

TRANSITION AGREEMENT

BETWEEN

THE HEALTH CARE CORPORATION OF ST. JOHN'S
(herein after referred to as the Employer)

AND

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS
OF NEWFOUNDLAND AND LABRADOR
(herein after referred to as the Association)

Original: September 1, 1995
Revised: March 12, 2004

This agreement made this 12th day of March, two thousand and four in accordance with clause 33.02 of the Collective Agreement signed between the parties on February 8, 2002, herein after referred to as the Collective Agreement. This Memorandum of Agreement governs all members of the Association of Allied Health Professionals who are employees of the Health Care Corporation of St. John's.

Article 1

- (A) In Schedule B to the Collective Agreement, it is recognized that the Health Care Corporation of St. John's refers to one single Employer operating facilities at the following sites:
- Janeway Child Health and Rehabilitation Centre
 - Dr. Leonard A. Miller Centre
 - General Hospital (HSC)
 - St. Clare's Mercy Hospital
 - Waterford Hospital (including Community Care, Terrace Clinic and Mill Lane)
- (B) The reference throughout the Collective Agreement to bargaining units refers to employees as defined by the Collective Agreement at all sites operated by the Employer as one single bargaining unit.
- (C) The Collective Agreement shall be applied by the Employer as a single site of operation except as follows:
1. Clause 13.06 – Selection of Vacation Dates shall be applied on a site and/or program/department basis and not Employer wide.
 2. Clause 20.04 - Sharing of Overtime shall be applied on a site and/or program/department basis and not Employer wide.
 3. Article 2 – Lay-off and Displacement Procedure shall be applied on a division, program/department, site basis or Employer wide.

Article 2

For the purposes of transfer of service, organizational integration, displacement and recall, the following shall apply:

- (A) Transfer of Service
1. The Employer reserves the right to transfer employees between sites as a result of service transfers.
 2. If no downsizing occurs as a result of a transfer of service, employees will transfer with the service and will have no access to the displacement procedure in 2(B) below.

3. Employees may be required to work on a multi-site basis with the Employer.
4. If a transfer of service to another site occurs where the combined service cannot accommodate all employees, then the affected employee(s) will have access to the displacement procedure outlined in 2(B) below.
5. The Employer will provide a familiarization period to the employees transferring to a new site or service that will assist them in becoming acquainted with essential information such as policies and procedures, routines and physical environment.

(B) Lay-off and Displacement Procedure

Employees whose positions are affected by the Employer's decision to layoff shall have the right to:

1. have a union representative in attendance when displacement options are explained.

2. accept the lay-off;

(or)

3. displace the junior permanent employee in the same or lower bargaining unit classification either:
 - within their division; or
 - within their program/department; or
 - within their site; or
 - within the corporation

provided that the affected employee has the necessary qualifications, ability and fitness to perform the work required and displaces an employee with less seniority,

(or)

4. displace any junior temporary employee with a remaining work assignment greater than 12 weeks, in the same or lower bargaining unit classification while maintaining their permanent status:

- i. within their division; or
- ii. within their program/department; or
- iii. within their site; or
- iv. within the corporation.

The twelve (12) week requirement may be waived by mutual agreement between the Employer and the Union when there is minimal orientation required. Permanent employees who displace into temporary positions shall exercise their displacement rights again when the temporary positions end.

5. If it is determined that the displaced employee is unable to perform the duties of the job as a result of qualifications, ability and fitness, this employee will be permitted to displace the next most junior employee in the classification chosen provided the employee has the qualifications, ability and fitness to perform the work required and displaces an employee with less seniority.
6. If an employee has an option to displace a junior employee at the same classification level but chooses to displace at the lower level, clause 25.07(b), Voluntary Demotion, of the Collective Agreement will apply.
7. When an involuntary displacement to the lower level occurs, clause 25.07(a) of the Collective Agreement will apply.
8. All employees who are displaced shall be deemed to have received notice of layoff at the same date, as the senior employee whose position was no longer required.
9. Permanent employees who are in temporary positions while maintaining their permanent status or on leave of absence shall return to their permanent status/position to exercise their displacement rights when their temporary assignment or leave of absence ends.
10. Temporary employees who are displaced by a permanent employee on lay-off shall displace the most junior temporary employees either:
 - i. within their division; or
 - ii. within their department/program; or
 - iii. within their site; or
 - iv. within the corporation.

Temporary employees will only have displacement rights when they are displaced by a senior laid off employee. They will not have displacement rights when their temporary position ends during the normal course of operations.

When there are a number of temporary employees being displaced the Union and the Employer agree to ensure that the senior temporary employees have the options of displacing the junior temporary employee with the longer remaining work assignments.

Article 3 Orientation

Employees displacing or being recalled to a new site and/or a new program/department will be provided orientation.

Article 4 Displacement into Positions requiring Additional On-the-Job Training

- (A) The Employer recognizes the Union's concerns with job security of senior employees. In the event a senior permanent employee requires on-the-job training in order to qualify to displace a junior employee in a permanent position, and there are no other displacement options in the same or lower bargaining unit classification (including temporary positions greater than 12 weeks), the Employer commits to provide on-the-job training up to and including four (4) months duration.
- (B) In the event the Employer provides on-the-job training to a senior permanent employee, the senior employee shall not be deemed to have displaced a junior employee until the on-the-job training is complete.

Article 5 Notification to the Employer of Displacing Employees

Employees wishing to exercise their rights to displace other employees shall notify the Employer within ninety-six (96) hours of receipt of notice of lay-off. In situations where notice of lay-off has already been given, the ninety-six (96) hours shall not commence until the individual employee has been made aware of his/her options. This will give other employees affected by the lay-off an opportunity to displace into other positions.

Article 6 Employees Reverting to Previous Position

Provided the Employee is not on lay-off, if the position of the displaced employee becomes vacant within the next two (2) years of his/her being displaced from his/her position, he/she will be given the option to revert back to his/her previous position. The Union agrees to waive the posting. The two year period shall run from the original date of displacement and shall only apply to the initial position the employee is displaced from, and shall not be extended by reason of casual employment or recalls of any nature.

The employee must indicate in writing to the Manager of Employment and Benefits his/her desire to revert to his/her previous position within seven (7) days of receipt of notice of lay-off.

Article 7 Recall of Employees

(A) Subject to Article 8 – Protection of Hours, in situations where there are employees on lay-off with recall rights, the following shall apply:

1. Article 6 – “Employees Reverting to Previous Position” shall first be complied with.
2. Permanent employees will have the right to be recalled to permanent positions and temporary positions with the Employer. Once all permanent employees on lay-off or under notice of lay-off have been recalled, the recall rights of temporary employees shall be activated, provided that no person (other than a permanent or temporary employee) shall be awarded a temporary position while there are temporary employees with recall rights on lay-off.

Permanent employees will be recalled by seniority to the same or lower classification in the discipline from which they were laid off, provided the affected employee has the necessary qualifications, ability and fitness to perform the work required. Permanent employees who refuse recall to a lower classification shall not lose their seniority but will forfeit their right of future recall to positions in that pay level.

Permanent employees who refuse recall to the same or higher classification shall lose their seniority and will be considered terminated.

If a permanent employee accepts recall to a permanent position in a lower classification clause 25.07(b) of the Collective Agreement will apply. Permanent employees accepting recall to a lower classification will forfeit their right to recall in the classification from which they were laid off.

As employees are laid off they shall advise the Employer, in writing, within seven (7) calendar days of their desire to perform casual work.

3. The posting requirements of the Collective Agreement shall then be activated. It is recognized that senior permanent employees can be awarded a permanent position in accordance with Article 25, Promotion and Staff Changes. Employees will not be awarded permanent or temporary status while there are permanent employees on lay-off.
 - (B) Employees being recalled to positions with the Employer shall notify the Employer within one week of their intention to return to work from recall or not. The employee accepting recall will be entitled to a maximum of three (3) weeks before he/she must return to work.
 - (C) The Union acknowledges the Employer's right to utilize casual or temporary employees after permanent employees on lay-off status have been given the opportunity to fill the position until the recalled employee returns to work.
 - (D) Subject to Article 24.05 of the collective agreement permanent full-time employees have the right to refuse recall to temporary and part-time positions and permanent part-time employees have the right to refuse recall to temporary or full-time positions.

Permanent employees shall have recall rights to permanent and temporary positions in the Health Care Corporation of St. John's.

Temporary employees shall have recall rights to temporary positions within the Health Care Corporation of St. John's.

Article 8 Protection of Hours

- (A) Permanent full-time employees, who are displacing other employees as a result of lay-off notice being given, shall have their

full-time hours of work protected, provided full-time work is available, unless otherwise agreed upon by the Employer and the Union.

- (B) Permanent part-time employees who are displacing employees as a result of lay-off notice being given, shall have their part-time hours of work protected, provided part-time work is available, unless otherwise agreed upon by the Employer and the Union.

Article 9 Seniority

- (A) The seniority date of employees shall be determined as of the last payday before the Employer gives notice of lay-off.
- (B) If the situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by random draw, i.e. drawing of names from a hat. A Union representative, together with the individuals whose names are in the hat or their designates are entitled to be present with management when the draw takes place.
- (C) Subject to Article 9(d) below, when positions that had previously been non-union are transferred into the AAHP bargaining unit, the incoming employee shall accumulate seniority as of the date of transfer into the bargaining unit.
- (D) Subject to Article 9(c) above, employees who have previously held a bargaining unit position in the site in which they were working as of March 31, 1995, will be credited with any previous bargaining unit seniority provided that there was no break in service. This previous bargaining unit seniority shall be recognized even if after March 31, 1995, the employee relocates to another site with the Employer.

Article 10 Lay Off and Recall of Employees on leave of absence or Worker's Compensation

Employees on an approved leave of absence or in receipt of Worker's Compensation shall be laid off and recalled in the same manner as any other employee. If they are unavailable or unable to return to work because of Worker's Compensation or leave of absence, they will be reinstated as employees for the purposes of any benefits that they may be entitled to under the Collective Agreement as of the date of recall and the next qualified permanent employee on lay off or a temporary employee

shall be hired in their place for the remainder of their leave of absence or Worker's Compensation.

Article 11 Severance Pay

Permanent employees who resign in writing shall be entitled to severance pay in accordance with the Collective Agreement. Employees who have been on lay-off for longer than two (2) years shall be entitled to severance pay at which time they will be considered terminated by the Employer.

Article 12 Situations where the Right to Displace is Overridden by the Posting Requirements

The Employer may transfer employees within their program/department prior to issuing lay-off notices.

Displaced employees will only be able to displace into existing vacancies outside their program/department if the Employer and the Union consent.

All remaining vacant or newly created positions must be filled in accordance with the Collective Agreement.