

AHS AND UNA JOINT STATEMENT

Re: Responsiveness in a Pandemic Situation

The parties recognize that Pandemic (H1N1) 2009 may place increased demands on the health care system and health care Employees due to both increased absenteeism and increased patient demands.

The stresses on the system may vary according to geographic region and the type of health care services being provided. For example, some non-emergent services may be reduced or deferred during the pandemic while other services such as immunization programs, assessment clinics or critical care areas may face extraordinary pressures very early in the pandemic cycle.

Prevention and Safety

- **Immunization** - One of the best ways to prevent influenza is to get vaccinated. A vaccine for the pandemic H1N1 influenza virus is now available. While all Canadian are eligible to receive the vaccine free of charge, health care workers are identified as a priority group for receiving the vaccination. Further information regarding how to access the vaccine for yourself and your family is available on the AHS web site (www.albertahealthservices.ca). Please help prevent the spread of Pandemic H1N1 2009 by getting vaccinated.
- **Personal Protective Equipment** – It is important that all RNs and RPNs be fit-tested for N95 respirators to enable appropriate respiratory protection when required. If you have not already been fit-tested, please contact your manager and arrange your fit-testing appointment as soon as possible. Fit-testing for N95 respirators is mandatory for all UNA-certified RNs and RPNs. Employees who have not been fit-tested for an N95 respirator or who cannot access an N95 respirator when required will not be able to provide care for confirmed or suspected H1N1 patients. Such Employees may be redeployed to another area. It is important to remember that additional personal protective equipment such as gowns, eye protection and gloves are also required when dealing with confirmed or suspected cases of H1N1

Application of the Collective Agreement During Pandemic H1N1 2009

In the event of a pandemic, it will be necessary for Employers, Unions and Employees to be responsive and may require unusual actions. AHS and UNA agree that in these situations, the terms and conditions of the Collective Agreement apply as follows:

1. **Emergency Provisions** – The fact that we are in a pandemic does not, in itself, mean that we are in an emergency situation. However, a state of emergency within all or some of the services provided by AHS may exist in advance of the situation being declared a public health emergency by the Medical Officer of Health under the Public Health Act. Some areas of the Collective Agreement deal specifically with emergent situations such as:
 - Employees may be redeployed to work in a site other than their home site in emergency circumstances.
 - Employees cannot refuse to work mandatory overtime in an emergency. This does not override the legislative requirement for an Employee to refuse to work if they believe that doing so creates an imminent danger for themselves, colleagues or patients. Notwithstanding this, if an Employee has unique circumstances that restrict his or her ability to work additional hours, they should discuss this with their manager.
 - During an emergency, the Employer may post schedules that do not comply with the collective agreement scheduling provisions. For example the schedule may not provide for 15 ½ hours off between shifts or may not have two consecutive days of rest or half of the weekends off. When the employer amends the schedule in an emergency and the collective

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agreement requirements are not met, the penalty provisions of payment at 2X the Employee's Basic Rate of Pay will apply. **However, it is important to note that Employees cannot be asked or permitted to work more than 16 consecutive hours and will still need to have days of rest.**

- In an emergency, vacations may be cancelled. The 2x penalty will be paid for time worked during the cancelled vacation, all non-refundable costs will be reimbursed and the vacation will need to be rescheduled to a later date.

Invoking any of these emergency provisions will not be taken lightly. The Employer is required to evaluate the situation and ensure that all reasonable options are exercised prior to utilizing these provisions. **AHS will notify UNA when emergency provisions of the Collective Agreement are activated.** This will facilitate consistent advice to Managers and Employees and enable proactive identification of potential issues. In the event that an Employee has concerns regarding the application of emergency provisions, the general rule is to "work now, grieve later". The one exception to this is the requirement to refuse to work in an unsafe situation that poses an imminent danger.

2. **Expedited Hiring** – In the event that it becomes necessary to utilize volunteers or external human resources to perform clinical roles (provided that they are appropriately qualified and licensed) or support roles to free up time of clinical providers, such individuals will be hired as Casual, Temporary or Regular Employees. As Employees, the terms and conditions of the Collective Agreement, including WCB, sick leave, STD and LTD shall apply. If circumstances are such that the individual needs to be hired urgently to respond to pandemic staffing needs, and the ten day posting requirement cannot be met, the appointment will be made on a temporary or casual basis. In the event that an individual is currently working for another Employer, AHS may make arrangements with that Employer for the external employee to be assigned to AHS during the pandemic (e.g. Military or Federal Government RNs). In these cases the individual may either remain an employee of their original employer or may be hired as a Casual Employee by AHS.
3. **Scheduling Changes** - Notwithstanding that the parties have a difference in the interpretation of Article 7.04 regarding the Employer's ability to change an Employee's schedule, it is understood that the Employer may need to change schedules to meet staffing needs during a pandemic. In the event that a change of schedule is made with less than 14 days notice, Employees are entitled to short notice shift change penalties as outlined in the collective agreement.
4. **Overtime** – Even during a pandemic, over time will be paid in the following situations:
 - hours worked in excess of an Employee's regularly scheduled daily hours of work. This would apply in the event that it is necessary to move an area from a 7 ¾ hour work day to an extended shift, without a mutual agreement to implement the extended work day provisions.
 - hours worked on a designated day of rest (unless a part-time Employees agrees to move their designated day of rest to another unscheduled day).
 - Casual Employees will also be paid overtime for hours worked in excess of 147.25 hours averaged over a four week period.
5. **Education** – It is understood that Employees may be asked or required to participate in in-services or education in order to maximize preparedness to respond in a pandemic in order to enable Employees to work in areas where they are not normally assigned or to perform tasks that they do not normally perform. To the greatest extent possible, such education will be provided during regular working hours and in advance of redeployment to another area or a requirement to

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perform a new task. Where an Employee participates in an in-service or educational course related to pandemic staffing, the provisions of Article 35: Professional Development, Article 7: Hours of Work and Scheduling, Article 37: Extended Work Day Provisions and Article 8: Overtime shall apply as appropriate. In accordance with Article 44.05(d), such education may be offered at a site other than the Employee's home site.

6. **Vacations** – It is understood that the ability of the Employer to grant vacations may be impacted by a pandemic. Previously granted vacations will only be cancelled in the event of an emergency and Article 17.03(g) shall apply. If this occurs, Employees will be paid 2X for time worked during the period of cancelled vacation and will be reimbursed for all non-refundable costs.
7. **Employee Mobility** – It is understood that the Employer retains the right to temporarily assign or “float” Employees to other units within their home site to meet operational requirements. The parties agree that the pandemic may cause emergency circumstances for purposes of Employee mobility. In this case, Employees may be assigned to work at sites other than their normal site(s) in accordance with Article 44.05(e). In addition, due to increased patient demand resulting from the pandemic, the Employer may seek volunteers for reassignment to another site in order to augment staffing.
8. **Timelines** – The Collective Agreement contains in a number of areas such as the grievance process and discipline provisions. It is understood that during the pandemic it may be difficult for both parties to meet the specified timelines. As a result, the parties have agreed that if the timelines are missed due to a staffing situation related to the pandemic, these timelines will be mutually waived. This agreement will be reviewed every two weeks by the parties at the provincial level.
9. **Income Continuance** – Provisions of the collective agreement and legislation related to income continuance apply during a pandemic. Employees absent from work due to H1N1 will be eligible for sick leave, short term disability, long term disability or Employment Insurance as applicable. Employees absent due to H1N1 resulting from a work-related exposure will be eligible for WCB. For purposes of the Pandemic H1N1 (2009), AHS and UNA have agreed to waive the 14-day waiting period that normally applies when an individual is accessing short term disability and does not have sufficient sick leave to cover the 14 days.
10. **Leaves of Absence** – The ability of the Employer to grant discretionary leaves of absence may be impacted by a pandemic. Leave requests from Employees in areas that have been identified as potentially being significantly impacted (e.g. ICU, public health, community health, Emergency) may be denied. Employees already on a leave of absence can work as casual employees during the leave and may be contacted and asked to work. However, Employees on leaves of absences cannot be required to work during a leave that has already been approved.
11. **Employee Absences Related to H1N1** – Employees are expected to report to work as scheduled unless they are symptomatic. In the event that an employee calls in sick with H1N1-type symptoms, they will be asked if they are experiencing influenza like symptoms and, if so, asked to contact OH&S in order to obtain assistance in accessing an anti-viral medication in order to shorten the length of the absence. Employees who are symptomatic will be eligible for the applicable income continuance benefit for H1N1 absences, regardless of whether they have been immunized or access anti-viral medication. Employees cannot be required to be immunized nor to accept anti-viral medication and will not be disciplined for refusing to do so. However, both AHS and UNA urge Employees to be immunized for H1N1 and to access anti-viral medication if appropriate.

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12. **Outbreak Situation** – An outbreak occurs when a specific unit or site has been officially declared by a zone medical officer of health to be in an outbreak situation, If a specific unit or site is officially declared to be in an outbreak situation, employees who have not been immunized at least 14 days prior to the outbreak will be offered immunization and/or anti-viral medication as appropriate. Employees who refuse immunization or anti-viral medication may not work in the outbreak area and will not be eligible for sick leave, STD or WCB as they are not symptomatic. In these situations, we would attempt to redeploy them into a non-outbreak area, however, they may have to wait 96 hours before doing so in order to ensure that they do not develop H1N1. During this time, they could access vacation, lieu time, or we can try and change the schedule to ensure that they are not without income for this period. In the event that the Employee becomes symptomatic during this 96 hours, the Employee will be eligible for sick leave, disability or WCB benefits as applicable. Note: If a *bona fide* reason exists for declining vaccination, (for example, allergy) the above guidelines may not apply - managers and Employers should discuss the situation with Human Resources and the Union.

General

1. **Personal Preparedness** – AHS and UNA encourage Employees to be immunized, participate in education regarding personal protective equipment, including fit-testing and, where possible, make arrangements for child care or elder care in the event that normal care arrangements such as school or day care become unavailable due to the pandemic. As it is likely that Employees will be required to work additional hours during the pandemic, Employees are encouraged to make arrangements for additional child care and other personal arrangements. If an Employee is unable to make these arrangements, they are encouraged to speak to their manager in advance.
2. **Ongoing Communications** – In the event that circumstances not contemplated in this Joint Statement arise due to the pandemic, the parties agree to ongoing communication and mutual efforts to protect Employees and provide health care services.