

Memorandum of Agreement

Redeployment of Staff Within or Between Employer Organizations Relating to COVID-19

The parties agree that this Memorandum of Agreement is unique to COVID-19 and is entered into on a without precedent and without prejudice basis.

Application of Agreement

Prior to, or in the event of a declaration of an emergency or disaster situation relating to COVID-19, the affected Employer Organizations may require the assistance and/or reassignment of staff in emergent and episodic situations due to an escalation in service delivery requirements for patient care

In these scenarios, the parties agree that the following processes shall apply:

1. To facilitate temporary transfers of staff within or between the Employers Organizations qualified employees will be offered the opportunity to volunteer to work in the site/facility/program experiencing the need for additional employees. Selection of the employee(s) to work in the site/facility/program experiencing the need will be based on skills, ability and experience required for the care of the patients/clients/residents as well as the current staffing levels of the sending site/facility/program.
2. The temporarily transferred employees will continue to be covered by the terms of the sending collective agreement and represented by their current bargaining agent. Staff shall remain employees of the sending employer.
3. Where insufficient numbers of qualified employees volunteer to be temporarily transferred, the sending site/facility/program reserves the right to transfer employees commencing with the most junior qualified employee who is available from the sending site.

In the event of a seniority error made in good faith in regards to a mandatory transfer, the Employer will not be held liable as long as the error is corrected as soon as reasonably practicable.

4. Decisions to transfer staff will be made fairly and in good faith. Personal circumstances such as child care and/or elder care etc. will be considered.
5. In the event temporarily transferred staff have preapproved leave and the dates fall, or are anticipated to fall, within the duration of the transfer, the employee may request that such leave be cancelled. Should the Employer agree to such cancellation, all preapproved leave hours will be placed back into the employee's applicable bank(s) or upon mutual agreement of the employer and employee, be paid out.

In the event an emergency is declared, the Employer reserves the right to cancel any preapproved leaves including vacation.

6. Temporary transfers will not be implemented until the receiving site/facility/program has fulfilled the provisions related to the assigning of available shifts.
7. The Employers Organizations will notify the union that the temporary transfer has occurred.
8. All transferring employees will be provided with as much notice as possible.
9. All transferring employees shall be provided with appropriate personal protective equipment before commencing work.
10. All transferring employees will be provided with an appropriate orientation at the receiving site if reasonably possible and such time shall be paid. The orientation will be of sufficient duration to assist the employee(s) in becoming familiarized with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.
11. Hotel and meal accommodations will also be provided in accordance with the collective agreement, by the Employer Organizations for employees where specific conditions necessitate.
12. Travel time by transferred employees to and from the receiving site/facility/program shall be paid time if the time spent in travel is greater than their normal commute to their base location.
13. Mileage and parking costs shall also be payable upon receipt of the appropriate mileage/expense claims.
14. Transferred employees will be provided with a daily “work disruption” allowance. The work disruption allowance is applicable for travel as follows:
 - less than 49 Kilometers above normal commute - \$10.00 per work day
 - 50 – 99 Kilometers above normal commute - \$50.00 per workday
 - 100 – 149 Kilometers above normal commute - \$100.00 per workday
 - 150 Kilometers or more above normal commute - \$150.00 per workday

This allowance is intended to cover unanticipated costs associated with the reassignment, shall be paid as income and shall not attract any accruals or benefits. Reasonable consideration will be given to any other costs and expenditures directly related to the transfer and not covered through the application of this Agreement provided the employee submits to the Employer all applicable receipts. The daily work disruption allowance shall be increased by \$30 for each of the following factors: length of assignment greater than 7 days, assignment within federal jurisdiction. This daily work disruption allowance is not paid for days during which the employee has not worked.
15. This memorandum of agreement is enforceable in accordance with the grievance and arbitration provisions of the sending collective agreement.

Dated this ____ day of _____, 2020

Canadian Union of Public Employees

Manitoba Association of Health Care Professionals

Manitoba Government and General Employee's Union

Manitoba Nurses Union

Provincial Health Labour Relations Services on behalf of Employer Organizations and Province Wide Health Employers
