

**Letter of Agreement**

**Between**

**Alberta Health Services and Covenant Health  
(The “Employers”)**

**and**

**The United Nurses of Alberta  
(The “Union”)**

**and**

**Included by Mutual Agreement:**

**The Alberta Union of Provincial Employees  
The Health Sciences Association of Alberta  
The Canadian Union of Public Employees, Local 2111**

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WHEREAS: United Nurses of Alberta filed an Unfair Labour Practice Complaint (GE- 08311) against both Covenant Health (Covenant) and Alberta Health Services (AHS) alleging an illegal lockout and a unilateral alteration of terms and conditions of employment, contrary to the Collective Agreement and the *Alberta Labour Relations Code* (the “Code”); and

WHEREAS: The Employers each provided written responses to the complaint; and

WHEREAS: Pursuant to section 11 of the *Code*, Vice Chair J. Les Wallace was appointed to engage in settlement efforts with the parties; and

WHEREAS: A Resolution Conference was held on August 5, 2020; and

WHEREAS: On August 5, 2020 the Employers and the Union reached agreement on a resolution to complaint GE- 08311 pursuant to the terms below: and

WHEREAS: the parties agree to ask the *Board* to incorporate the Letter of Understanding into a Board Order, resolving the above-noted complaint;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. Prevention of transmission of the SARS-CoV-2 virus to prevent COVID-19 and the safety of patients and staff members are of paramount importance.
2. Employees who normally work at both the MCH and at AHS or other Covenant site(s), who continue to work at the MCH are then ineligible in accordance with the requirements of CMOH Order 30-2020 to work at any AHS or other Covenant site(s). In this case, MCH will attempt to offer additional shifts at the MCH to make up for the lost regularly scheduled shifts or cancelled casual shifts at AHS or the other Covenant sites.
3. Recognizing there will be a decreased need for Employees at the MCH and that Regular and Temporary Employees who normally work at both the MCH and at AHS or other Covenant site(s), may be needed to work at AHS or other Covenant site(s) during the outbreak at the MCH, AHS and Covenant will undertake the following efforts to minimize any negative impact of the outbreak on the Employees:
  - (i) Where operationally feasible, when requested, Covenant Health will grant MCH Regular and Temporary Employees with unpaid Leaves of Absence (LOAs), Vacation or other time off from their MCH position to allow them to work additional hours (i.e. hours beyond their already regularly scheduled with AHS and other Covenant site(s)) at AHS or other Covenant site(s).
  - (ii) Where employees have been restricted from working at the MCH, in addition to the Employee's regularly scheduled shifts at AHS or the other Covenant site(s), AHS and the Employers shall make reasonable efforts to offer Employees additional shifts at AHS and the other Covenant site(s) to make up for the regularly scheduled shifts not being worked or cancelled shifts of casual employees at the MCH.
  - (iii) Regular and Temporary AHS or Covenant Employees who cannot return to their Regular or Temporary positions with AHS or other Covenant site(s) because they have worked at MCH within the last 14 days, and who wish to return to their regular or temporary position with AHS or other Covenant site(s), may be required to work remotely at AHS or other Covenant site(s) during the 14-day restricted period. In the event that AHS or the other Covenant site(s), as applicable, do not provide these Regular and Temporary Employees with remote work, then the Employees will be provided a paid LOA for their missed regularly scheduled shifts that fall within the 14 day restricted period, on or after July 15, 2020. Employees who are working remotely or are on a paid leave of absence during their 14 day restricted period will not return to work at the MCH until the conclusion of the outbreak, subject to item (iv) below.

- (iv) In the event that the MCH faces severe staffing issues prior to the conclusion of the outbreak, the Parties will convene to discuss the manner in which employees can be retained, deployed or repatriated to work at the MCH.
  - (v) For the period of July 7 to July 14, 2020, casual employees that had shifts cancelled by the Employer resulting from decisions to manage the outbreak, shall be paid their basic rate of pay for those shifts, and such payments shall be without prejudice and without precedent.
4. Employees who have tested positive for the SARS-CoV-2 virus or are required to quarantine in accordance with sections 3 and 5 of CMOH Order 05-2020, shall be eligible for sick leave or long or short term disability or Workers Compensation, as applicable. Any waiting period for STD or LTD shall be waived.
  5. Notwithstanding CMOH order 05-2020, during the pandemic the Employers have the right to order Employees not to work if there is reasonable belief they have been in contact with a suspected or confirmed SARS-CoV-2 individual, even though the Employee does not meet the criteria of section 5 of CMOH Order 05-2020. In these situations, the Employee shall be placed on a paid Leave of Absence. If the Employee tests positive for the SARS-CoV-2 virus, they shall be eligible for sick leave or long or short term disability or Workers Compensation, as applicable. Any waiting period for STD or LTD shall be waived.
  6. Employees at the MCH who have had their MCH regularly scheduled shifts reduced as the result of the newly imposed Employer rule about only working on one unit, may contact their MCH manager and will be paid for shifts missed.
  7. When it is apparent CMOH 30-2020 may be rescinded, the parties shall meet and negotiate repatriation protocols.
  8. Employers, Employees and Bargaining Agents shall engage in ongoing dialogue regarding the implementation of this Agreement and shall make their best efforts to resolve any differences. Any dispute about the interpretation and/or application of the terms of this Agreement that cannot be resolved will be addressed before the *Board* in an expedited process determined by the *Board*.
  9. The Board has all necessary jurisdiction and power, including without limitation all the powers in section 12 of the *Labour Relations Code*, to perform the duties required to resolve any disputes that arise regarding the implementation of this agreement.
  10. Notwithstanding subsection 9(6) of the *Labour Relations Code*, the Chair or a vice chair may sit alone to hear and decide any disputes regarding the implementation of this agreement.

11. The parties agree to request the *Board* to incorporate this agreement into a Board Order resolving the matters in dispute in Board File GE- 08311. The parties agree that a chair alone may hear this matter.

This 13 day of August, 2020 and signed in counterpart by:

**On Behalf of Alberta Health Services**

**On Behalf of Covenant Health**

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Name:

Date:

\_\_\_\_\_  
Name:

Date:

**On Behalf of the United Nurses of Alberta**

**On Behalf of Canadian Union of Public  
Employees, Local 2111**

Brian Budzinski  
Name:

Date: 13-Aug-20

\_\_\_\_\_  
Name:

Date:

**On Behalf of the Alberta Union of Public Employees**

**On Behalf of the Health Sciences Association  
of Alberta**

\_\_\_\_\_  
Name:

Date:

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Name:

Date: