

LETTER OF UNDERSTANDING

BETWEEN:

**SASKATCHEWAN HEALTH AUTHORITY
(SHA)**

AND:

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
(SAHO)**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE)**

AND:

**HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN
(HSAS)**

AND:

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, HEALTH PROVIDERS
(SGEU)**

AND:

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST
(SEIU)**

AND:

**THE SASKATCHEWAN UNION OF NURSES
(SUN)**

WHEREAS the Government of Saskatchewan issued an emergency declaration on March 20, 2020, pursuant to the provisions of *The Emergency Planning Act* arising from the COVID-19 pandemic (hereinafter “Declaration”).

AND WHEREAS the Employers intend to establish a temporary labour pool strategy and six (6) area labour pools one (1) in each SHA area toward redeployment, assignment and cohorting of health care employees across Saskatchewan to address staffing issues and to address health care needs during the time of the COVID-19 pandemic and Declaration (hereinafter “Labour Pool”).

NOW THEREFORE IN CONSIDERATION of the covenants herein, the parties hereby agree to the following provisions of this Letter of Understanding,

1. The purpose of the Labour Pool is to facilitate temporary redeployment of health care employees to meet the anticipated increase in COVID-19 health care needs within the province of Saskatchewan. The temporary redeployment of health care employees could be to another work area, unit, facility, department, community or bargaining unit the employee does not hold a position in or normally work in. Employees will maintain current bargaining unit status if redeployed to perform duties of another bargaining unit.

2. Employees may volunteer, including casual/relief interested in working additional hours, to be redeployed through the Labour Pool. The request for employees to volunteer will be initiated by the Employers if there is employees available for reassignment, it may be a one time general request or multiple requests. Casual/relief employees that volunteer for the Labour Pool must provide a new call-in/relief availability form which includes a commitment from the employee to be assigned a specified number of hours or shifts per week.

3. The Employers have the ability to assign employees to the area Labour Pool if the work area or unit they hold a position in has been closed or is subject to a slow down, if there are not enough employee volunteers or if the employees that volunteer are not from the needed classification or the employees that volunteer do not have the equivalent required experience, qualification or abilities. The Employers will consider geographic distance, employee schedules, training, skills, abilities, licenses, availability and guaranteed hours when assigning employees to the Labour Pool. If all of the above are equal, the most junior employee will be assigned.

4. Prior to redeploying an employee through the Labour Pool, the Employers will attempt to fill the need by using the existing call-in / relief assignment and overtime processes contained in the applicable collective bargaining agreement (CBA). If the work area or unit is unable to meet the need, the need will be submitted to the Labour Pool and an employee will be redeployed to that work area or unit. Pursuant to this LOU, temporary employee redeployment can arise from a COVID-19 staffing need during the pandemic and/or where employees may not be required in his/her home position given a temporary closure, diversion of services from, or reduction of staffing needed in a work area or unit. An employee assignment or redeployment could occur due to (but is not limited to) any of the following:

- Employee reassignment within the unit (which could be the entire department/facility);
- Employee reassignment within the department/service line/program;
- Employee referred to the area Labour Pool for redeployment to another work area, unit, facility, or department;
- Area Labour Pool redeployment could be within a facility/program/service line in the community the employee is currently working in or to a different community;
- Area Labour Pool redeployment could be to a new service, program or facility (including but not limited to SHA test sites, assessment sites or field hospitals);
- Area Labour Pool redeployment could be to a different area Labour Pool or to a different bargaining unit;
- Area Labour Pool redeployment between different area Labour Pool's or within or between different bargaining units;
- Employee redeployment or assignment to only work at specified facilities/units or a specific facility/unit thereby restricting the employee(s) from working at other facilities/units (referred to as cohorting).

5. If an employee holds multiple positions in different facilities, the employee will be asked to select a facility preference before being Redeployed or assigned to work at specified facilities/units or a specific facility/unit (cohorted). If the employee identifies a facility preference, the Employers will consider the employee's facility preference when Redeploying the employee. The ability to maintain staffing levels and meet COVID-19 health care needs will take precedence over the employee's preference.

6. If an employee is assigned or Redeployed to work at specified facilities/units or a specific facility/unit, the employee will be removed from all call-in/relief assignment and overtime processes except for the call-in/relief assignment and overtime processes for the facility(ies)/unit(s) they are assigned or Redeployed to for the period cohorted. Cohorted employees will be guaranteed all hours previously offered and accepted or assigned within the posted and confirmed period when first cohorted.

7. The Employer will utilize the following principles when Redeploying employees from the Labour Pool:

- Preference will be given to Redeployment to the same classification. The Employer will consider geographic distance and employee schedules, training, skills, abilities, licenses, availability and guaranteed hours for the redeployment assignment. If all of the above are equal, the most junior employee will be Redeployed. The Employer will attempt to Redeploy an employee geographically close to position(s) they hold.

- Redeployment of employees may need to be to a different classification. The Employer will consider geographic distance and employee schedules, transferable skills, required training, abilities, licencing, availability and guaranteed hours for the redeployment assignment. If all of the above are equal, the most junior employee will be Redeployed. The Employers will attempt to Redeploy an employee geographically close to position(s) they hold; and,
- The Employer will not require an employee to perform work or duties that are beyond the employee's professional scope of practice and is inconsistent with the professional association's standards of practice and legislation.

8. Redeployment of an employee might not take place if:

- The employee is refusing to work under *The Saskatchewan Employment Act* occupational health and safety provisions; or
- The employee requires a medical accommodation that prevents redeployment including but not limited to immune compromised circumstances. Medical verification may be requested in some instances; or
- The employee requires an accommodation based on family status; or
- The employee has an exceptional circumstance that would prevent the Redeployment, including but not limited to transportation limitations to attend the assigned work area.

9. Employees will continue to work their regular schedules unless changed in accordance with the CBA or they are assigned to the Labour Pool for Redeployment and a change to their schedule is necessary. The Employer will provide reasonable advance notice to an employee that he/she will be assigned to the Labour Pool or required to work an alternate schedule.

10. As related to the Labour Pool and Redeployment, all CBA provisions that require the Employer to post positions are suspended during the period this LOU is in force. The Employers will follow the CBA posting provisions for permanent part-time and full-time positions that are vacated during the period of this LOU, unless the vacated position is in a work area or unit that has been closed or is subject to a slow down. The parties agree that the successful applicant's commencement of the position can be delayed beyond the period identified in the CBA by the Employers due to the emergent circumstances of the COVID-19 pandemic.

11. An employee may be assigned to the Labour Pool and/or Redeployed numerous times. An assignment to the Labour Pool can be for a definite or an indefinite period of time, but will end when this LOU is terminated. The duration of Redeployment will depend on COVID-19 health care needs. It could be for a single shift or multiple shifts.

12. All Redeployed employees will be provided with worksite orientation and training fitting with the situation at the receiving site and will be provided with orientation and training to the required Personal Protective Equipment to be used in the work area and the appropriate use of such equipment. Employees shall be provided with this Personal Protective Equipment before commencing work.

13. The Employer(s) will notify the Unions of all employees assigned to or Redeployed through the Labour Pool by area. Such notification will contain the name of the employee being assigned or Redeployed, their classification, union affiliation, and the work area they are being assigned from and to. The Employer will provide this notification to the Unions once per day or within 72 hours of the assignment or Redeployment.

14. Where an employee is assigned to the Labour Pool and is not Redeployed, the Employer will attempt to find work for the employee to perform in their current work area or remotely.

15. For the duration of this LOU, the guaranteed hours for part-time and full-time employees will not be reduced by the Employers. For the duration of this LOU, the Employers will not issue a new lay off notice to unions. This does not apply to any lay off situations or notices that have previously been provided. Employees that have been cohorted will not be removed from casual or relief lists in facilities/units they are not able to work in during the cohorted period.

16. Overtime and premium pay provisions in the CBA continue to apply and are payable to an employee, subject to the following understanding related to shift or schedule changes. The parties agree that premium payment to an employee for Employer directed shift or schedule changes will be limited as the pandemic is an emergency circumstance which could not have been foreseen by the Employer. Premium payment to an employee will be limited to the first five (5) shifts changed for SGEU, SEIU-West, HSAS and SUN and the first seven (7) shifts changed for CUPE within a single posted and confirmed period from the first shift changed. Employer directed assignment of shifts through the labour pool that are a change from their posted and confirmed schedule will not be deemed to be mutual agreement between the Employee and the Employer and will not circumvent the premium payments outlined in this section or the appropriate CBA. The parties also agree that volunteering for the labour pool as per provision 2 does not constitute mutual agreement to change their posted and confirmed schedule. The parties also agree that the Employer can change an employee's shift(s) or schedule outside of the posted and confirmed period without premium payment. A shift or schedule change includes a change to the shift length, days worked including weekends worked, hours worked

(change to days, evening, nights) or the community (except as contained in the CBA for multi-site work) the employee is to work.

17. The Employer will use the broadcast system to offer shift(s) to casual, relief and part-time employees if the shift(s) have not been filled with the existing call-in / relief assignment and overtime processes or assigned by the area Labour Pool. The shift(s) offered through the broadcast system will be to employees within a specific work area, to a specific classification(s) and/or specific department(s). Employer will consider geographic distance and employee schedules, transferable skills, required training, abilities, licencing, availability and guaranteed hours for the redeployment assignment when awarding the shift(s). If all of the above are equal, the most senior employee will be awarded the shift.

18. Employees reassigned or Redeployed to perform the duties of a lower paid classification shall be paid at their current rate of pay. Employees reassigned or redeployed to perform the duties of a higher paid classification shall be paid as per the CBA.

19. Employees being Redeployed will be paid mileage, meals and travel time. Employees being Redeployed more than fifty (50) kilometres from their home site, will also be reimbursed accommodation expenses as outlined within the relevant CBA. The employee may request the Employer provide an advance or direct payment for accommodation costs.

20. The mobilization of a supplemental workforce of contractors, OOS, health system partners, students, volunteers or other personnel providing assistance (collectively “the temporary COVID-19 Supplemental Workforce”) may also be utilized and deployed to meet temporary COVID-19 health care needs during the term this LOU is effective. The Employers will advise the Unions when the Supplemental Workforce is utilized, including the number of individuals assigned and work area.

21. The temporary COVID-19 Supplemental Workforce will not be classified or considered members of the Unions’ bargaining unit. Limited to the term that this LOU is effective, the Unions agree that the temporary COVID-19 Supplemental Workforce can engage in bargaining unit work to meet COVID-19 health care needs, provided that the Employer has utilized the call in / relief assignment and overtime processes, the Labour Pool and broadcast system, during the term of this LOU. The temporary COVID-19 Supplemental Workforce can be orientated and trained at any time during the term of this LOU and this orientation and training is not considered bargaining unit work nor contracting out.

22. Where there is a conflict between the provisions of this LOU and the applicable collective agreements, the parties agree that the provisions of the LOU shall prevail.
23. This agreement is made without prejudice and/or precedent. The parties will not refer to this LOU in any arbitration or LRB hearing, unless the grievance/arbitration or LRB hearing is to dispute a provision or the application of a provision contained in this LOU.
24. Where the terms of this LOU conflict with measures, powers, orders or authorities exercised under *The Emergency Planning Act* and/or the *Public Health Act*, related to the pandemic, such measures, powers, orders or authorities shall prevail.
25. This LOU shall be in force for 28 days after the date the Government of Saskatchewan rescinds the Declaration or as mutually agreed in writing between all of the parties to this LOU.
26. The term “Employers” is defined to include the Saskatchewan Health Authority and Affiliates subject to CBAs between the parties to this LOU.
27. The term “employees” is defined to include in-scope employees of the Saskatchewan Health Authority and Affiliates subject to CBAs between the parties to this LOU.
28. This Letter of Understanding may be signed in counterparts and/or by facsimile or electronic means, each copy of which, when executed, shall be deemed to be an original and all of which taken together will constitute one and the same Letter of Understanding.

DATED at the City of __Saskatoon__, in the Province of Saskatchewan, this _17th day of April, 2020