

MEMORANDUM OF UNDERSTANDING

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK NURSES' UNION, GROUPS: NURSES, PART III AND NURSE MANAGERS AND
NURSE SUPERVISORS;**

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, GROUPS: MEDICAL SCIENCE
PROFESSIONALS AND SPECIALIZED HEALTH CARE EMPLOYEES;**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1252, GROUPS: CLERICAL, STENOGRAPHIC &
OFFICE EQUIPMENT OPERATION, INSTITUTIONAL SERVICES AND PATIENT SERVICES**

Re: COVID-19 Pandemic - Temporary Staffing Protocol at the Manoir de la Vallée Long-term Care

The response to the COVID-19 pandemic has created an urgent need for healthcare personnel at the Manoir de la Vallée Long-term Care Home ("Home") in Atholville, New Brunswick.

The parties recognize:

- the importance of maintaining essential service delivery which may require the mobilization of healthcare personnel;
- by working cooperatively, the employer and unions will make a significant difference in ensuring that the effects of the COVID-19 pandemic are minimized;
- this exceptional situation requires immediate action;
- the sharing of healthcare employees may be necessary; and
- the health, safety and well-being of employees are fundamental.

The parties agree to the following:

1. Voluntary Mobilization to the Home

No employee will be obligated to go to the Home. The Employer will contact employees and offer them the opportunity to go work at the Home on a voluntary basis.

2. Roles and Duties

Employees who are mobilized to the Home may be required to carry out roles not normally considered as core duties and responsibilities within their regular positions. An employee shall not be required or expected to perform any duties that exceed their scope of practice, expertise, license or certification. Employees will inform the Employer of any limitations in the performance of assigned duties.

3. Application of Collective Agreement

Employees' collective agreements will continue to apply during the period of mobilization. Employees will be paid their current rate of pay and benefits, and will continue to accrue seniority, continuous service and service for pension while working at the Home.

4. Travel and Accommodation

Compensation for travel, meals, lodging and related expenses will be paid in accordance with the New Brunswick Travel Policy AD-2801.

5a. Occupational Health and Safety

The *Occupational Health and Safety Act* will continue to apply to employees while working at the Home.

If a health or safety concern is not readily addressed by the Home, employees may raise the concern directly with EM/ANB Inc.

5b. Personal Protective Equipment

Personal protective equipment will be provided to employees working at the Home in accordance with the protocols for dealing with the COVID-19 pandemic.

Clean uniforms will be provided to employees working at the Home at the beginning of each shift and are to be left onsite.

6. Self-Isolation

Where self-isolation is required by Public Health after working at the Home, an employee will be put on paid leave, equal to a full-time employee's regular hours of work, for the period of the self-isolation. Employees may seek financial support for alternate living arrangements pursuant to the Financial Support for Alternate Living Arrangements during COVID-19 policy where applicable.

7. Term

Employees who volunteer will be asked to make a commitment for a period of up to two months. However, due to the urgent need for healthcare personnel at the Home, and in recognition that not all employees could make a commitment of this length, the Employer will consider all offers for assistance.

8. Dispute Resolution

Disputes arising out of this agreement that remain unresolved will be held in abeyance and resolved through mediation or the grievance process after the COVID-19 pandemic event has passed.

9. Changing Circumstances


The parties recognize that the circumstances surrounding the COVID-19 pandemic are continuously changing. Therefore, if any party wishes to amend this agreement, the parties will discuss and attempt in good faith to reach agreement on the proposed amendment.

Signed in Fredericton, New Brunswick this day of June, 2020

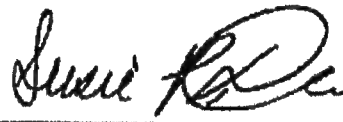


For Treasury Board:

For the Canadian Union of Public Employees,
Local 1252: Ralph McBride

For the Department of Health:

For the New Brunswick Nurses' Union:
Paula Doucet

For Vitalité Health Network:

For the New Brunswick Union of Public and
Private Employees: Susie Proulx-Daigle

For Horizon Health Network:

For EM/ANB Inc.: