

## **GOOD NEIGHBOUR AGREEMENT**

This Good Neighbor Agreement (“Agreement” or “GNA”) will allow the Employer (one or more of the signatory Employers) to initiate a planned response to an emergency without undue delays and will assist in ensuring the health, safety and security of the people of Newfoundland and Labrador is maintained.

The Unions (RNUNL, NAPE, AAHP, CUPE) and the Employers (Eastern Health, Central Health, Western Health, Labrador–Grenfell Health, NLCHI) have worked together to develop the following guiding principles which govern this Agreement.

On March 18, 2020, a Public Health Emergency was declared in the Province of Newfoundland and Labrador as a result of the Coronavirus (COVID-19) pandemic in accordance with the *Public Health Protection and Promotion Act*.

The parties agree that the guiding principles of this Agreement will come into effect on March 30, 2020, and will continue as an emergency related to the COVID-19 pandemic has been declared under *Public Health Protection and Promotion Act* and will remain in effect should an emergency related to the Coronavirus (COVID-19) pandemic be declared under the *Emergency Services Act*.

The parties agree that the terms of this Agreement will have application to bargaining units of the Unions, at the sites, locations and facilities of the Employer or as otherwise specified by the Employer. This Agreement will terminate upon written notification of the Employer. Such written notice will be given not more than twenty-one (21) days following the end date of the declared emergency. This Agreement may be extended by mutual agreement of the parties.

All Employer decisions to utilize the powers granted the Employer under the Agreement will be made fairly and in good faith. The parties acknowledge that nothing contained herein will be interpreted as, or operate in any way to limit, any discretion or authority prescribed under the *Public Health Protection and Promotion Act* SNL 2018 c. P-37.3 or the *Emergency Services Act* SNL 2008 c. E-9.1.

### **GUIDING PRINCIPLES**

#### **1. Alternate Schedules**

The Employer may require employees to work alternate schedules and overtime for which they will be compensated as per their collective agreement. The Employer will endeavor to provide as much notice as possible of any changes and will endeavor to post these schedules whenever possible.

#### **2. Assignment of Duties**

The Employer may require employees to work outside their normal work duties and/or bargaining unit; however, employees will not be required to work on any assignment which is beyond their scope of practice or competence. Such assignments will not be

unreasonably refused. In circumstances where not enough employees consent to reassignment of duties, the Employer will assign available employees at its discretion. There may be requirements for non-bargaining unit employees to assist with bargaining unit work with the commitment that no work will be taken away where a bargaining unit employee is available.

The Employer will follow collective agreement language and current practice with regard to the hiring of temporary and casual employees prior to assigning employees from outside the bargaining unit. Prior to reassigning employees, the Employer shall ensure that all employees of the applicable bargaining unit on either layoff or recall, whose duties ordinarily include the assignment, have been offered the assigned work.

### **3. Compensation and Illness**

Employees are eligible for special leave with pay for self-isolation as of March 18, 2020.

Employees employed in a location, site or facility affected by this Agreement who are asymptomatic but recommended or directed to self-isolate will be placed on special leave with pay for all missed work hours to a maximum of seventy five (75) hours. Permanent part time employees will be paid for all scheduled shifts to a maximum of seventy-five (75) hours. If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay. Should the individual exhibit acute respiratory illness-like symptoms, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted. As some collective agreements allow for the use of anticipated leaves, employees under these collective agreements may avail of this benefit.

Employees will not be required to provide medical documentation for one period of fourteen days. Functional Abilities Information related to accommodation requests/extensions, illness unrelated to acute respiratory illness, bouts of long term sick leave and attendance support planning may still be required. Employees are required to report their illness as per the reporting policy of their employer. Further, the Employer may require an employee to provide medical clearance before returning to work following their absence due to acute respiratory illness.

Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay if there is a requirement to self-isolate, based on shifts they would have received in normal circumstances (compared to next junior Temporary Call-In). If an acute respiratory illness is confirmed, employees may access sick leave, annual leave or time-owed, as per their collective agreements. As some collective agreements allow for the use of anticipated leaves, employees governed by these collective agreements may avail of this benefit.

Casual and part-time employees will advise their managers of their availability to work through their current scheduling process. Where an insufficient number of employees volunteer, casual and part-time employees will be required to work at the discretion of the

manager and based on operational requirements. Where possible, such work assignments will be made in an equitable manner. All employees will be provided with as much notice as possible when required to work. The Employer is not required to pay casual and part-time employees for shifts not assigned.

Casual employees, who are asymptomatic but required to self-isolate and/or exhibit acute respiratory illness-like symptoms and are unable to report to work, will be placed on special leave with pay. Pay will be based on the averaging of the hours worked over the last six (6) pay periods up to a combined maximum of seventy-five (75) hours.

#### **4. Redeployment of Staff**

Employees may be redeployed as demand dictates and, where possible, on a voluntary basis, and/or in accordance with the terms of their collective agreement. To facilitate redeployment of staff between work sites, qualified employees will be offered the opportunity to volunteer to work in the location, site or facility experiencing the need for additional employees. Where an insufficient number of employees volunteer, the Employer may redeploy employees as needed. If travel and accommodation are required, employees will be reimbursed in accordance with their collective agreements.

Non bargaining unit employees may also be deployed as long as no qualified bargaining unit employees are available and will follow the same stipulations as above. All employees being redeployed will be provided with an appropriate orientation at the receiving location, site or facility and all redeployments will be done in accordance with Public Health Agency of Canada, Interim Infection and Prevention Guidance for COVID-19. All redeployed employees will be provided with as much notice as possible.

#### **5. Reporting to Work and Childcare**

Where employees follow the established policies and procedures for reporting to work, and the employees have made a demonstrable effort to secure alternate childcare arrangements, employees will not be subject to discipline due to the inability to report to work due to childcare obligations. This does not apply to employees working from home.

#### **6. Seniority**

Employees with temporary or permanent status with the Employer who are reassigned to another bargaining unit as a result of needs arising from the emergency will earn seniority in accordance with the terms of their original collective agreement, unless they would have ordinarily been laid off.

#### **7. Waiver of Time Limits**

For the duration of the implementation of this Agreement, the time limits for probation, discharge, suspension, discipline, submission and processing of grievances will be waived, including but not limited to, timelines that were initiated prior to the implementation of this Agreement and remain in effect. The parties recognize that any time limits waived pursuant to this Agreement will commence run upon termination of this Agreement.

**8. Workers' Compensation Benefits**

Employees who are required to work or volunteer to work with another Employer covered by this Agreement or outside their job classification will continue to be covered for Workers' Compensation benefits through their usual Employer.

**9. Notice Periods for Bargaining**

The 30 day notice period to commence bargaining shall be waived for applicable upcoming bargaining units for the duration of this Agreement, and for a maximum of sixty (60) sixty days once this Agreement is terminated, unless otherwise mutually agreed by the parties.

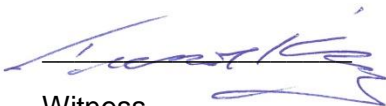
**10. Recruitment Timelines**

Timelines related to the posting, awarding and commencement of positions will be waived for the duration of this Agreement.

**11. Summer Schedules**

The posting of summer schedules will be posted by June 01, 2020. This date may be subject to change, based on operational requirements.

It is agreed that there will be unique situations that the above principles do not address. In such cases, the Employer will consult further with the undersigned, and nothing in this Agreement overrides the Employer's obligations pursuant to the *Occupational Health and Safety Act* RSNL 1990 c. O-3. However, where the terms of this Agreement conflict with measures, powers or authorities exercised under a Public Health Emergency relating to COVID-19 under the *Public Health Protection and Promotion Act*, or under an emergency declared under the *Emergency Services Act*, such measures, power or authorities shall prevail.



Witness



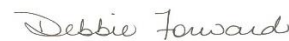
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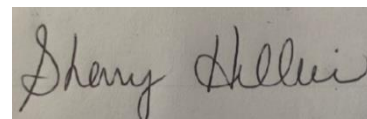
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NAPE



RNUNL



CUPE

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AAHP

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Eastern Health

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Central Health

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Western Health

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Labrador-Grenfell Health

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