

MEMORANDUM OF AGREEMENT

BETWEEN

EASTERN REGIONAL INTEGRATED HEALTH AUTHORITY

AND

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS NEWFOUDLAND AND LABRADOR

September 3, 2010

**Memorandum of Agreement
Eastern Health & AAHP: NL
Without Prejudice and Without Precedent**

This agreement made this 3rd day of September two thousand and ten between Eastern Regional Integrated Health Authority (hereinafter called "the Employer" or "Eastern Health) and Association of Allied Health Professionals (hereinafter called "the Union") in accordance with Article 33.02 of the AAHP Collective Agreement, hereinafter referred to as the Collective Agreement. This Agreement governs all members of the AAHP bargaining group, specified herein, who are employees of Eastern Health and is effective as of September 3, 2010.

This Memorandum of Agreement (MOA) applies to AAHP employees who were employed by the following legacy organizations/sites:

- Avalon Health Care Institutions;
- Peninsulas Health Care Corporation;
- Health Care Corporation of St. John's;
- Newfoundland Cancer Treatment and Research Foundation;
- St. John's Nursing Home Board: Hoyles-Escasoni and Masonic Park (including all Regional AAHP employees).

Therefore, effective the date that this MOA comes into effect, the three transition agreements with each of the Employer's Legacy Organizations, as outlined below will be repealed and replaced with this agreement:

- Transition Agreement between Avalon Health Care Institutions Board and The Association of Allied Health Professionals; dated March 7, 1996.
- Transition Agreement between The Health Care Corporation of St. John's and The Association of Allied Health Professionals; original dated September 1, 1995. Revised: March 12, 2004.
- Transition Agreement between Peninsulas Health Care Corporation and The Association of Allied Health Professionals; dated May 30, 1997.

It is understood by the parties that only language within this MOA may alter the current Collective Agreement. Any agreements signed between the Union, Employer and employees pertaining to Job Sharing; compressed work week or flextime will continue to be honored.

1. Combining of AAHP Seniority Lists

- a. Effective the date of the signing of this agreement, the existing seniority lists of the following legacy organizations will be combined into one single seniority list of AAHP employees:
 - i. Avalon Health Care Institutions Board;
 - ii. Peninsulas Health Care Corporation;
 - iii. Health Care Corporation of St. John's;
 - iv. Newfoundland Cancer Treatment and Research Foundation;
 - v. St. John's Nursing Home Board: Hoyles-Escasoni and Masonic Park

- b. The seniority lists for AAHP Staff that work at the faith-based nursing homes - St. Patrick's, St. Luke's, and Glenbrook Lodge will not be combined as per 1a).

Staff hired by the St. John's Nursing Home Board when it was in existence, who work regionally but whose base office may be located at one of the faith based homes, as listed in Appendix A will have their seniority combined as per 1a) above.

- c. As a result of combining the seniority lists as per 1a) no employee will be credited with seniority greater than the maximum earned by a full time employee.
- d. In accordance with Article 29.01- Portability, the Employer and the Union further agree:

- i. Employees who resigned from a casual, permanent or temporary position from one legacy board covered by this agreement since April 1, 2005 and were hired by another legacy board covered by this agreement into a permanent or temporary position and who forfeited seniority as a result of that resignation shall be credited with their forfeited seniority, provided they commenced their new permanent or temporary position within one hundred and twenty (120) days of resignation. Employees who dropped a Step(s) on the salary scale by reason of such resignation(s) shall have their former step reinstated with full retroactivity.
- ii. Employees who resigned from a casual position at any of the legacy boards covered by this agreement since April 1, 2005 and were hired by another legacy board covered by this agreement into a casual and who forfeited seniority as a result of that resignation shall be credited with their forfeited seniority, provided they commenced their new casual position within one hundred and twenty (120) days of resignation. Employees who dropped a Step(s) on the salary scale by reason of such resignation(s) shall have their former step reinstated with full retroactivity.

Casual employees who lost seniority since April 1, 2005 from a legacy board covered by this agreement in accordance with Article 24.01 and were actively working in another legacy board covered by this agreement shall be eligible to have this seniority reinstated.

- iii. Employee eligibility for a seniority reinstatement will be assessed upon hire with the other legacy organization.
- iv. This clause will not apply to any resignations that occur after the effective date of this Agreement.
- v. The parties agree that within two (2) months of the date of signing of this Transition Agreement, the Employer and the Union will review grievances related to these issues and where the only issue was the loss of seniority which is being reinstated by this agreement, the grievance(s) shall be withdrawn.
- e. No employees will transfer any benefits including seniority if he/she resigns a permanent and or temporary position to take a casual position within Eastern Health.

- f. The combined seniority list will be posted in all work locations within 30 calendar days of signing this MOA. Employees will have 60 calendar days to register their protest with the Human Resource Department of any errors on the seniority list. This protest must be in writing and must provide a specific reason why they feel their seniority to be incorrect.

The Human Resources Department will have five (5) months from when the seniority protest 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.

Where displacement or staff changes have occurred, it will not be altered due to the discovery of errors not brought to the attention of the Employer during the protest period.

- g. 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 names from a hat. A Union representative, together with the individuals whose names are in the hat, or designates, may be present with management when the draw takes place.

2. Staff Changes

- a. Within one week of signing of this MOA, when filling vacancies they shall be filled on the basis of the combined seniority list as outlined in 1a) in accordance with Article 25.01 of the Collective Agreement. Staff changes will be made in accordance with Article 25.04.
- b. All employees will be assigned a primary site of work. It is recognized that certain permanent employees may be required to have region-wide responsibilities. Vacancies and/or future new positions identified as having region-wide responsibilities will be posted with this requirement noted on the posting.
- c. Based on operational requirements, it may be necessary to require a permanent or temporary employee to work at a site other than their primary site. The Employer will endeavor to provide the employee with 48 hours notice of this requirement. Work assignments outside an employee's primary site will not exceed one calendar month, unless mutually agreed.

3. Transfer of Service

- a. It is recognized that the Employer reserves the right to transfer employees between sites as a result of service transfers.
- b. **Transfers within an Employee's Geographic Area**
 - i. Eastern Health reserves the right to transfer staff on the basis of seniority as the result of service transfers within the employees geographic areas as defined in 6 a).

- ii. Employees who are transferred shall retain seniority, service and other recognized earned and portable benefits.
- iii. Where there is an associated downsizing of positions in a service within the employees geographic area as defined in 6 a), the Employer will offer employees, on the basis of seniority, the choice of transferring with the service or accessing lay off/displacement. If there are not enough employees interested in transferring with a service, the Employer reserves the right to transfer the most junior employees.

c. Transfer Outside the Employee's Geographic Area

- i. If there is a transfer of service outside an employee's geographic area as defined in 6a) the Employer will offer employees on the basis of seniority, the choice of transferring with the service or accessing layoff/displacement.
 - ii. Employees who do not transfer with the service and displace into a lower paying position shall be dealt with in accordance with Article 24.02 of the Collective Agreement.
- d. Temporary employees replacing permanent employees affected by a transfer of service will transfer with the service if the permanent employee they are replacing is transferring with the service.

4. Layoff and Recall Procedure

- a. When a permanent change in services offered by the Employer may result in the layoff or displacement of staff, the Employer and the Union shall meet to discuss these changes. The purpose of this meeting is to discuss the extent and implications of the change, how the change will take place, review the current seniority list and to discuss other relevant factors including whether the changes can be implemented under the provisions outlined in this agreement or whether, with the consent of the parties, a supplemental agreement may be required.
- b. In the event of layoffs, Article 24.02 of the AAHP Collective Agreement will apply. The reference to "geographic area" throughout Article 24.02 is defined in 6 a).
- c. Employees will be recalled in reverse order of layoff within their geographic area as defined in 6. a) provided they have the necessary qualifications, ability and fitness to perform the work.

5. Waterford Hospital

- a. Employees who are assigned / transferred to the Waterford Hospital shall not receive contact pay and shall not be covered by the HAART Pension Plan.
- b. Employees currently in receipt of contact pay who are involuntarily moved out of the Waterford Hospital will have their salary (inclusive of contact allowance), treated in accordance with 25.07(a).

6. Definitions

- a. For the purpose of this agreement, geographic areas are defined as follows:

Area 1:	St. John's
Area 2:	Carbonear, Old Perlican, Placentia and Whitbourne
Area 3:	Burin, Grand Bank, St. Lawrence
Area 4:	Bonavista, Clarenville

7. Multiple Positions

- a. Employees may occupy more than one position with the Employer subject to Article 19 of the Collective Agreement and provided the following criteria are met:
- i. No employee will be permitted to occupy positions, whose combined hours of work exceed 75 hours biweekly (i.e. Greater than 1.0 FTE); or
 - ii. No employee will be permitted to occupy more than one permanent full time position.
- b. Employees who own positions that are greater than 1.0 FTE shall advise their Employer within 14 calendar days of the effective date of this agreement which position they wish to drop so their total hours of work do not exceed 75 hours biweekly.
- c. Employees who work at two or more part time positions in any of the legacy boards, and earning more than the maximum of an equivalent full time position, will be identified by HR Payroll and Benefits and have his/her hours of work, salary and benefits, including seniority adjusted to equivalent full time hours. Employees will be notified if affected in this manner.
- d. Layoff and recall provisions shall apply individually to each position.
- e. The Employer reserves the right to deny or terminate multiple positions based on operational requirements or for health and safety reasons.

8. Selection of Vacation

- a. Clause 13.06 - Selection of Vacation Dates shall be applied on a site and/or program/department basis and within geographic areas as per 6(a), unless otherwise mutually agreed by the parties.

9. Sharing of Overtime

- a. Clause 20.04 - Sharing of Overtime shall be applied on a site and/or program/department basis and within geographic areas as per 6(a), unless otherwise mutually agreed by the parties.

LETTER OF UNDERSTANDING

September 2, 2010

Ms. Sharon King
Administrative Director
Association of Allied Health Professionals
The Dorset Building
6 Mount Carson Avenue
Mt. Pearl, NL A1N 3K4

Re: Future Labour Board Applications

Dear Ms. King:

This letter will confirm that this MOU that was entered into based on our understanding that it does not hinder the Employer's ability to submit future applications to the Labour Relations Board seeking one HP bargaining unit for Eastern Health.

Sincerely,

Stephen C. Dodge
Vice-President, People and Information Services
Eastern Health

Signed on behalf the Eastern Health by its proper officers in the presence of the witness hereto subscribing

Witness

Signed on behalf of the Newfoundland and Labrador Health Boards Association by proper officers on behalf of all hospitals and agencies listed in Schedule B in accordance with the Constitution and in the presence of the witness hereto subscribing

Witness

Signed on behalf of the Association of Allied Health Professionals by its proper officers in the presence of the witness hereto subscribing

Witness

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

Witness

Appendix A - Employees of the former St. John's Nursing Home Board who are covered by this MOA

Name	Classification	Site
Amy L Wells	Social Worker I	Hoyles-Escasoni Complex
Annette Gaulton	Social Worker II	Hoyles-Escasoni Complex
Carla Butt	Clinical Physiotherapist II	Agnes Pratt Home
Connie Pilgrim	Social Worker I	Hoyles-Escasoni Complex
Constance Lewis	Social Worker I	Hoyles-Escasoni Complex
Cynthia Whalen	Clinical Dietitian II	Hoyles-Escasoni Complex
Danette Spurrell	Social Worker I	Hoyles-Escasoni Complex
Jean Pike	Social Worker I	Hoyles-Escasoni Complex
Jennifer Pope	Clinical Dietitian II	Agnes Pratt Home
Jillian Hollett-Antle	Clinical Occupational Therapist II	St. Patrick's Mercy Home
Joanne Hanlon	Clinical Occupational Therapist II	Hoyles-Escasoni Complex
Joanne Thorne	Clinical Occupational Therapist II	Agnes Pratt Home
Karen Giannou	Clinical Physiotherapist II	St. Patrick's Mercy Home
Karen Mackey	Clinical Occupational Therapist II	Hoyles-Escasoni Complex
Lisa Brothers	Clinical Dietitian II	Hoyles-Escasoni Complex
Lisa McDonald	Clinical Occupational Therapist II	Glenbrook Lodge
Loretta Hawco	Clinical Physiotherapist II	Hoyles-Escasoni Complex
Lori Warford-Woolgar	Clinical Dietitian II	Hoyles-Escasoni Complex
Lucy Miller	Clinical Occupational Therapist II	Hoyles-Escasoni Complex
Mandy English	Clinical Occupational Therapist II	Agnes Pratt Home
Patti Ann Martin	Clinical Dietitian II	Agnes Pratt Home
Sandra Gosse	Clinical Physiotherapist II	Hoyles-Escasoni Complex
Trudi Meade	Clinical Dietitian II	Glenbrook Lodge
Ulanda Penton	Clinical Dietitian II	St. Patrick's Mercy Home

AAHP Employees who are not covered by this MOA

Name	Classification	Site
Catherine Joyce	Social Worker I	Saint Luke's
Cheryl Pike	Social Worker II	Glenbrook Lodge
Debra Manuel	Social Worker II	Saint Luke's
Rosemary Power	Creative Arts Therapist	St. Patrick's Mercy Home
Sheila Williams	Creative Arts Therapist	Saint Luke's