



GOOD NEIGHBOUR PROTOCOL

GUIDING PRINCIPLES:

The purpose of this protocol is to facilitate the sharing of human resources among various jurisdictions in the event of an emergency arising from events such as a pandemic or a natural disaster. The parties to this protocol recognize that many emergencies may exceed the capabilities of a particular jurisdiction, be that jurisdiction within or outside of the Province of Nova Scotia. The parties further recognize that there will be emergencies that require immediate action in order to allow a prompt and effective response.

The parties further recognize that participants in an emergency response require certain information and facts to be known and understood in order to permit full attention to the emergency at hand.

The parties agree that in formulating this agreement, the health, safety, and well being of the victims of the emergency and of those responding to assist are fundamental.

In response to the foregoing, the parties have agreed to the following:

1. Declaration of a pandemic or emergency event

An event will be determined by the Province of Nova Scotia as an emergency or a pandemic event, by a specifically designated and authorized representative of the Province. This does not include a situation arising from a labour dispute.

2. Employee participation—away from their usual employer

Employees participating in a role outside of the jurisdiction of their usual employer in an "event" recognized and designated as an emergency or pandemic will do so by agreeing to provide their services.

Such participation is contingent on the employee receiving specific approval from their usual employer.

In such a situation the Province will ensure that the employee's union(s) and the union(s) at the receiving jurisdiction are advised in a timely manner.

3. Compensation while participating

All time in participation as an employee will be considered time worked.

There will be no financial loss or out-of-pocket expense to a participating employee.

The regular provisions of the usual employment relationship will apply to matters of basic compensation (i.e., pay, benefit accrual and pension, travel and accommodation, etc.).

Matters pertaining to scheduling hours of work and assignment of duties will be determined under the terms and conditions applicable at the host employer, including the compensation provisions of a collective agreement if applicable.

4. Isolation—Quarantine

A participating employee subsequently required to be isolated under a "required isolation" will have such time considered as at work and will suffer no loss of regular earnings or benefits for the period of the isolation.

5. Role and duties

Participating employees may be required to carry out duties and responsibilities not normally considered as core duties and responsibilities falling within the scope of their regular positions.

In no case will an employee be required or expected to perform any duties that the employee considers to exceed their scope of expertise, scope of licence or certification.

Employees will inform or declare to the employer any limitations in the performance of duties.

6. Volunteers

All persons not employed by an employer who subsequently volunteer to participate in the employer's event will be provided with supervision by the employer. Persons considered as volunteers will be deemed to be temporary employees—non compensated and will be directed by the employer.

7. Assistance from out of province—ability

Where a public health emergency in Nova Scotia requires the Province to request assistance from another province or territory, health-care and emergency employees from another province or territory may provide services to assist in the health care emergency in Nova Scotia regardless of a provision in a collective agreement that limits the assignment or work to members of the union.

In such a situation the Province will ensure that the union(s) present at the affected workplace are advised in a timely manner.

8. Assistance from out of province—pay

Health-care or other emergency workers from another province or territory providing services in Nova Scotia in a public health emergency will continue to be employed by their employer and to receive their wages and benefits from their employer but will provide services under the terms and conditions of employment respecting hours of work, scheduling, and performance of duties that apply under the applicable collective agreements in Nova Scotia.

9. Workers' Compensation

Employees participating in a role outside of the jurisdiction of their usual employer under the Good Neighbour Protocol will continue to be covered, through their usual employer, by the provisions of the Workers' Compensation Board of Nova Scotia.

10. Personal protective equipment

Personal protective equipment will be made available and utilized by employees participating in an event.

Employees will be instructed in the proper use of personal protective equipment.

11. Emergency coordinating committee

In the event of a declared emergency or pandemic, the parties agree to constitute a coordinating committee to assist in the administration/implementation of the principles reflected in this document.

The committee may meet or collaborate through other communication means.


The committee and its membership will be reflected in the provincial and DHA emergency planning documents.



The Honourable Darrell Dexter
Premier of Nova Scotia

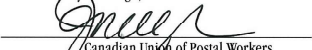

The Honourable Maureen MacDonald
Minister of Health
Minister of Health Promotion and Protection


Nova Scotia Government and General Employees Union
Joan Jessome, President


Canadian Union of Public Employees
Danny Cunningham, President of CUPE Nova Scotia

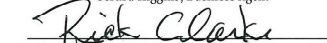

Nova Scotia Nurses Union
Janet Haggdon, President


Canadian Auto Workers Union
Susan Burrows, National Representative


Canadian Union of Postal Workers
Jeff Callaghan, National Director, Atlantic Region


Service Employees International Union Local 902
Gerard Higgins, Business Agent


International Union of Operating Engineers Local 727
Dwayne Fitzgerald, President


Nova Scotia Federation of Labour
Rick Clarke, President

Dated this 27 day of October, 2009