

JOINT COMMUNICATION

Multi-Employer/UNA Collective Agreement Guidelines for Administering the Retirement Preparation Program January 16, 2008

These Guidelines are intended to assist the parties in administering the Pre-Retirement Preparation Program (the "Program").

Implementation of the Program

1. **Description of the Program:** The Program enables eligible Employees to maintain their current full-time equivalency (FTE) overall, but restructure the work assignment so that a portion of their FTE is spent performing project work rather than the Employee's regular clinical work assignment. The clinical portion of the Employee's FTE must remain at .6 FTE or higher. The maximum duration of the Program is four years.

The project work portion of the Employee's FTE must be mutually agreed between the Employer and the Employee, and may include but is not limited to research, leadership assignments or other types of special projects. When the Employer and Employee agree upon what project work is to be done as part of the Program, a written plan detailing the non-clinical or project portion of the program will be prepared. It is recommended that this written plan address issues such as roles, responsibilities, reporting relationships, tasks and scheduling.

Note: "Leadership assignment" means assigning responsibilities to act as a guide, role model, advisor or counselor who shares practical, day-to-day, applied knowledge with other Employees. "Leadership assignments are distinguished from preceptorship in that the assigned Employee would be working with other Employees rather than students and would have their clinical responsibilities reduced as part of this Program to allow for this function, while preceptor duties are performed concurrently and in addition to an Employee's regular clinical work assignment. "Leadership assignment is also distinct from the role of an Instructor as the focus is on practical, day-to-day knowledge in areas such as

communication, culture, relationships and practical tips rather than technical or clinical information.

This Program is distinguished from the Pre-Retirement FTE Reduction Program, in that the overall FTE of the Employee is maintained and a portion of the FTE is now dedicated to the agreed upon project work rather than clinical responsibilities.

2. **Eligibility Criteria:** In order to be eligible to participate in the Program, an Employee must either be eligible for an unreduced pension (i.e. over age 55 with a combined age and years of service of 85) or have a combined age and years of pensionable service of 77 and must have an FTE of .6 or greater.
3. **Candidates for Participation in the Program:**
 - (a) **Employee Initiated** - Employees wishing to participate in the Program should submit their request, in writing, to their supervisor. An Employee's request can include proposals for potential project work to be agreed upon as part of the Program, or can indicate that the Employee would like to work with the Employer to identify potential project work that would be mutually agreeable.
 - (b) **Employer Initiated** - If the Employer has project work that would be suitable for assignment to an Employee under this Program, the Employer should prepare a written description of the proposed project work and notify Employees working on the unit(s) or program(s) where the project work will be performed and who meet the Program eligibility criteria of the opportunity. Interested Employees can then submit their request to be considered for participation in the Program to their supervisor.

Employers must fully consider all such requests from Employees and cannot unreasonably refuse a request to participate in the Program. However, Employers shall have the right to accept or reject any request to participate in the Program based upon the Employer's assessment of operation requirements which may include but is not limited to:

- ▶▶ the anticipated outcomes of the proposed project work;
- ▶▶ the ability to fill the clinical portion of the FTE that is being reassigned to project work under the program in accordance with Article 14.15;
- ▶▶ the match between the Employee's skill, knowledge, efficiency, experience and other relevant attributes, and the requirements of the identified project;

- ▶▶ staff mix requirements; and
- ▶▶ individual performance issues.

In the event that more Employees are requesting to participate in the Program than can be accommodated, the Employer shall agree to Employee participation in the Program in order of seniority, subject to the Employer's assessment of the criteria identified above.

Administration of the Program

1. Details of the project portion of the Program need to be documented in a written plan detailing how the non-clinical portion of the participating Employee will be utilized.
2. Once the participating Employee and the Employer have reached mutual agreement on the details of the Program, the Employee must officially notify the Employer of her or his intended retirement date. The intended retirement date must be four years or less from the date of the planned commencement of the program.
3. During participation in the Program, the Employee's salary, benefits and pension continue at the Employee's pre-Program levels.
4. Each Program implemented shall be reviewed at least annually by the Employee and the Employer.

Conclusion/Termination of the Program

1. Unless otherwise agreed between the Employer and Employee prior to implementation of the Program, the Program automatically concludes on the date that the Employee had originally notified the Employer as being the Employee's intended retirement date (no more than four years from the date of commencement of the Program) or the pre-agreed conclusion date of the Program. It is anticipated that the Employee will commence retirement upon conclusion of the Program unless otherwise agreed between the Employee and the Employer at the conclusion of the Program. In the event that the Employer and the Employee agree to the Employee's continued employment beyond the planned end of the Program, the Employer will notify the Union of such agreement.

2. Once implemented, the Program can be terminated at any time by either the Employer or the Employee by providing the other party with at least 60 days notice of such termination. Termination notice must be provided in writing. Prior to either party serving any notice of termination of the Program, the Union, Employer and Employee should meet to discuss the issues involved with early termination.

Retirement Preparation Program (The Program) Commonly Asked Questions and Answers

1. **Q.** *Who is responsible for proposing an idea for the project work portion of the Program?*

A. Either the Employee or the Employer can develop a proposal for a Program.

If the Employee is proposing implementing the Program to the Employer, it is recommended that the Employee include ideas or suggestions for project work that they would be interested in doing as part of the Program and as much information as possible. The more detailed the proposal and the more the proposal identifies the potential benefits for the Employer, the more likely it is that the Employer will positively consider the proposal. This will assist the Employer in determining whether or not the Employer will agree to implement the Program. If an Employee would like assistance in developing a proposal, they can contact their supervisor or their Union representative for assistance.

If the Employer is proposing implementation of the Program, it is recommended that the Employer include as much detail as possible regarding how the Program would work including details of the project work being proposed.

2. **Q.** *Who is responsible for developing the written plan that details how the non-clinical portion of the Program FTE will be utilized?*

A. Because the Program is intended to be mutually agreed and to be mutually beneficial for both the Employee and the Employer, the written plan should be developed in consultation with input from both the Employee and the Employer. Either party could put together an initial draft to provide a basis for the joint discussion and mutual agreement.

3. **Q.** *Does the Employer have to implement the Program if an Employee makes a request?*

A. No. The Employer is required to consider Employee requests and cannot unreasonably or arbitrarily refuse to implement a Program. However, the

Employer can decline to implement the Program for a number of valid reasons including:

- ▶ an inability to fill the clinical FTE that would be replaced by the Program Employee's project work,
- ▶ an assessment by the Employer that there is not sufficient value provided by the proposed project to warrant the additional costs (note: Value can include items that are not easily quantified such as employee satisfaction, morale, retention, etc. or can be measured in more objective terms such as reduced absenteeism, decreased medication errors, etc.),
- ▶ Employer concerns that the Employee lacks the skills, abilities, experience, education or other attributes to successfully perform the proposed project work or that there is not a good match between the employee's abilities and the project requirements.

4. Q. *Can the Employer decline to implement the Program solely on the basis that there are additional costs involved?*

A. No. as described above, the Employer is required to evaluate any proposal to implement the program that they receive. However, the additional cost of the Program, when assessed and compared to potential value of the Program, may be valid grounds for the Employer to not agree to implement the program.

5. Q. *If the Employer is proposing to implement the Program, can Employees decline?*

A. Yes.

6. Q. *How will the additional costs of the Program be funded?*

A. Funding for the Program will be determined by each Employer and may need to be assessed on a case-by-case basis. Whether or not the Employer creates an organizational budget, or whether the costs need to be budgeted on a unit or departmental basis will be determined by each Employer. It is recommended that each Employer communicate their internal funding, budgeting and approval processes to the managers who will be receiving Employee requests to implement the program, or who may wish to propose implementation of the program themselves.

7. **Q.** *Can the Employer implement the Program by simply switching a portion of the Employee's FTE from clinical work to project work?*

A. No. The Collective Agreement requires that the total clinical hours not be reduced through implementation of the Program. Any clinical hours that would otherwise be reduced through implementation of the Program need to be filled through the operation of Article 14.15. Article 14.15 allows the Employer to offer FTE of less than .4 to other Employees on the unit, in order of seniority, or, the Employer can choose to post the FTE in accordance with Article 14.01.

The Employer can change an Employee's duties to incorporate some project work without implementing this Program. However, it is important to note that if the duties are changed significantly, that would essentially be a new position and position elimination notice would need to be issued in accordance with Article 15.

8. **Q.** *Does the Program have to last until the Employee's anticipated date of retirement?*

A. No. The Employer and Employee may mutually agree to a project that is shorter than the Employee's anticipated date of retirement. For example, the agreed upon project could be a two-year project and the Employee's anticipated retirement could be four years away.

9. **Q.** *During the Program, when a new schedule is posted, can the participating Employee's Program line be selected by another Employee on the basis of seniority in accordance with the provisions of Article 12.02?*

A. No. For the duration of the Program, these lines are exempt from the application of Article 12.02. Similarly, during the Program, the participating Employee cannot select a different line in the rotation by seniority.