

CUPE – COVID- 19 Pandemic Response MOA #2

Effective: November 1, 2020 Signed: December 23, 2020

Interpretation Guide

The CUPE MOA #2 has been negotiated as a supplement to MOA #1 which deals with the reassignment and redeployment of staff required to support the service delivery requirements related to COVID-19. Where MOA #1 provided a process to move staff within and between sites/employers, CUPE MOA #2 has added a method and process to change an employee's schedule where required to support patient/client/resident care in targeted areas and takes into consideration previous Government Sponsored Recognition Programs in the associated compensation. This document is intended to be used to supplement and support the administration and implementation of MOA #1 and CUPE MOA #2. Please refer to the actual documents and/or consult with Human Resources as required.

Any questions should be directed to PHLRS and will be added to this document for reference.

Definitions:

Reassignment: 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.

(e.g. An operating room employee at Grace Hospital is reassigned to work on a medicine unit at Grace Hospital or a Health Care Aide at the Ste Anne Hospital is reassigned to work on the Medicine Unit at the Bethesda Regional Health Centre)

Redeployment: 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.

(e.g. an employee from Pan Am Clinic is redeployed to work at Misericordia Health Centre or a Home Care Attendant is redeployed to work in a Personal Care Home)

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.

Third Party: an employer that is not a member of an Employer Organization as per Appendix A of the CUPE MOA #2

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.

December 23, 2020

Change in Work Schedule:

Where employee(s) are required to partially or fully change their normal shift pattern (day of work), shift length (e.g. a twelve (12) hour shift instead of an eight (8) hour shift) and/or shift description (e.g. Day/ Night, Days, Evenings, Day/Evening) as per the 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 eight (8) hour shift) is not considered a change in work schedule, the terms of the Collective Agreement shall apply.

Employer Requirements:

Per 4 (a) the Employer must advise the employee and the union as soon as practicable whenever the following occurs:

- An employee is reassigned
- An employee is redeployed
- A change in work schedule is required

A communication process and template will be provided to employers for reporting purposes

Application:

Note each of the below allowances may be "stacked" unless otherwise indicated.

| Allowance | Reference | Premium Value | Applies To | Comments |
|---|--|--|--|--|
| 1) Shift Disruption Allowance (SDA) | CUPE MOA #2 Paragraph #5 | \$25/\$35 or \$\$50 based on the type of change | Change in work schedule | Not applicable to change in start or end time of less than 1 hour Not applicable to Mental Health Proctors and staff working in Home Care unless redeployed. Based on posted hours |
| 2)Redeployment Travel Allowance (Work Disruption) | CUPE MOU#2 Paragraph 6 (MOA #1, Bullet | \$10, \$50, \$100, or \$150/shift based on kilometers above normal commute | Redeployed Employees regardless of where they work, and if the | Not applicable for Reassigned Employees |

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|---|--------------------------|--|---|--|
| Allowance) (WDA) | #14) | Additional \$30/shift if more than 7 consecutive shifts in same assignment | commute is greater than their normal commute. | |
| 3) Redeployed to a Personal Care Home (PCH) in Outbreak | CUPE MOA #2 Paragraph #7 | \$5.00 per hour worked including both regular and overtime hours provided the employee has worked 50% or more hours of that shift in the PCH | This applies to employees who are redeployed to a PCH that has been designated in Outbreak within any Employer Organization | Paid in addition to SDA and WDA (where the employee meets the eligibility criteria for the SDA as outlined in CUPE MOA #2 and the WDA as outlined in MOA #1) Applicable to regular and overtime hours |
| 4) Working in an Intensive Care Unit (ICU) | MOA #2 Paragraph #8 | \$ 5.00 per hour worked including both regular and overtime hours provided the employee has worked 50% or more hours of that shift in the ICU | All employees working in an ICU within any Employer Organization | Paid in addition to SDA and WDA (where the employee meets the eligibility criteria for the SDA as outlined in CUPE MOA #2 and the WDA as outlined in MOA #1) Applicable to regular and overtime hours |
| 5) Working in Designated Inpatient COVID Unit, facility or unit/ward designated in outbreak | MOA #2 Paragraph #9 | \$5.00 per hour worked including both regular and overtime hours provided the employee has worked 50% or more hours of that shift in the designated inpatient COVID unit | All employees working in a unit as defined in CUPE MOA #2 paragraph #9 | Paid in addition to SDA and WDA (where the employee meets the eligibility criteria for the SDA as outlined in CUPE MOA #2 and the WDA as outlined in MOA #1) Applicable to regular and overtime shifts Not applicable if already working in PCH or ICU |

Frequently Asked Questions:

1. What has CUPE MOU #2 added that MOU #1 did not?

The CUPE MOU#2 provides an ability to move employees to meet the patient/client/resident needs including modifying an employee's schedule and hours of work. It outlines the targeted areas within the health system where staffing needs are the greatest and provides compensation that takes into consideration the previously provided Government Supported Recognition Programs. These allowances are provided to employees who:

- i. are redeployed to a PCH in outbreak (#7);
- ii. currently work, are reassigned or redeployed to an ICU (#8);
- iii. currently work, are reassigned or redeployed to a Designated Inpatient COVID unit, facility or unit/ward designated in outbreak.

CUPE MOA #2 also provides additional compensation for when a schedule is changed as outlined in the Shift Disruption Allowance (#5).

2. What is the difference between Reassignment and Redeployment?

Reassignment is when an employee(s) is moved to a different unit/ward or facility within the scope of the Collective Agreement and within fifty (50) kilometers of their worksite. Employees who have been reassigned are entitled mileage and travel time (if applicable) in accordance with their Collective Agreement.

These employees may be eligible for the Shift Disruption Allowance (SDA) under paragraph #5 of the CUPE MOA #2, and the premiums for ICU (# 8 CUPE MOA #2) and the Designated COVID Inpatient Units (#9 CUPE MOA #2), but they are not entitled to the Work Disruption Allowance (WDA) within MOA #1 or the premium for Personal Care Homes (#7).

Some examples of Reassignment would be:

- A Home Care Attendant working in St Vital Access Centre being reassigned to the Fort Garry Access Centre (same Collective Agreement, same program, but different base location).
- A Dietary Aide in Boundary Trails Health Centre being reassigned to the Carmen Memorial Hospital (same Collective Agreement different Location within fifty (50) kilometers).
- A reduction in services at CancerCare has required existing Clerk II's to be reassigned to medical clinics within CancerCare to work as receptionists (same Collective Agreement, different location).
- A Health Care Aide at Bethesda Regional Health Centre is reassigned to Bethesda Place (same Collective Agreement, juxtaposed site).

Redeployment is when an employee is sent to a site and/or employer that is outside the scope of their Collective Agreement. This also includes employees who are reassigned and required to travel a greater distance than the fifty (50) kilometers permitted for reassignment.

Employees who have been redeployed are eligible for the Work Disruption Allowance (WDA) in accordance with MOA #1. In addition, they may also be eligible for the Shift Disruption Allowance (SDA) under paragraph #5 of the CUPE MOA #2, and the premiums for PCH (#7 CUPE MOA #2), ICU (# 8 CUPE MOA #2) and the Designated COVID Inpatient Units (#9 CUPE MOA #2).

Some examples of Redeployment would be:

- A Ward Clerk who works at the Flin Flon Hospital who is redeployed to work at the Gillam Hospital (different Collective Agreement and over fifty (50) kilometers).
- A Housekeeping Attendant who works at the Ste Anne Hospital who volunteers to work at the Villa Youville (different Collective Agreements – within fifty (50) kilometers).
- A WRHA Home Care Worker who is Redeployed to Fred Douglas Lodge (PCH) (different Collective Agreements)
- A Health Care Aide from DeSalaberry and District Health Centre who is reassigned to work at Boyne Lodge (same Collective Agreement but over fifty (50) kilometers).

3. How are decisions made regarding issues such as schedule changes, reassignment or redeployment?

The Employer will determine the qualifications needed to support the area with the need. First, volunteers will be canvassed, and where there are insufficient volunteers, employees will be redeployed, reassigned or have schedules changed based on operational requirements. Where possible, the Employer will take into consideration child and elder care arrangements and employee seniority. Managers should make note of the rationale used when making such decisions. This may be relevant should there need to be justification made for such decisions.

4. Is the Shift Disruption Allowance only applicable when redeployed to a PCH or working in an ICU or Designated COVID Inpatient Unit?

No, the Shift Disruption Allowance would be applicable wherever an Employee's schedule was changed in accordance with CUPE MOA#2 # 3 d. or #5 to support fluctuating service delivery requirements due to COVID-19, regardless of whether they are working in a targeted area or not.

5. What is defined as "ICU" for the purposes of this memo?

ICU will include any ICU within the St Boniface Hospital, the Grace Hospital, the Health Sciences Centre and the Brandon Regional Health Centre. This will include the PICU and NICU, but not a CCU.

6. Can the Employer cancel an employee's vacation?

With the exception of Employees employed in Personal Care Homes that fall within the Single Site Order, vacation can only be canceled by mutual agreement with the employee and the employer. Should the employee agree to cancel vacation, the process is outlined in CUPE MOA #2 (#4 i.).

7. Can an employee with a Days only shift pattern be scheduled to work an Evening or Night shift or be temporarily changed to work a rotation that includes Nights or Evenings?

Yes. However, the manager must ensure that there is ample time for the employee to rest in anticipation of the modified shift pattern. In this case, the employee would be eligible to receive the Shift Disruption Allowance of \$50 (#5 a. (iii) of CUPE MOA #2).

8. An employee who normally works a Monday to Friday shift pattern has been moved into an area with a rotating shift pattern. In the event the employee works a week where a general holiday falls, and they previously would have had the general holiday off as the clinic where they worked was closed, is there an obligation to continue to provide that day off?

There is not an obligation to provide the general holiday off.

9. Can an employee's work schedule be changed from an 8-hour shift to a 12-hour shift?

Yes. The employee would be eligible to receive the Shift Disruption Allowance (#5 a. (iii) of CUPE MOA #2). The employee would not be entitled to overtime for that shift unless they are in an overtime situation as identified in the employee's respective Collective Agreement (#5 c. CUPE MOA #2). It is important to note that the Employer must maintain the employee's EFT, and the change from eight (8) hour shifts to twelve (12) hour shifts will require that the shift schedule be modified to ensure that the employee's EFT has not increased or decreased as a result of the change.

Example 1:

In the last two weeks of a employees posted schedule, the Employee is scheduled to work their normal eight (8) hour shift pattern. If the employer requires a change in those shifts to twelve (12) hour shifts, the employee will receive the shift disruption allowance for each changed shift remaining in the posted schedule and overtime for the additional four (4) hours will not apply.

The next schedule is then posted and all shifts within that shift schedule are twelve (12) hour shifts. The shift disruption allowance will not be paid for the twelve (12) hour shifts within that posted schedule due to the change from an eight (8) hour shift to a twelve (12) hour shift.

Example 2:

If the Employer would require changes to be made in the next posted shift schedule identified in Example 1 above, (e.g. changing the twelve (12) hour shifts to ten (10) hour shifts) the employee would be entitled to the shift disruption allowance for all changes to the schedule that fall within the parameters of #5 of CUPE MOA #2.

- 10. In CUPE MOA #2 #5 f., it states that “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 allowance under paragraph 5 shall not be applicable”. What does this mean and who does it apply to?**

Some CUPE Collective Agreements as well as those agreements being administered by CUPE, may contain language that should the Employer make a change to the employee’s posted schedule without providing seven (7) calendar days’ notice, the employee is entitled to be paid at applicable overtime rates for all work performed in the seven (7) calendar day time frame. Where the Collective Agreement contains such language, and the employee has had their schedules changed without providing the seven (7) days’ notice, the employee would be entitled to either the Shift Disruption Allowance or the Overtime – whichever is greater.

- 11. Why are Home Care staff and Mental Health Proctors unable to get the Shift Disruption Allowance if they are reassigned as stated in CUPE MOA #2 #5 g.?**

Home Care Staff and Mental Health Proctors have specific language within their current Collective Agreements that allows the Employer to make changes to their schedules with as much notice as possible. Daily hours of work may fluctuate but the bi-weekly EFT must be met (RSH for Mental Health Proctors), and the Employer has the right to schedule hours to meet the employee’s EFT within the bi-weekly period (RSH for Mental Health Proctors). As such, if an employee is being reassigned within the Home Care Program, they would not be entitled to the Shift Disruption Allowance.

- 12. If an employee normally works a shift with standby scheduled as part of their rotation, and they are reassigned to a shift that does not require standby, does the employee still receive standby pay?**

No. If the employee is reassigned to an area where there is no standby requirement, the employee would not be paid standby. However, the employee may be eligible to receive the applicable allowances (#5, #6, #7, #8, or #9) of CUPE MOA #2.

13. If an employee normally works a twelve (12) hour day shift and is reassigned or redeployed to an alternate Site or Employer to work an eight (8) hour day shift, is the Employee expected to return to the original site to finish the twelve (12) hour shift?

The employer is required to maintain the employee's EFT. Arrangements should be made for the employee to work a twelve (12) hour shift at the redeployed site or ensure that the additional hours are made up for at the home site.

Scenarios:

Example 1:

An Employee owns an eight (8) hour, straight day position in Home Care but is redeployed to work in a PCH in Outbreak which is further from home than the employee's community area office, but less than forty-nine (49) kilometers, to work an eight (8) hour evening shift:

In this scenario, the employee would be entitled to receive:

1. SDA -\$50
2. Redeployment/Travel Allowance - \$10/day – for the first 7 days of redeployment, increasing by \$30/day after 7 days
3. Redeployed to a PCH in outbreak - \$5/hour for all regular and overtime hours worked

Example 2:

An employee owns an eight (8) hour straight day position on a surgical unit, and is reassigned to a medicine unit that is a Designated Inpatient COVID unit to work a ten (10) hour day shift:

In this scenario, the employee would be entitled to receive:

1. SDA -\$25
2. Working in a Designated COVID Inpatient Unit - \$5/hour for all hours (regular and overtime) worked.

Example 3:

An employee owns an eight (8) hour straight night position on a surgical unit within the WRHA and is redeployed to a PCH that is not in outbreak in Brandon, to work evenings.

In this scenario, the employee would be entitled to receive:

1. SDA -\$50

2. Redeployment/Travel Allowance - \$150/day – for the first 7 days of redeployment, increasing by \$30/day after 7 days

Example 4:

An employee who is scheduled to work a twelve (12) hour day shift in the ICU at HSC is redeployed to St. Boniface General Hospital to work a twelve (12) hour day shift in ICU.

In this scenario, the employee would be entitled to receive:

1. Redeployment/Travel Allowance - \$10/day – for the first 7 days of redeployment, increasing by \$30/day after 7 days
2. ICU Allowance - \$5/hour (regular and overtime) worked

Example 5:

An HCA whose posted schedule includes a shift pattern of eight (8) hour days/nights at the Portage Hospital is reassigned to work at a PCH “in Outbreak” at Vita. The employee is provided over two (2) weeks’ notice that their shift pattern will be changed to a twelve (12) hour day/night shift pattern, and will be expected to work at the PCH in Vita for two (2) weeks. Although the employee is being reassigned within the scope of the Collective Agreement, because the assignment is greater than 50 kilometers away, the employee is considered to be redeployed.

In this scenario, the employee would be entitled to receive:

1. SDA -\$50
2. Redeployment/Travel Allowance - \$150/day – for the first 7 days of redeployment, increasing by \$30/day after 7 days
3. Redeployed to a PCH in outbreak - \$5/hour for all regular and overtime hours worked

Example 6:

An employee who works in the DeSalaberry and District Health Centre for an eight (8) hour day shift is reassigned to work an eight (8) hour day shift at the Repos Jolys (juxtaposed PCH) in Outbreak.

In this scenario, none of the allowances would be applicable.

Example 7:

A Shared Health employee who is geographically located in Winnipeg volunteers to be redeployed to work at a PCH “in Outbreak” in The Pas.

In this scenario, the employee would be entitled to receive:

1. The Northern Redeployment Allowance in accordance with CUPE MOA #2 #10 a.
 - a. \$500.00/77.5 hours; or
 - b. \$250.00/38.75 hours.
2. Travel Expense Reimbursement in accordance with CUPE MOA #2 #10 b.
3. Actual Travel Time Paid in accordance with CUPE MOA #2 #10 c.
4. Redeployment Travel Allowance in accordance with CUPE MOA #2 #10 d. - \$180.00 for each day worked.

Example 8:

A Northern Health Employers Organization employee who works eight (8) hour day shifts at the Flin Flon Hospital, is redeployed to work twelve (12) hour shifts in The Pas Hospital.

In this scenario, and in accordance with CUPE MOA #2 #11, the employee would be entitled to receive:

1. Accommodation will be provided (if requested by the employee);
2. Mileage expenses in accordance with RHA policy for travel within the RHA;
3. Mileage expenses including return airfare to the RHA when residing outside the RHA;
4. The actual cost of individual purchased meals up to the following daily maximum amount of \$60.00 per day;
5. Paid travel time between the home site and another site within the RHA where they are working the additional shift.
6. \$75.00 for each twelve (12) hour shift worked.