice issues shall be dealt with first.

6.1 Local Committees:

Local Committees will be governed by Articles 5.02 and 49 of the Collective Agreement and will meet at least once monthly.

6.2 Zonal Committees

6.2.1 Zonal structure:

In addition to the local committees as per 6.1, zonal committees will be established for each of the five zones: Eastern Urban, Eastern Rural, Central, Western, and Labrador-Grenfell. Zonal committees will meet on a quarterly basis.

Membership of the Zonal Committees will include a Professional Practice representative and at least one Human Resources Consultant (Labour Relations). The regional representative(s) from the RNUNL Board of Directors will also sit on the zonal committee. The Parties agree that the Senior Director for the program(s) with

issues being escalated to the Zonal Committee as well as applicable branch presidents/representatives, will be invited as required.

6.3 Provincial Committee

6.3.1 Provincial structure:

In addition to the Local Committees as per 6.1 and the Zonal Committees as per 6.2, a Provincial Committee will be established to deal with those matters that are not able to be addressed by the Local and/or Zonal Committees, and/or pursuant to the process outlined in Article 49 of the Collective Agreement. The Provincial Committee will meet on a semi-annual basis. The Provincial Committee can also meet on an ad hoc basis, as necessary.

Membership of the Provincial Committee will include the Chief Nursing Officer, the Senior Director of Provincial Clinical Practice, and the Director and Senior Director for People (Labour Relations). The RNUNL Provincial President, Executive Director and/or Designate will also sit on the Provincial Committee. NLHS Vice-Presidents and/or COOs may be invited as required by agenda topics.

6.4 The list of Local or Zonal Committees may be amended upon mutual agreement of the parties.

7. Employees working with more than one Legacy Organization

7.1 Existing Multi-Position employees

Employees who, prior to the Effective Date of the Transition Agreement, occupy more than one position with the Employer, may continue to hold these positions provided the following criteria are met:

- a) No employee will be permitted to hold positions whose combined hours of work exceed 75 hours biweekly (i.e. greater than 1.0 FTE); and
- b) No employee will be permitted to hold more than one permanent full-time position.

Employees whose combined positions are greater than 1.0 FTE shall advise the Employer of which position they wish to resign from so their total hours of work does not exceed 75 hours biweekly. Alternatively, Employees may request in writing, in accordance with Article 24.10, to reduce their hours in one of the positions so that their total hours do not exceed 1.0 FTE.

- 7.2 Employees who, prior to the Effective Date of this Transition Agreement, held a permanent part-time position with one of the Employer's Legacy Organizations and worked on a casual basis with another of the Employer's Legacy Organizations, will no longer be paid as if they were two separate employees. All hours worked in excess of their permanent part-time hours will be treated as additional shifts and the employee will be paid as per the Letter of Understanding entitled "Part-time Employees Working Additional Shifts" on page 196 of the Collective Agreement.

7.3 Employees who, prior to the Effective Date of this Transition Agreement, held a permanent, temporary, or casual position with one of the Employer's Legacy Organizations and also worked under a Travel Locum Private Agreement and/or any other Private Agreement /Pilot Project with enhanced benefits with another Legacy Organization will no longer be treated as having two distinct employers. Employees will be permitted to continue such arrangements provided that the criteria of Section 7.1 herein are met.

7.3.1 Premiums and benefits negotiated in the applicable Private Agreement/Pilot Project will supersede Collective Agreement language in instances where employees are subject to the applicable Private Agreement/Pilot Project language.

7.4 Future Multi-site or Program positions

7.4.1 Casual employees may be permitted to work on a casual basis at any of the Employer's sites or in multiple clinical areas, to a maximum of three sites/areas/units, subject to the following:

a) Approval is required from each manager responsible for each of the clinical areas where the employee wishes to work.

b) The employee must advise each manager of their work schedule.

c) One manager must take responsibility for the employee's payroll.

d) Each manager is responsible for ensuring that the employee receives proper orientation to their clinical area.

e) All hours worked will count towards the requirements pursuant to Article 33.02.

7.4.2 Permanent part-time employees may be permitted to work additional shifts outside their area/unit, subject to the following:

a) Approval from the employee's permanent part-time manager is required.

b) The employee must advise each manager of their work schedule.

c) The employee's permanent part-time manager must take responsibility for the employee's payroll.

d) If the employee works in excess of their normal hours as per Articles 8 and 32.05 of the Collective Agreement, the manager of the area where the hours worked were incurred is responsible for the additional premium cost. Where the employee is scheduled for additional shifts that lead to premiums such as consecutive shift premium during their regular part time shifts, the additional cost will be paid by the area where the employee is working additional hours.

e) Extra shifts are to be offered to permanent part-time employees and casual employees in the work area/unit prior to offering additional work to employees outside the area/unit.

f) The above criteria are to be read in conjunction with those outlined in the Letter of Understanding entitled "Part-time Employees Working Additional Shifts" on page 196 of the Collective Agreement, except for clause (b) of the Letter of Understanding.

g) The manager of the area where the employee wishes to work additional shifts is responsible for ensuring that the employee receives proper orientation to this clinical area.

7.4.3 Permanent part-time employees are permitted to be awarded a second part-time position with the Employer pursuant to Article 24 of the Collective Agreement, subject to the following:

a) The combined hours of work must not exceed 75 hours biweekly (i.e. greater than 1.0 FTE).

b) Approval of the employee's current and future part-time manager is required.

c) The manager of each area reserves the right to change the employee's hours of work in accordance with Article 8 of the Collective Agreement. If this change creates a scheduling conflict, the employee will be required to forfeit one of their part-time positions.

d) The employee must advise each manager of their work schedule. The employee's initial permanent part-time manager must take responsibility for the employee's payroll.

e) If the employee works in excess of their normal hours as per Article 8 of the Collective Agreement, the manager of the area where the hours worked were incurred is responsible for the additional premium cost.

f) The manager of the area where the employee is seeking a second part-time position is responsible for ensuring that the employee receives proper orientation to the clinical area.

7.4.4 In exceptional circumstances only (i.e. when current staff who normally work in the work area/unit to which they are assigned are unavailable), permanent employees may be permitted to work in excess of permanent full-time hours in an area outside their clinical area/unit. Prior approval from the employee's manager is required and all hours worked in excess of their normal hours will be considered overtime and the employee will be compensated at the applicable overtime rate in accordance with Article 9 of the Collective Agreement.

The employee must inform their manager of all excess hours worked in another clinical area/unit.

7.5 Forfeiture of Multi-site Arrangements

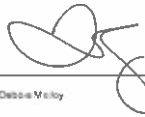
Employees who hold more than one position with the Employer, whether on a permanent, temporary or casual basis, may be permitted to forfeit one of the positions, as follows:

- a) An employee who holds multiple permanent positions may forfeit one of their permanent positions and retain their accumulated seniority and status. Employees will be required to provide the manager of the permanent position that the employee intends to forfeit with three weeks' written notice per Article 29.03 of the Collective Agreement.
- b) An employee who is working in a permanent and temporary position concurrently and who subsequently forfeits their permanent position(s) will retain their accumulated seniority but will forfeit their permanent status. Employees will be required to provide the manager of the position the employee intends to forfeit with three weeks' written notice per Article 29.03 of the Collective Agreement.
- c) An employee who is working in a permanent or temporary position and a casual position concurrently and who subsequently forfeits their permanent or temporary position(s) will forfeit their seniority in accordance with the Letter of Understanding re: Portability of Seniority on page 221 of the Collective Agreement. Employees will be required to provide the manager of the position the employee intends to forfeit with three weeks' written notice per Article 29.03 of the Collective Agreement.

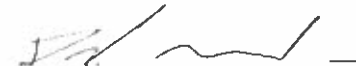
Signed on behalf of the NLHS by authorized
officers on behalf of all hospitals and agencies
listed in Schedule C(a) of the Collective Agreement and in the presence of the
witness hereto subscribing



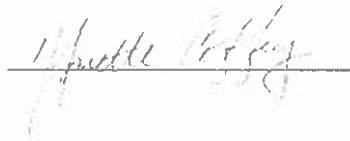
Witness


Debbie Meloy

Signed on behalf of the Registered Nurses
Union of Newfoundland and Labrador by its
authorized officers in the presence of the
witness hereto subscribing



Witness



Signed on behalf of Treasury Board by its
authorized officers in the presence of the
witness hereto subscribing

Jessica Abbott
Witness

Fiona Ellis
Fiona Ellis
ADM Collective Bargaining