

Memorandum of Agreement

COVID-19 Pandemic Responsiveness

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(The “Union”)

-and-

THE EMPLOYERS IN THE WINNIPEG -CHURCHILL HEALTH REGION, SHARED HEALTH REGION, NORTHERN HEALTH REGION, and SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATIONS

(each Employer individually identified in Appendix “A”)

(Collectively and individually referred to as the “Employer”)

WHEREAS the COVID-19 pandemic has placed unprecedented stressors on the health care system in the Province of Manitoba and around the world;

AND WHEREAS it may be necessary for Employers to modify work assignments, work locations, existing schedules, shift patterns, approved leaves and/or hours of work as well as the utilization of employee(s), in accordance with the provisions contained herein (or in accordance with MOA #1, referenced below) in order to support fluctuating service delivery requirements due to the impacts on our healthcare system due to COVID-19;

AND WHEREAS in order to achieve appropriate staffing levels in Personal Care Homes (PCH), Intensive Care Units (ICU) and designated COVID Inpatient Units, or a unit designated as a COVID Outbreak, it is necessary to Reassign and/or Redeploy staff and to modify work assignments, work locations, existing schedules, shift patterns, approved leaves and/or hours of work as well as the utilization of employees, in accordance with the provisions contained herein (or in accordance with MOA #1, referenced below) in order to support fluctuating service delivery requirements due to the impacts on our healthcare system due to COVID-19;

AND WHEREAS on or about March 13, 2020 the parties entered into the Memorandum of Agreement “Redeployment of Staff Within or Between Employer Organizations Relating to COVID-19” (the “MOA #1”);

AND WHEREAS a bargaining unit for both Community and Facility Support employee(s) has been established for each health region as well as the province wide health Employer pursuant to *The Health Sector Bargaining Unit Review Act* (the “Act”) consisting of Employers as described in sections 3(1) and 3(1.1) of the Act and identified in Appendix “A”;

AND WHEREAS the employment of employee(s) within the health regions and the province wide health Employer is currently governed by existing Collective Agreements which came into effect prior to the Act coming into force;

AND WHEREAS employees employed by the Employer may have been eligible recipients, based on their classification, of compensation under a Government Funded Recognition Program(s) related to COVID-19;

AND WHEREAS it is the desire of the parties to establish terms and conditions to expand the Employer's ability to Reassign and Redeploy employee(s) to meet the Employer's service delivery requirements without resorting to declaring an emergency;

THEREFORE, the parties agree to the following:

1. The parties understand and agree that upon the signing of this Memorandum of Agreement, MOA#1 shall continue in effect, however as per the modifications and understandings as prescribed in this agreement.
2. The following definitions shall apply in interpreting this Memorandum of Agreement:
 - a. **"Collective Agreement(s)"** shall mean the existing collective agreement(s) currently in effect governing the terms and conditions of the employee(s) employment pursuant to section 9(1) of the Act.
 - b. **"Reassignment" "Reassign" and "Reassigns"** all shall mean the movement of an employee(s), within the scope of the Collective Agreement, to a different unit or worksite, including for Rural Employers the movement of an employee(s) within a 50 kilometer radius, unless otherwise noted herein, of their worksite. This definition shall also apply to MOA #1.
 - c. **"Redeployment" "Redeploy" and "Redeployed"** all shall mean the movement of an employee(s) to a different Site either within or between different Employers and/or a Third Party, including employee(s) working for Rural Employers and the movement of an employee(s) more than 50 kilometers, unless otherwise noted herein, from their worksite. For ERS, DSM and Community (for Rural Employers) this shall mean to a worksite with another employer or to a Third Party site.
 - d. **"Rural Employer(s)"** shall mean those Employers in the Northern, Southern, Prairie Mountain and Interlake-Eastern Health Region Employer Organizations and Shared Health Emergency Response Services and Diagnostic Services provided in the geographic boundaries of the Interlake-Eastern, Northern, Prairie Mountain and Southern Health Regional Health Authorities who are included in the list of Employers as set out in Appendix "A".
 - e. **"Site"** shall have the same meaning as is defined in the Collective Agreements. In Collective Agreements where no specific definition of "Site" exists, "Site" shall mean the scope of the Collective Agreement pursuant to its scope and recognition clause. It is understood between

the parties that juxtaposed Sites (PCH) are considered to be one Site for the purposes of this memorandum.

- f. **“Personal Care Home”** shall mean a Personal Care Home as defined in *The Health Services Insurance Act*.
- g. **“Third Party”** shall include, but is not limited to, a Personal Care Home, federal or provincial Nursing station or other type of health care facility that requires facility and community support resources, within the Province of Manitoba, owned and/or operated by an entity who is not a member of an Employer Organization under sections 3(1) and 3(1.1) of the Act and is not an Employer listed in Appendix “A”.
- h. **“Eight (8) hour shift”** shall be considered, for the purpose of this MOA, to be any shift of 6 hours up to 8 hours worked.
- i. **“Ten (10) hour shift”** shall be considered, for the purpose of this MOA, to be any shift greater than 8 hours up to 10 hours worked.
- j. **“Twelve (12) hour shift”** shall be considered, for the purpose of this MOA, to be any shift greater than 10 hours up to 12 hours worked.
- k. **“Government Sponsored Recognition Program(s)”** shall mean the \$120 Million Risk Recognition Program and the \$35 Million dollar Caregiver Wage Support Program introduced by the Manitoba Government in relation to COVID-19 in a News Release on June 2, 2020 and November 27, 2020 respectively.

Reassignment and Redeployment

3. It is understood and agreed by the parties that notwithstanding anything in the Collective Agreement, the Employer shall have the ability to Reassign and/or Redeploy and/or change work schedules of employee(s) in accordance with the terms and conditions applicable herein, and MOA#1. Such conditions shall also apply to Redeployment of employee(s) to any other Employer described in Appendix “A” and/or to any Third Party within Manitoba. One or more of the following scenarios may apply:

a. **Reassignment Within Site – No Redeployment Travel Allowance pursuant to paragraph 6:**

Where employee(s) are assigned to work within their current classification, and within their current Site to another unit/worksite/ department and/or program in the same facility or community program in order to support the needs of the patients/clients/residents and are not required to travel to another Site or program in order to fulfill their duties. In such a case, employee(s) will be entitled to the Shift Disruption Allowance provided for under paragraph 5, provided that the circumstances described in paragraph 3d) are met.

For Rural Employers and for the purposes of this Memorandum of Agreement, an employee(s) shall not receive the Travel Allowance pursuant to paragraph 6 herein when

Reassigned to a Site within the scope of the Collective Agreement within 50 km of their worksite.

In the event that the relevant Collective Agreement provides for the ability to reassign, accommodate and/or displace another employee within a 75 km radius, Redeployment shall mean the movement of an employee(s) more than 75 kms from their worksite.

In such a case, the employee(s) shall receive mileage in accordance with the Collective Agreement but will not receive Travel Allowance pursuant to paragraph 6.

b. Redeployment to Different Site and/or Employer and/or Third Party – Different Geographic Location – With Applicable Redeployment Travel Allowance Pursuant to paragraph 6 (except as described in paragraph 10):

Where employee(s) are Redeployed to a different Site and/or Employer/Third Party at a different geographic location from their normal employment.

c. Rural Employers - Redeployment Travel Allowance – For travel over 50 kilometers - With Travel Allowance pursuant to paragraph 6.

For Rural Employers and for the purposes of this Memorandum of Agreement, an employee(s) shall be considered Redeployed when deployed to work over 50 km from their worksite within scope of Collective Agreement.

In the event that the relevant Collective Agreement provides for the ability to reassign, accommodate and/or displace another employee within a 75 km radius, Redeployment shall mean the movement of an employee(s) more than 75 kms from their worksite.

d. Change in Work Schedule Required

Where employee(s) are required to partially or fully change their normal shift pattern (day of work), shift length (e.g. a 12 hour shift instead of an 8 hour shift) and/or shift description (e.g. Day/ Night, Days, Evenings, Day/Evening) as per the normal posted shift schedule.

A change to the start and end times of a shift of 1 hour or less within an employee(s)'s normal shift(s) and/or shift schedule, as long as the modification of the start and end time does not result in the employee(s) working the majority of their hours in a shift description they would not normally work (e.g. Day/Night instead of Day/Evening) and/or a different shift length (e.g. a twelve (12) hour shift instead of an 8 hour shift) is not considered a change in work schedule, the terms of the Collective Agreement shall apply.

e. Other

All other scenarios not provided for herein shall be governed by the applicable provisions of the Collective Agreement.

4. The principles for implementation of the scenarios described in paragraphs 3a), b), c) and d) herein are as follows:

- a. The Employer agrees to notify the Union as soon as practicable of the implementation of any one of the scenarios in 3 a) b), c) and/or d) above and to implement the scenarios reasonably, fairly, in good faith and take into consideration personal circumstances such as child care or elder care.
- b. The Employer will endeavor to first seek volunteers to accept shift change(s), and then should further shift changes be required, will select employees based on operational requirements and where reasonably possible will move the most junior qualified employee(s).
- c. The employee(s) will be provided with as much advance notice as is reasonably practicable.
- d. Every reasonable effort will be made to maintain an employee(s) current work schedule, shift pattern and/or hours of work. Where such cannot be maintained, the Employer shall endeavor to reasonably establish a schedule by mutual agreement with the affected employee(s). If such agreement cannot be reached, the Employer may change the employee(s) schedule to meet the required needs.
- e. Where the employee's posted schedule is modified outside the conditions and limitations as prescribed in the applicable Collective Agreement, the Union agrees that such modification is permissible, in accordance with the provisions and compensation rates as outlined in this agreement.
- f. Whenever reasonably practicable, the employee(s) will be Reassigned or Redeployed to work in their current classification.
- g. When it is not possible to Reassign or Redeploy employee(s) to work in their classification, the employee(s) may be Reassigned or Redeployed to work for which they are appropriately qualified. In such cases, the employee(s) will be provided with an orientation/familiarization period to advise of relevant information such as policies and procedures, routines, location of supplies and equipment, etc.
- h. Employee(s) will suffer no reduction or loss of pay or benefits regardless of the classification or work to be performed. If the employee(s) is performing substantial duties of a higher classification, the employee(s) will be paid at the rate of the higher classification in accordance with the Collective Agreement. Increments and/or monetary adjustments will be applied as per the terms of the Collective Agreement covering the terms of the employee(s) employment.
- i. In the event that employee(s) who are temporarily Reassigned or Redeployed have preapproved vacation or other time off and the dates fall, or are anticipated to fall, within the duration of the Reassignment or Redeployment, the employees may request that such vacation and or other time off be cancelled. In such cases, where the cancellation is approved by the Employer, the requested preapproved vacation or leave hours will either

be placed back into the employee's applicable banks or be paid out at the employees request. Where the cancelled vacation and/or banked time cannot be rescheduled during the current vacation year, the employee may request in writing to elect to carry over one week (5 days (e.g. 38.75 hours) for a full-time employee, prorated for part-time) of vacation to the next vacation year. Any additional vacation shall be paid out at the end of the current vacation year. For the purposes of this agreement, medical leave of absence, maternity and parental leave shall not be cancelled. Education leaves will be assessed on a case by case basis and will not be unreasonably cancelled.

- j. All Reassigned and Redeployed employee(s) shall be provided with appropriate personal protective equipment (PPE) before commencing work in accordance with the PPE guidelines.
- k. Where Redeployment occurs, the Employer will use their best efforts to limit the number of Redeployments for each employee(s). In the event of an employee(s) holding more than one EFT position at more than one Site, the employee(s) may be assigned comparable work equivalent to their total EFT hours from all positions combined, at the Site and/ or location they are Redeployed to.

5. **Shift Disruption Allowance**

Where a change in work schedule is required, as described in paragraph 3d) herein, the employee (s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the employee. For clarity, this allowance is only payable when the Employer has imposed a change in work schedule as described in paragraph 3d) to meet the required needs. The following rules shall apply:

- a. Compensation of one of the following amounts as applicable per shift, whichever is greatest:
 - (i) \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than one (1) hour and up to four (4) hours; or
 - (ii) \$35 Impact Shift Changes: a change is made to the calendar day that an employee was scheduled to work (no change to shift length or shift description), or the employee is required to work on a scheduled day of rest; or
 - (iii) \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than four (4) hours; a change is made to the shift length (e.g. eight (8) to twelve (12) hours); a change is made to the shift description (e.g. from straight Days to Days/Nights, or from straight Days to Days/Evenings);
- b. Shift disruption allowance will not be paid on days during which the employee does not work or for shifts that have not been changed;
- c. Employees shall not be eligible to receive overtime as a result of changes to their shift length (e.g. changing from eight (8) to twelve (12) hour shifts), unless they are in an overtime situation

as identified in the employee(s) respective Collective Agreement and are now required to work additional hours;

- d. Changes to shift length must not cause a decrease to the employees' EFT;
- e. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the employee is scheduled as posted. If this posted schedule is disrupted the employee shall be paid in accordance with 5a) or 5f).
- f. Notwithstanding the above, where the Collective Agreement provides for greater compensation as a result of a schedule change without the required notice given to the employee, the Collective Agreement provisions shall apply and the shift disruption allowance under paragraph 5 shall not be applicable.
- g. The Shift Disruption Allowance is not applicable to Mental Health Proctors and staff working in the Home Care Program unless they are Redeployed and have their shift changed in accordance with 3 d).

6. Redeployment/Travel Allowance

In the event of Redeployment to a different Site and/or Employer, the employee shall be compensated as per the excerpt from MOA#1 (See attached Appendix "B") as well as the terms and conditions contained under paragraph 5 if, in addition to being Redeployed, the employee's schedule is changed in accordance with 3 d).

7. Redeployed to Work in a Personal Care Home in an Outbreak

An employee that has been Redeployed to work in a Personal Care Home (PCH) in Outbreak, shall receive an allowance of \$5.00 per hour for each hour worked provided the following conditions under 7 a) apply:

a. Working in a Personal Care Home during an Outbreak

Where an employee(s) has been Redeployed to work in a Personal Care Home (PCH) designated as in outbreak.

In all circumstances described above, the employee(s) must work 50% or more of their shift in the PCH in order to be eligible for the allowance(s).

"Outbreak" shall be defined as an Outbreak as declared by Public Health and/or Infection Prevention and Control (IP&C) in accordance with the definition as per Appendix "C".

"In Outbreak" shall mean, in those larger facilities (see Appendix "D") where multiple units or wards are separate and distinct within the facility, the "In Outbreak" shall only apply to the specific unit "In Outbreak" and not the entire facility, unless there is an outbreak of all wards/unit within the facility.

For smaller facilities (see Appendix “D”) where there is no/minimal distinction of units or wards, “In Outbreak” shall be considered to apply to the entire facility.

8. Working in an Intensive Care Unit (ICU)

Where an employee(s) is currently working in, has been Reassigned, or has been Redeployed to work in an ICU, the employee(s) shall receive an allowance of \$5.00 per hour for each hour worked.

In all circumstances described above, the employee(s) must work 50% or more of their shift in the ICU in order to be eligible for the allowance(s).

9. Working in a Designated Inpatient COVID Unit, Facility or Unit/Ward designated in Outbreak

“Designated Inpatient COVID Unit” shall mean those units as designated by the Employer to be primarily dedicated to the care of COVID patients, or:

Unit/Ward/Facility in Outbreak (as per the agreed upon definition of “In Outbreak”) “Outbreak” shall be defined as an Outbreak as declared by Public Health and/or Infection Prevention and Control (IP&C) as per the definition in Appendix “C”.

“In Outbreak” shall mean in those larger facilities where multiple units or wards are separate and distinct within the facility, the “In Outbreak” shall only apply to the specific unit in outbreak and not the entire facility, unless there is an outbreak of all wards/unit within the facility.

For smaller facilities where there is no/minimal distinction of units or wards, “In Outbreak” shall be considered to apply to the entire facility.

Where an employee(s) currently works in, has been Reassigned, or has been Redeployed to work in an Designated Inpatient COVID unit or in a unit/ward facility designated “In Outbreak”, the employee(s) shall receive an allowance of \$5.00 per hour for each hour worked.

In all circumstances described above, the employee(s) must work 50% or more of their shift in the designated COVID or Outbreak unit in order to be eligible for the allowance(s).

The allowance under paragraph 9 is not applicable to employees working in a Personal Care Home or Intensive Care Unit.

10. Employees Redeployed to the North from an Employer in Southern, WRHA (excluding Churchill), and Shared Health Employers Organizations

Where an employee(s) employed by an Employer in an Employers Organization other than the Northern Health Region Employers Organization and employees currently employed by WRHA and working in Churchill, have been Redeployed to work for an Employer or Third Party located north of the 53rd parallel, the employee(s) shall be entitled to the following:

a. Northern Redeployment Allowance

Employee(s) Redeployed will receive a Northern Redeployment Allowance of \$500.00 per bi-weekly pay period for working the minimum equivalent of full-time hours (e.g. 77.5 hours), or \$250 for working the minimum of half of the equivalent of full-time hours (e.g. 38.75) within a seven day period contained therein.

b. Travel Expense Reimbursement

Employees who are Redeployed shall be entitled to reimbursement of the following expenses incurred in accordance with the sending Site's Collective Agreement and Employer policies, unless noted otherwise:

- (i) Mileage and parking expenses;
- (ii) Return airfare where relevant;
- (iii) Where relevant, accommodations will be provided if available. Where accommodations cannot be provided, the employee will be reimbursed for reasonable accommodations made;
- (iv) The actual cost of individual purchased meals up to the following daily maximum amount of \$60/day

For each full day in travel status an eligible employee may claim maximum of \$60 for the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

c. Actual Travel Time Paid

- (i) Actual travel time paid will be paid at the employee's regular rate of pay.
- (ii) An employee travelling on a regular scheduled day of work will not suffer any loss in basic salary as a result of missing any portion of a scheduled workday due to travel.

d. Redeployment Travel Allowance

Employees who are Redeployed shall receive a Redeployment Travel Allowance of \$180.00 for each day worked.

The Redeployment Travel Allowance is intended to cover unanticipated costs associated with the Redeployment that are not covered under b).

This allowance is not paid for days during which the employee has not worked.

Employees eligible for compensation under paragraph 10 will not be entitled to the compensation outlined in paragraphs 5, 6 (MOA #1), 7, 8 and 9 herein.

This paragraph (10 herein) does not apply to employees who are employed by an Employer within the Northern Employers Organization.

11. Applicable to Employees who are employed by the Northern Regional Health Authority

Full time, part-time and casual employees who are employed by the Northern Regional Health Authority and volunteer to work additional available or overtime shifts outside their home community shall be entitled to the provisions described below:

- Accommodation will be provided (if requested by the employee);

- Mileage expenses in accordance with RHA policy for travel within the RHA;
- Mileage expenses including return airfare to the RHA when residing outside the RHA;
- The actual cost of individual purchased meals up to the following daily maximum amount of \$60.00 per day;
- Paid travel time between the home site and another site within the RHA where they are working the additional shift.

In addition to the above, the employee shall be entitled to an allowance of \$50.00 per 8 hours shift worked, or \$75 per 12 hour shift worked

Employees eligible for compensation under this paragraph will not be entitled to the compensation outlined in paragraphs 5, 6, 7, 8, and 9 herein.

12. General Rules for Payment of Allowances

- a. Where an employee(s) has been Redeployed, mileage and parking costs shall also be payable upon receipt of the appropriate mileage/expense claims in accordance with the Collective Agreement and/or Employer policies governing the employee's employment or MOA #1 as applicable provided the employee(s) submits to the Employer all applicable receipts, unless Redeployed to the North, in which case paragraph 10 herein shall apply.
- b. In the case of Redeployment, hotel accommodation and meal expenses, if required and incurred will be reimbursed in accordance with Collective Agreement and Employer policies governing the employee's employment or MOA #1, provided the employee(s) submits to the Employer all applicable receipts, unless Redeployed to the North, in which case paragraph 10 herein shall apply.
- c. Allowances paid under this memorandum shall be paid as income and shall not attract any accruals or benefits and are subject to all relevant statutory deductions.
- d. Reasonable consideration will be given to any other costs and expenditures directly related to the Redeployment and not covered through the application of this Memorandum of Agreement provided the employee(s) submits to the Employer all applicable receipts.
- e. The Employer agrees not to abbreviate the amount of time worked in a unit, where paragraphs 7, 8, or 9 would otherwise apply, in order to avoid premium payment. Wherever reasonably possible, the Employer will not engage in assignment of an employee to such a unit (where paragraphs 7, 8, 9 premiums apply) to durations of less than 50% of their shift.
- f. The parties recognize that employee(s) covered under this MOA would have been eligible for compensation under Government Sponsored Recognition Program(s) and that the compensation provided for under this memorandum takes that into consideration.
- g. This agreement shall be effective November 1st, 2020, unless otherwise indicated. Any amounts paid previous to the date of signing of this agreement, from November 1st, 2020 forward, under conditions applicable to premiums contained herein, shall be deducted from the amounts of the compensation as applied under the conditions of this MOA.

Changes to Service Delivery

13. During the COVID-19 pandemic, the Employer may determine that it is necessary to alter, reduce or discontinue the delivery of services, in such a case, the Employers may Redeploy or Reassign affected employee(s) with consideration of seniority whenever possible. Where Redeployment or Reassignment is not available, or in exceptional circumstances where the employee does not accept redeployment, the Employer will place the employee(s) on layoff. It is understood and agreed by the parties that in such circumstances, discussions between the parties will be held as soon as possible to discuss available options, and every reasonable effort will be made to not enact Employment Security and bumping provisions of the Collective Agreements.

14. The Employer shall notify the Union with as much notice as is reasonably practicable of any of the circumstances described in paragraphs 13 herein.

Declaration of Emergency under Collective Agreement

15. Notwithstanding any other provision in this Memorandum of Agreement, the Employer reserves the right to declare an emergency in accordance with the provisions of the Collective Agreement. In such a case, the Employer retains all rights pursuant to the Collective Agreement.

16. It is understood and agreed by the parties that any one or more Employer may declare an emergency pursuant to the Collective Agreement. The provisions of this Memorandum of Agreement shall be suspended in relation to the Employer declaring such an emergency from the date of its declaration until its cessation, save and except paragraphs 4 through 13 herein for the purpose of determining compensation for unusual working conditions. MOA #1 shall continue to be applicable as per the conditions outlined therein. For greater certainty, the Union expressly agrees that paragraphs 4 through 13 herein shall be provided due consideration towards any subsequent claim of compensation for unusual working conditions in accordance with the Collective Agreements.

17. The declaration of an emergency by one or more Employer does not affect the rights and obligations under this Memorandum of Agreement for any remaining Employer who does not declare an emergency at that time.

Miscellaneous

18. This Memorandum of Agreement does not apply to employee(s) deployed pursuant to the Order re Personal Care Home Operations made under *The Emergency Measures Act*. This agreement is entirely without prejudice and precedent with respect to any current grievance filed in relation to the applicability of MOA #1 with respect to employees deployed as described in this paragraph. This MOA cannot be used or adduced by either party to prejudice the other with respect to such outstanding grievances.

Employees who are in the Shared Health COVID-19 Casual Staffing Pool will be entitled to the allowance as described in paragraphs 7, 8 or 9 above if their assignment satisfies the conditions as outlined in those (paragraphs 7, 8 and 9) respectively. Mileage and other expenses will be provided as outlined in accordance with the Shared Health policy.

19. This Memorandum of Agreement shall only apply to the circumstances related to COVID -19. This Agreement and MOA#1 will terminate when the first of the following occurs:

- a. the pandemic is declared over in Manitoba by the Minister of Health upon recommendation of the Chief Public Health Officer; or
- b. the mutual agreement of the parties to end the Agreement; or
- c. With thirty (30) days' notice in writing, the Employer or CUPE may discontinue this Agreement.

20. Communication and Contacts

Each employer is responsible to ensure timely communication occurs with the local CUPE Union representative.

The Employer will advise the Union as soon as reasonably possible, of any service impacts (reductions or increases) that will affect their members necessitating redeployment of staff or an increase in staffing requirements.

The Employer will advise the Union of the details of redeployments and reassignments concerning their respective members as soon as reasonably possible by completing the Union Reporting Table form and submitting on a weekly basis to the respective Union local representative.

The Employer will provide a list of designated contacts to the Union to serve as a resource to escalate concerns related to redeployments that are unresolved at the site level. Designates will be provided from the following Employer Organizations:

- WRHA-Churchill Health Region
- Northern Health Region
- Shared Health
- Southern Health Region

21. It is understood and agreed that nothing in this Memorandum of Agreement limits or modifies any of the Employer's rights pursuant to the Collective Agreement or precludes the Employer from exercising their rights to Reassign or Redeploy in accordance with the Collective Agreement for a reason(s) outside the scope of the pandemic. In such a case, this Memorandum of Agreement shall not apply.

22. The parties understand and agree that the Shift Disruption Allowance and /or Redeployment Travel Allowance does not apply to employee(s) who move to a different Site and /or Employer and or require changes to their schedule as a result of the implementation of an accommodation for any reason including an accommodation due to COVID-19.

23. This Memorandum of Agreement is enforceable in accordance with the grievance and arbitration provisions of the Collective Agreement. The Union acknowledges and agrees that each Employer is a separate legal entity with each Employer having rights and obligations under this Memorandum of Agreement which are several and not joint. An Employer's liabilities are limited solely to the extent of each Employer's individual obligations. The Union acknowledges and agrees that an

individual Employer is not responsible for the obligations of any other one of the Employers who, for any reason, does not satisfy all or part of its obligation(s) hereunder.

24. For greater certainty, the parties understand and agree that the obligations on an Employer set out hereunder are the obligations of each individual Employer to this Memorandum of Agreement. It is expressly understood and agreed that any alleged breach of this Memorandum of Agreement by one Employer shall not affect the rights and obligations pertaining to any other one of the Employers who are a party to this Memorandum of Agreement and that any referral to arbitration in accordance with paragraph 21 shall only include the Employer who is alleged to be in breach of this Memorandum of Agreement.

25. This Memorandum of Agreement is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.

Dated this 23rd day of December, 2020.

Canadian Union of Public Employees

A handwritten signature in blue ink, appearing to read "Smycal", is written over a solid horizontal line.

Shared Health Inc. as Agent for the Employers

A handwritten signature in blue ink, appearing to read "Beaupre", is written over a solid horizontal line.