

MEMORANDUM OF AGREEMENT

BETWEEN

**AUPE (Auxiliary Nursing)
("THE UNION")**

- and -

**COVENANT HEALTH
("THE EMPLOYER")**

RE: COVID-19 MEASURES & BARGAINING

This Memorandum of Agreement shall become effective as of January 27, 2021 and shall remain in effect until March 31, 2021 unless extended by the parties.

The Parties acknowledge the pressures the COVID-19 response has placed on the health care system. These unprecedented pressures have been caused by increased demand for service and a decrease in available staffing, due to quarantine and self-isolation requirements.

In order to provide immediate support to Employees and to also provide additional time for the Employers to concentrate efforts on the COVID-19 response, the parties agree as follows:

1. Ongoing collective bargaining will be suspended up to and including March 31, 2021.
2. The Letter of Understanding # 15 (expiring March 30, 2020) of the Auxiliary Nursing Collective Agreement ("LOU #15") will be amended to be effective between the date of execution of this agreement and March 31, 2021.

Notwithstanding the positions of the Parties regarding the scope of application of LOU #15, and without prejudice to any ongoing dispute or litigation between the Parties regarding LOU #15, the Parties agree that between execution of this agreement and March 31, 2021 exclusively, the terms of the LOU #15 will be applied as a result of any organizational change, including but not limited to Operational Best Practice (OBP).

3. Paid leave provisions for Employees impacted by COVID-19 shall be as follows:
 - a. *Symptomatic Employees Without a Confirmed COVID-19 Workplace Exposure*

All Symptomatic Employees are expected to complete a COVID-19 test.

Symptomatic Full-time and Part-time Employees shall be paid sick leave for any regularly scheduled shifts for the duration of their illness or for the Applicable

Isolation Period, whichever is later. Employees who exhaust their sick leave bank shall apply for short-term disability or long-term disability, the normal elimination periods for which have been waived.

b. *Symptomatic Employees With a Confirmed COVID-19 Workplace Exposure*

Employees experiencing illness as a result of a confirmed workplace exposure may fall under the Workers' Compensation provisions of the collective agreement.

c. *Asymptomatic Employees Under Quarantine*

Retroactive to July 6, 2020, Employees restricted from work for the quarantine period as instructed by either the Manager, Health Link, Workplace Health & Safety, or as a result of an order by a Medical Officer of Health are expected to complete a test for COVID-19. Such Employees shall be paid at their Basic Rate of Pay for all regularly scheduled shifts for the duration of the 14 day quarantine period. Asymptomatic Part-time Employees who are unable to work pre-booked additional shifts and asymptomatic Casual Employees who are unable to work pre-booked shifts shall be paid at the Basic Rate of Pay for such pre-booked shifts missed due to quarantine requirements. Asymptomatic Employees who test positive for COVID-19 shall be provided paid sick leave in accordance with item 3(a) above.

This provision shall not apply to Employees who are required to quarantine following non-essential international travel.

Employees seeking payment or requesting reinstatement of previously coded sick leave retroactive to July 6, 2020 shall submit a request to their Manager. Requests must identify the specific Shifts that require payment or change and are subject to validation.

d. *Asymptomatic Employees Impacted by Site/Unit MOH Work Restriction/Order*

Where a Regular or Temporary Employee, who works additional Shifts in other

Units, programs, or Sites, is subject to a Medical Officer of Health (MOH) restriction and as such, is restricted to working within a specified Unit, program, or Site, the Employer shall:

- (i) provide the Employee the ability to make up missed regularly scheduled Shifts with additional Shifts on the Unit, program, or Site where they are restricted to work by the MOH; or
- (ii) provide the Employee with the ability to make up missed regularly scheduled Shifts by providing remote work; or
- (iii) where (i) and (ii) above are not possible, provide paid leave for any missed regularly scheduled Shifts.

- (iv) The Employer will make reasonable efforts to offer available additional Shifts on the Unit, Site, or program corresponding to the MOH Work Restriction/Order to impacted Part Time and Casual Employees Who have pre-booked additional Shifts in other Units, programs, Sites, or Employers.
- (v) 3 (d) (iii) shall not apply to any Shifts scheduled with another Employer.
- (vi) This provision shall not apply to Employees who are restricted in accordance with the Chief Medical Officer of Health Order 10-2020 (also known as the Single Site Orders)

- 4. The Parties agree that non-essential travel is strongly discouraged while emergency measures and travel advisories remain in place due to the COVID-19 pandemic.
- 5. The Employer agrees to suspend the Attendance Support program until March 31, 2021.
- 6. The parties recognize that this is an unprecedented period of physical and psychological stress and as such all reasonable efforts will be made to grant requests for time away from the workplace for short periods such as ad hoc vacation, personal leave, etc. in accordance with the Collective Agreement.
- 7. The Employer agrees to distribute information regarding the Employee and Family Assistance Plans and other mental health supports available through the Employers. The parties agree to discuss opportunities for a collaborative communication plan.

8. ***COVID-19 – Related Family Leave***

Employees shall be entitled to leave without pay for a period of time necessary to meet the Employee’s family responsibilities to care for ill or self-isolated family members, or children affected by school and daycare closures. For the purposes of accessing this leave, all of the following are considered family members:

- partner (spouse, adult interdependent or common-law);
- parents, foster parents, guardians;
- children, foster children, wards, partner’s children;
- siblings;
- grandchildren;
- grandparents; and
- any other person living with the Employee as a member of their family.

Regular and Temporary Employees who qualify for such leave above, shall be entitled to one day of leave with pay to meet the Employee’s family responsibilities to care for ill or self-isolated family members, or children affected by school and daycare closures.

Employees are limited to accessing this day of leave with pay one time only. For the limited purposes of administering this provision, the Parties agree that a "day" means the regular daily hours applicable to the Employee's schedule.

Thereafter, Employees who qualify for such leave as outlined above may request payment from available banks such as overtime, named holiday, vacation, personal leave or they may take unpaid leave to cover such absences but only to the extent that the leave is necessary, and shall make all reasonable attempts to resolve the family care issue as soon as possible. Employees are required to provide the Employer with request for such leave as early as possible after determining the need.

9. Redeployment to Third-Party Employers (Applicable to Covenant Health only) Covenant Health may redeploy Employees on a temporary basis to sites within Covenant Health sites or sites owned or operated by other Employers, using the following process:

- (a) When the Employer determines this redeployment is necessary, the Employer shall first ask Employees to volunteer for such redeployment.
- (b) If more Employees than required volunteer to redeploy to such a site temporarily, the most senior Employees shall have the right to redeploy temporarily, provided they have the ability to perform the work.
- (c) If fewer Employees than required volunteer to redeploy temporarily, assignments shall be made in reverse order of seniority within an identified site/unit/programs/department, provided the Employees have the ability to perform the work.
- (d) The Union(s) shall be notified of any such redeployment. Each union shall provide a contact to the Employer for such notification and AHS will ask the receiving Employer to notify their Union(s).
- (e) Redeployed Employees shall receive orientation to the new site as much as possible.
- (f) Redeployed Employees will continue to be covered by the terms of their applicable collective agreement and represented by their current bargaining agent. Redeployed Employees shall remain Employees of the Employer.
- (g) While working at the other site, the Employer shall ensure the Employee is compensated for their FTE and any additional shifts regularly worked for the Employer and/or any other health care employer.

10. In order to maximize the number of Employees available to support current Employees with significant workload challenges related to COVID-19, to enhance the Employer's ability to respond to unprecedented staffing needs during the pandemic, and to assist with retention of current Employees and recruitment of new Employees, the parties agree to the following on a temporary basis only:

- (a) The Employer may offer opportunities to current Casuals to convert to Temporary status. In addition, any Casual Employee may request such a conversion.

In either case, there shall be no requirement for the Employer to post. A conversion request from a Casual Employee shall not be unreasonably denied. Where an Employee's status changes as a result of this provision, the Employer shall notify the Union and issue a letter to the Employee consistent with the provisions of Article 11.05.

- (b) The Employer may offer opportunities to increase Employees' FTEs, regardless of amount, on a temporary basis without a requirement to post. Where an Employee's FTE changes as a result of this provision, the Employer shall notify the Union and issue a letter to the Employee consistent with the provisions of Article 11.05.
- (c) The Employer may offer a temporary vacancy of any FTE to current Employees working in the same Unit or office in order of seniority with no requirement to post. Where an Employee's FTE changes as a result of this provision, the Employer shall notify the Union and issue a letter to the Employee consistent with the provisions of Article 11.05.
- d. Requests to extend the duration of COVID specific temporary vacancies shall be dealt with on a case by case basis between the Employer and the Union. Such requests shall not be unreasonably denied.

11. For phases zero and one of the COVID-19 vaccination, Employees who attend Vaccine appointments outside of regularly scheduled hours of work shall be paid one hour at the applicable rate of pay. For future COVID-19 vaccination phases, the parties shall meet and determine appropriate compensation.



On Behalf of Covenant Health



On Behalf of AUPE, Auxiliary Nursing

February 1, 2021

Date

January 27, 2021

Date

Appendix A

DEFINITIONS

Note: The following definitions were drafted in accordance with current guidance outlined by Alberta's Chief Medical Officer of Health, as of December 15, 2020. They are subject to change and the most current orders must be followed.

Isolation: Refers to separating and restricting the movement of an individual with symptoms of COVID-19, or who is confirmed to have COVID-19, to prevent their contact with others and to reduce the risk of transmission.

Applicable Isolation Period: An individual is legally required to isolate in their home for at least 10 days from the start of symptoms or until the symptoms are gone, whichever is longer, or until the individual tests negative for COVID-19. The core symptoms of COVID-19 requiring isolation include the presence of a cough, fever, shortness of breath, runny nose or sore throat.

Quarantine: Refers to separating and restricting the movement of an individual for 14 days (the incubation period for COVID-19) who was potentially exposed to COVID-19. This is to reduce the risk of transmission if that individual becomes a COVID-19 case. An individual is legally required to quarantine for 14 days in their home and monitor for symptoms if they have had close contact with a person who has COVID-19, or if they have returned from travel outside of Canada.

If symptoms develop, they should be tested for COVID-19.

Note: as soon as any of the core symptoms are present, or when the individual tests positive for COVID-19, their quarantine ends and their isolation period begins.