

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

GOOD NEIGHBOUR AGREEMENT

A Good Neighbour Agreement will provide for the initiation of a planned response to an emergency without undue delays and restrictions and will assist in ensuring the health, safety and security of the people of Newfoundland and Labrador is maintained.

The Unions and the Employers have worked together to develop the following guiding principles which govern this agreement.

This Agreement will be invoked by the Employer when a major disruption to its service exists as a result of the H1N1 pandemic or an emergency related to the H1N1 pandemic is declared in accordance with the *Emergency Services Act*, and will end when the emergency or major disruption is declared over. The employer will provide the union with a written notification of the start date, and end date, of implementing this agreement along with details of the work sites affected.

GUIDING PRINCIPLES

1. **Alternate Schedules**

Employees may be required to work alternate schedules and overtime for which they will be compensated as per their Collective Agreement.

2. **Assignment of Duties**

Employees may be required 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. While employee consent is required for such an assignment such assignments will not be unreasonably refused. Employers 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.

3. **Compensation and Illness**

Employees who are ill and unable to attend work will be compensated as per their Collective Agreement. Employees employed in a facility or location affected by this Agreement who are ill and unable to attend work due to influenza-like illness will access their paid sick leave entitlement and not be required to provide medical documentation for one period of up to seven days. This exemption from the provision of medical documentation will apply to one period of illness for influenza-like illness of up to a maximum of seven days and will be over and above the number of days when documentation is not required under the current provisions of the applicable collective agreement. This period of sick leave will not be applied to any attendance management policy of the employer. Employees are required to report their illness as per the reporting policy of their employer. Temporary employees who are not working a schedule and who are required to report for work prior to accessing sick leave will be permitted to access annual leave or time owed for one period of influenza-like illness up to a maximum of seven days during the implementation period of this agreement.

On a case by case basis, employers will re-consider the requirement for medical documentation retroactive to October 26, 2009 to the date of invoking this agreement.

4. **Redeployment of Staff**

Employees may be redeployed as demand dictates on a voluntary basis, and/or in accordance with the terms of their collective agreement. While employee consent is required for such an assignment such assignments will not be unreasonably refused. If travel and accommodation are required employees will be reimbursed in accordance with their collective agreements.

5. **Seniority**

Employees with a casual, 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.

6. **Waiver of Time Limits**

For the duration of the implementation of this agreement the time limits for the submission and processing of grievances are waived.

7. **Workers' Compensation Benefits**

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

It is recognized that there will be unique situations that the above principles do not address. These issues should be directed to the Coordinating Committee which will consist of representatives of the parties to this Agreement. Union and Management will identify contact persons in each region who may advise the Committee on local issues.