

LETTER OF UNDERSTANDING
Re: Novel Coronavirus Disease (COVID-19)

Between

United Nurses of Alberta
("the Union")

-and-

("the Employer")

WHEREAS the World Health Organization has declared the Coronavirus Disease (COVID-19) a global pandemic and there are ongoing health concerns presented by the virus;

AND WHEREAS healthcare workers are on the front lines in the delivery of essential health services to residents in long term care homes and retirement residences;

AND WHEREAS the Parties share a mutual interest in assuring the health and safety of Employees and residents;

AND WHEREAS the decisions of the Parties should be guided by the Public Health Agency of Canada, the applicable Provincial Public Health agencies, the applicable Government Ministries, and other government and public health agencies;

AND WHEREAS the Parties wish to work together to ensure that, in the event of a declared COVID-19 outbreak at a long-term care site operated by the Employer in Alberta, essential care and service to residents are maintained;

NOW THEREFORE the Parties agree as follows:

1. The Parties will communicate updated policies of their respective organizations as they are developed and distributed.
2. Any Employees working at more than one health care facility and/or health care provider shall provide information of such employment to all of their Employers. Employees are required to notify the Employer should they be exposed and/or quarantined during the course of concurrent employment.
3. Employees may be required, either by a Medical Officer of Health, or by an Employer, to work at only one site.
4. In the event any Employees are not permitted to work at a site of this Employer because they are under an order to work at another facility, they shall be placed on an unpaid Leave of Absence,

but shall, if applicable, continue with benefits, and shall continue to move up the salary scale as though they were working. If, however, the other Employer has not been able to provide sufficient hours of work, this Employer will top up the Employee to ensure the Employee is kept whole.

5. In the event any Employees are unable to work at another site they normally work at, this Employer will make reasonable efforts to increase their hours of work, to keep the Employee whole.
6. Notwithstanding the applicable articles and provisions of the Collective Agreement, the Parties agree that: (i) effective the date an outbreak related to COVID-19 is declared by the applicable public health agency at a particular long-term care centre operated by the Employer in Alberta; or (ii) an emergency and/or critical staffing situation brought about by or contributed to as a result of the COVID-19 pandemic, that the Employer has determined will negatively impact the essential care and service to residents:
 - a. Employees will be compensated at the rate of one point five times (1.5X) their regular base hourly rate for all hours worked during the COVID-19 outbreak. This rate will be exclusive of any shift or other premiums and allowances, if applicable. To the extent that the Collective Agreement provides for a higher rate to apply (i.e. overtime, statutory holiday, etc.), the Employees will continue to receive the higher rate of pay for those hours;
 - b. Regular shift lengths may be extended in length, if required to ensure the well-being of residents; however, no Employee shall be assigned to work more than 16 hours in any 24 hours period;
 - c. Employees may be asked or required to work overtime.
 - d. Shift changes will be compensated as set out in Article 7.04 of the parties' Collective Agreement.
 - e. Employees' preapproved leave including vacation may be cancelled by the Employer to ensure there is proper staffing during this period. Should any such leave be cancelled, all preapproved leave hours, including vacation, will be placed back into the Employees' applicable bank(s) or upon the mutual agreement of the Employer and Employee, be paid out. Additionally, the provisions of Article 17.03(g) will continue to apply.
 - f. If Employees are required and/or assigned to work in a different classification that has a lower rate of pay, the Employees will continue to be paid based on their existing regular rate of pay.
 - g. Managers or supervisors will be able to perform bargaining unit work.
 - h. The Employer will have the ability to utilize non-bargaining unit personnel to supplement the unionized workforce. Notwithstanding the above, non-bargaining unit personnel will not be utilized unless the work is first offered to bargaining unit Employees.
 - i. Employees who are unable to return to their normal place of residence because of the care they are providing to confirmed or suspected Covid-19 residents will have reasonable and substantiated expenses reimbursed.

5. Employees' absences related to a mandated self-isolation period shall not be considered towards the threshold for the Employer's Attendance Management Program/Policy. For clarity, such absences will be deemed as non-culpable.
6. Employees who are not ill but who are required to self-isolate or who are otherwise prevented from attending work by the Employer or on the recommendation or direction of a medical officer of health shall be provided with paid leave at their basic rate of pay without deductions from their sick bank or any other Employee bank. The Employer will bear the cost of such paid leave.
7. Communication to Employees of potential risk from residents, families or other Employees is required when known by the Employer. Additionally, the Employer is responsible to ensure appropriate signage throughout the particular long-term care site operated by the Employer.
8. Appropriate Personal Protective Equipment (PPE) will be provided by the Employer. Employees will be properly trained on the proper use of PPE. Employees will be advised of updated Infection Prevention and Control (IPAC) policies and procedures. The Employer agrees to implement and to adopt the attached agreement on PPE made between various Alberta Employers and Unions (please see attached), and the attached agreement forms part of this letter of understanding.
9. The Parties will comply with all rules, regulations and recommendations by local/regional, provincial and federal agencies.
10. The Parties agree that this Letter of Understanding is unique to the COVID-19 pandemic and is entered into on a without precedent and without prejudice basis.
11. Once triggered pursuant to paragraph 3 above, the Parties agree that the provisions of this Letter of Understanding will be discontinued and no longer apply upon either the declaration by the applicable public health authority that the COVID-19 outbreak is over at the particular long-term care site or by mutual agreement between the Union and the Employer, whichever occurs first.
12. Once the terms of this agreement are discontinued, Employees shall return to their previous FTE at each site, unless otherwise agreed by the Employee.
12. The Parties agree that this letter of understanding is deemed to apply retroactively to March 16, 2020 and applies to any outbreaks or other situations captured in section 3 that have occurred as of that date.
13. The Parties will continue to have further discussions to determine what further measures need to be implemented to address any other issues or concerns as they arise related to the COVID-19 pandemic.

Signed and dated on this _____ day of _____, 2020 at _____, Alberta.

For the Union:

For the Employer:

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