

THE MANITOBA NURSES UNION,

(the “Union”),

-and-

SHARED HEALTH INC.,

(the “Employing Authority”),

MEMORANDUM OF AGREEMENT

WHEREAS the COVID-19 pandemic has placed unprecedented stressors on the health care system in the Province of Manitoba and around the world;

AND WHEREAS THE EMPLOYING AUTHORITY leads the planning and coordinates the integration of patient-centred clinical and preventive health services across Manitoba including with respect to the COVID-19 pandemic;

AND WHEREAS THE UNION represents approximately 3,325 nurses employed by the Employing Authority (the “Nurses”);

AND WHEREAS THE EMPLOYING AUTHORITY AND THE UNION agree that protecting the health and safety of Nurses and patients for whom they care is of utmost importance;

AND WHEREAS THE EMPLOYING AUTHORITY continues to closely monitor the scientific evidence and literature regarding the transmission of COVID-19 and has developed its PPE standards and requirements based on the scientific evidence and literature and recommendations from the World Health Organization and the Public Health Agency of Canada;

AND WHEREAS THE EMPLOYING AUTHORITY takes very seriously its legal obligation, so far as is reasonably practicable, to take all precautions necessary to protect the safety and health of Nurses, and that this requires reasonable steps to be taken to reduce risks to all staff including Nurses before scientific certainty occurs relating to the transmission of COVID-19 (“the Precautionary Principle”);

AND WHEREAS THE EMPLOYING AUTHORITY recognizes its legal obligation to advise all staff, including Nurses of known or reasonably foreseeable risks to their safety and health relating to COVID-19;

AND WHEREAS THE EMPLOYING AUTHORITY has determined standards for Personal Protective Equipment (“PPE”) relating to COVID-19 for its Nurses and as requirements for other health care employers in the Province of Manitoba to follow;

AND WHEREAS THE UNION filed the following grievances through its Local 10:

- (a) 2020-140 on or about [REDACTED], which was subsequently amended on or about [REDACTED] (incorrectly listed as 2020-142), which is a policy grievance on behalf of all Nurses regarding policies and procedures being followed by the Employing Authority in relation to accommodations and PPE being used in connection with health services provided during the COVID-19 pandemic;
- (b) 2020-076 on or about [REDACTED], which was subsequently amended on [REDACTED] [REDACTED], as a policy grievance on behalf of all Nurses (1) required to collect Nasopharyngeal Swabs from any patients identified for COVID-19 testing or potential/possible COVID-19 patients; (2) all Nurses providing care to suspected or confirmed COVID-19 patients and other Nurses who, based on a point of care risk assessment and the exercise of their professional judgment, believe that a N95 respirator is needed; and (3) all Nurses who are being asked to reuse surgical masks or N95 respirators;
- (c) 2020-159 on or about [REDACTED] on behalf of [REDACTED];
- (d) 2020-115 on or about [REDACTED] on behalf of [REDACTED];
- (e) 2020-118 on or about [REDACTED] on behalf of [REDACTED];
- (f) 2020-121 on or about [REDACTED] on behalf of [REDACTED];

- (g) 2020-122 on or about [REDACTED] on behalf of [REDACTED];
- (h) 2020-130 on or about [REDACTED] on behalf of [REDACTED];
- (i) 2020-132 on or about [REDACTED] on behalf of [REDACTED]; and
- (j) 2020-193 on or about [REDACTED] on behalf of [REDACTED], whose grievance the parties have agreed will be resolved in accordance with this Memorandum of Agreement (MOA) notwithstanding that she is employed by a different employer.

(Collectively referred to as the "Grievances")

AND WHEREAS THE UNION referred the Grievances to arbitration and the parties scheduled a virtual hearing before Arbitrator Arne Peltz for June 8-10, 2020;

AND WHEREAS THE PARTIES agreed to put a series of questions for determination before Arbitrator Peltz to address the issues raised in the Grievances (the "Issues to be Determined");

AND WHEREAS THE UNION has filed grievances pertaining to the same issues as in 2020-076 and 2020-142 with other employers in the Province;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Governance

- (a) In accordance with the collective agreement obligation on the parties to work together to recognize and resolve occupational health and safety issues, a joint committee will be established to address the appropriate and effective utilization of PPE by Nurses in the Province during the COVID-19 pandemic (the "PPE Committee").

- (b) The composition of the PPE Committee will be as follows:
- (i) There will be even representation of management and Union participants;
 - (ii) Management representation will include the following representatives with the Employing Authority reserving the right to change its representatives should it see fit to do so:
 - 1. Lanette Siragusa;
 - 2. Carol Ohryn;
 - 3. Dr. Allen Kraut;
 - 4. Dr. Duane Funk;
 - 5. Aaron Nelson; and
 - 6. Beth Beaupre.
 - (iii) Union representatives will include the following with the Union reserving the right to change its representatives should it see fit to do so:
 - 1. Darlene Jackson;
 - 2. Tom Henderson;
 - 3. Marla Johal;
 - 4. Lana Penner;
 - 5. Mike Sutherland;
 - 6. Val Wotton.
 - (iv) There will be two co-chairpersons – one chosen by the management representatives on the PPE Committee, and the other chosen by the Union

representatives on the PPE Committee – who will alternate in serving as chairperson at meetings of the PPE Committee and will participate in all decisions of the PPE Committee unless not reasonably available, in which case an alternative interim chairperson shall be appointed by the relevant representatives.

- (c) The Precautionary Principle and the need for stewardship and conservation of PPE shall be considered by and inform the work of the PPE Committee.
- (d) The mandate of the PPE Committee will be as follows:
 - (i) Consult developing scientific evidence with respect to: the transmission of COVID-19; the health risks it poses to Nurses including Nurses with underlying medical conditions, Nurses who are pregnant, and older (65+) Nurses; and consider the efficacy of various forms of PPE at preventing and/or minimizing the spread of COVID-19 amongst Nurses and patients under their care;
 - (ii) Consider the accessibility and utilization of new and emerging PPE technology by Nurses in the Province including but not limited to procedures for sterilizing/reusing N95 respirators, extended use of N95 respirators, the silicone Petropolis mask, and use of industrial N95 to N100 respirators and sterilization/cleaning options.
 - (iii) Monitor and assess the available supply of PPE on an ongoing basis as well as explore all reasonably available avenues to obtain and maintain a sufficient supply of PPE in the Province. This will include purchasing efforts and alternative supply sources for PPE, and availability of local vendors for supplies.
 - (iv) Make recommendations to the Health Senior Leadership Council (HSLC) with respect to PPE guidelines and best practices for Nurses providing care

to negative, suspected, or confirmed COVID-19 patients, and Nurses conducting nasopharyngeal swab tests.

- (v) Discuss and make recommendations with respect to contingency plans to ensure the safety of Nurses when the supply of PPE in the Province is anticipated to last for only 30 days (i.e. a shortage) or where utilization rates indicate that a shortage will occur.
 - (vi) Without identifying a nurse without their consent, discuss the circumstances of Nurses who test positive for COVID-19 anywhere in the province of Manitoba, in order to understand possible reasons for their exposure including the adequacy of PPE the Nurse was utilizing when exposed, and make recommendations for any related changes to PPE guidelines.
 - (vii) Discuss engineering and administrative controls and other measures available to be utilized in order to assist in conserving the use of PPE, including conservation of N95s or higher PPE.
 - (viii) Discuss and make recommendations about PPE guidelines relating to extended use or reuse of surgical/procedure masks.
 - (ix) Discuss and make recommendations about stockpiling PPE for a future pandemic, and refreshing the stockpile so it does not expire.
 - (x) Any other issue agreed to be considered by the PPE Committee.
- (e) The PPE Committee terms of reference are attached as Appendix "A" to this Memorandum of Agreement.

Employing Authority obligations relating to Governance and PPE Guidelines

2. The Employing Authority agrees to provide the PPE Committee with all information and documentation reasonably necessary for it to fulfill its mandate in an expeditious manner, and on at least a bi-weekly basis in advance of PPE committee meetings. This includes making immediate disclosure to the PPE Committee and the Union should any Nurse in the Province of Manitoba test positive for COVID-19 (without identifying the Nurse personally without their consent), and providing disclosure of information required by paragraph 1(d)(vi) as it becomes available.
3. The PPE Committee can make recommendations on areas within its mandate. Ultimately, all final decisions on issues within the PPE Committee's mandate shall be made by the Employing Authority and nothing in this Memorandum of Agreement is intended to abridge the Employing Authority's management rights. However, in the event the PPE Committee cannot reach agreement on a recommendation or the Employing Authority fails to implement a recommendation that is made by the PPE Committee, the parties agree that the Union shall be entitled to directly refer such matters to Arbitrator Peltz for a determination.
4. The parties agree that PPE Committee members who are Nurses employed by the Employing Authority, other than Nurses on a leave from their position for Union or local Union business, are entitled to compensation for committee duties in accordance with *The Workplace Safety and Health Act* requirements for workplace safety and health committee members. Should the Union appoint an employed Nurse to the PPE Committee, the Employing Authority will grant necessary time off or provide compensation with basic or premium pay for their time spent on PPE Committee duties. In the case of any Nurse employed by the Employing Authority, the Nurse shall be given a release from work for all time spent on PPE Committee duties, and such time will be considered work and shall be paid at the Nurse's regular or premium rate of pay, as applicable. The Employing Authority shall not charge the Union or any local of the Union for replacement costs (straight time or overtime costs) relating to a Nurse's time spent

on PPE Committee duties. For clarity, the Employing Authority shall not be responsible to compensate, in any form, Union representatives employed by the MNU or employed Nurses on leave from their employment while holding Union office.

[REDACTED]

6. The Employing Authority agrees that in all future situations during the COVID-19 pandemic where it intends to seek an exemption from the Director of Workplace Safety and Health pursuant to the *Workplace Safety and Health Act* and Regulations that impacts Nurses, the Employing Authority shall contemporaneously copy the Union on the request for an exemption and materials filed with the Director as required by the Act and Regulations and correspondence related to the exemption request. The Employing Authority agrees to request other employers of Nurses to do the same.

7. The parties agree that the PPE Committee should be established as soon as reasonably possible, and with the first meeting being scheduled within 2 weeks from the signing of this MOA. The PPE Committee will regularly meet every two weeks, and more frequently if requested by a co-chairperson.

8. The parties also agree that in the interim, discussions shall continue to occur between the Union and the Employing Authority on matters falling within the PPE Committee's mandate.
9. Recommendations to the Employing Authority may be made by the PPE Committee, or by a co-chairperson of the Committee. The Employing Authority shall provide its response to any recommendations as soon as practicable and no later than 14 calendar days from receiving the recommendation, which response shall comply with the requirements of s. 41.1(3) of *The Workplace Safety and Health Act*. In the event a response is not provided within this timeline, the Employing Authority shall be deemed to have rejected the recommendation.
10. The Employing Authority shall provide necessary administrative support to the PPE Committee (i.e. distributing the agenda, taking minutes etc.).
11. The Employing Authority agrees that it will provide as much advance notice to the PPE Committee and the Union as reasonably possible before any decision is made to distribute the Petropolis mask to Nurses for use in the workplace, or before any decision is made to sterilize and redistribute used N95 respirators or surgical masks. Should the Employing Authority determine to use an Industrial N95 to N100 respirator that is of lower grade than a medical N95, advance notice will also be provided to the PPE Committee and the Union.
12. The parties will work together on their shared goal of increasing the number of procedure masks provided to a Nurse per shift, in a manner that balances a Nurse's need to safely perform duties with the need to ensure adequate ongoing supply of procedure masks during the pandemic. As the first step, the Employing Authority shall ensure that all Nurses are provided at least 2 procedure masks per 8-hour shift (or 3 per 12-hour shift). Going forward, the number of procedure masks per shift will be referred to the PPE Committee to review and make recommendations to the Employing Authority, based on

supply, with the goal of increasing the number of masks in stages to 3 then 4 per 8 hour shift (with the PPE Committee recommending adjustments for 12 hour shifts.)

13. A Nurse has the right to request an additional procedure mask should the mask become moist or soiled. A Nurse also has the right to be provided an additional procedure mask upon request, based on the Nurse's professional judgment when conducting a Point of Care Risk Assessment. Such additional mask shall not be unreasonably withheld.

14. Accommodation Procedure and Guidelines

(a) The Employing Authority will issue a memorandum ("COVID-19 – Information for Health Care Workers with Underlying Medical Conditions (Updated July 6, 2020)" - attached as "Appendix B" to this Memorandum of Agreement) relating to the process of accommodation requests during the COVID-19 pandemic to ensure there is clarity in the process. The parties agree and acknowledge that nothing in these guidelines are intended to change or limit the parties' respective rights at law as it relates to the duty to accommodate.

(b) The Employing Authority agrees to notify the Union about any future accommodation requests received from the Union's members related to the COVID-19 pandemic. Notice shall be sent to the local Union President at the relevant work site, copied to the Union's Labour Relations Officer assigned to that work site. Whether the MNU is involved in the process or is made aware of the details leading to the accommodation request is a matter to be determined between the Nurse and the Union.

(c) The Employing Authority agrees to include the Union on any and all individual accommodation matters involving its members, with the member's consent.

(d) The Employing Authority agrees to rescind the following documents and remove them and any links to them from its website:

- (i) April 18, 2020 memo to all Health Care Workers regarding “COVID-19 – Authority of OESH & IP&C Leads in Determination of staff exemptions and PPE requirements”;
 - (ii) April 22, 2020 memo to all Health Care Workers regarding “COVID-19 – Information for Health Care Workers with Underlying Medical Conditions and Potential Risk Factors for Severe COVID-19”; and
 - (iii) the associated document entitled “Guidance for Staff and Primary Care Providers Related to Health Care Workers with Underlying Medical Conditions and Potential Risk Factors for Severe COVID-19”.
- (e) The Employing Authority agrees to take all necessary steps to advise Primary Care Providers that the document “Guidance for Staff and Primary Care Providers Related to Health Care Workers with Underlying Medical Conditions and Potential Risk Factors for Severe COVID-19” has been rescinded and that Primary Care Providers are not restrained in the restrictions they can recommend on behalf of their patients.
- (f) The Employing Authority agrees to issue the following document and post it on its website:
- (i) “COVID-19 – Information for Health Care Workers with Underlying Medical Conditions (Updated July 6, 2020)” – attached as Appendix “B” to this Memorandum of Agreement;
- (g) The Employing Authority agrees that it has an obligation under *The Workplace Safety and Health Act* and Regulations to inform Nurses of known or reasonably foreseeable risks posed by COVID-19 to older Nurses (65 +), Nurses who are pregnant, and Nurses who have underlying medical conditions that place them at greater risk relating to COVID-19 (collectively, “higher risk Nurses.”)

- (h) The Employing Authority agrees that where a medical note (outlining the general nature of the condition, restrictions and accommodation requested) supports a request by the Nurse, all reasonably practicable steps will be taken to minimize the exposure of higher risk Nurses to COVID-19, including providing a higher level of PPE (such as a N95 or equivalent PPE) or temporarily reassigning such Nurses to perform alternate duties with lower risk or no risk of exposure to COVID-19. Where a Nurse will be temporarily reassigned, wherever possible reasonable steps will be taken to minimize disruption to the Nurse's schedule, travel to work etc..
- (i) The Employing Authority agrees as follows where a higher risk Nurse requests accommodation related to COVID-19:
 - (i) In the case of a higher risk Nurse with an underlying medical condition, where the medical note provided by the Nurse identifies the general nature of a condition that carries higher risk related to COVID-19 in accordance with the risk factors identified by the Employing Authority in accordance with paragraph 14(g) herein, the Employing Authority agrees that the Nurse should not normally be requested to provide additional medical information in support of the accommodation request. Should the Employing Authority determine that additional medical information is reasonably necessary to identify the need for an accommodation or the details of the accommodation, the Employing Authority shall advise the Nurse in writing of the further medical information sought and the reason why it is sought.
 - (ii) In the case of a Nurse who is a higher risk Nurse based on age (65+), no medical information is required to be provided by the Nurse to support a request for an accommodation, unless the request for accommodation is also based on an underlying medical condition together with age.

- (iii) In the case of a Nurse who is a higher risk Nurse based on pregnancy, no medical information is required to be provided by the Nurse to support a request for an accommodation, other than the confirmation of pregnancy.
- (j) Where the Employing Authority reasonably seeks additional medical information in support of a request for accommodation in accordance with this MOA, the accommodation requested by the Nurse based on the restrictions identified by the Nurse's Primary Care Provider shall be considered on an interim basis and in light of the Precautionary Principle, pending receipt of the further medical information. The Employing Authority, Union and Nurse may also, at any time, discuss and agree upon other interim accommodation measures. The Nurse in receipt of a reasonable request for additional medical information is required to make every reasonable effort to request and facilitate timely production of the additional medical information from their Primary Care Provider.
- (k) The Employing Authority acknowledges it has the obligation to accommodate Nurses to the point of undue hardship and the parties agree that this obligation is shared between the Employing Authority, the Union and the Nurse involved. However, to be clear, the parties agree that in agreeing to this Memorandum of Agreement, neither are waiving any rights they may have at law to argue the merits of any particular accommodation effort that is made in the future.

Individual Accommodation Grievances

- 15. The parties agree that Arbitrator Peltz has jurisdiction to determine the grievances of [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED] ("the Individual Grievors").
- 16. The Union reserves the right to request hearing dates with Arbitrator Peltz for any of the Individual Grievors should the parties be unable to reach settlement of any of those grievances. The Union and the Employing Authority agree that any such grievance should

be scheduled for arbitration expeditiously and will make all reasonable efforts to facilitate a timely hearing.

17. The parties agree that terms of settlement of any Individual Grievor's grievance will be subject to usual confidentiality obligations. Confidentiality does not apply to any future restrictions agreed to be implemented in the workplace.

Joint Statement of Principles Relating to PPE

18. The parties agree to issue the Joint Statement related to COVID-19 and PPE attached as Appendix C to this Memorandum.
19. The parties recognize that where the Joint Statement provides that a N95 respirator will be made available to a Nurse treating a suspect or confirmed COVID-19 patient, this means that a N95 respirator will automatically be provided upon request of the Nurse. As each site and unit within each site can be unique, each will develop their own protocol to ensure reasonable access is provided.
20. The Employing Authority agrees to forthwith amend its PPE guidelines and any necessarily related documentation to reflect the standards for PPE set out in the Joint Statement and this Memorandum.
21. The Union understands and agrees that when reference is made to the provision of N95s, such provision is to be made on an extended use basis (generally speaking, 1 per shift). Guidelines relating to the extended use of masks can be found in the Employing Authority's guidelines entitled "COVID-19 Personal Protective Equipment – Supply Management and Stewardship Planning Guidance Framework" and "Provincial Requirements for Personal Protective Equipment". It is understood that extended use of N95s is a circumstance related to the COVID-19 pandemic and related supply issues, and that return to normal infection control procedures relating to N95s is to be expected when supply permits and/or when the pandemic has ended.

22. The Union acknowledges that the Employing Authority will be monitoring the usage of N95 respirators further to the Joint Statement. The Employing Authority agrees to provide the Union with regular updates about usage rates, and to identify any trends in usage that cause the Employing Authority concern.
23. The parties agree that the PPE standards agreed to in the Joint Statement are without prejudice to the right of either party to take a different position in the future on appropriate and necessary PPE standards relating to COVID-19. For the sake of clarity, the parties' agreement, Joint Statement and revised guidelines that will result shall not be used in any future dispute against one another. The parties agree that, where circumstances reasonably allow, a party will provide advance notice to the other party and the PPE Committee of an intended change in position on PPE standards and request a meeting to discuss the issue in good faith in an attempt to reach agreement before changing its position. The Union recognizes that the Employing Authority has the management right to change its position on necessary and appropriate PPE standards. In the event the Union disagrees with a decision of the Employing Authority to change its position on necessary and appropriate PPE standards, it may refer its disagreement directly to Arbitrator Peltz for determination. The Employing Authority shall not be precluded from changing its position while the matter is being referred to Arbitrator Peltz and while the parties await a decision.
24. The parties agree that the standards for PPE set out in the Joint Statement are without prejudice to the right of either party to amend its position on appropriate PPE standards in the future. The parties further acknowledge that the standards for PPE in the Joint Statement do not represent their agreement at this time on the science related to transmission of COVID-19, and PPE standards that relate to the science.

Miscellaneous

25. The Employing Authority shall make every reasonable effort to ensure that the standards set out in this MOA and Appendices are communicated to managers throughout

worksites. This includes, but is not limited to, Nurses being entitled to receive appropriate PPE based on their request at the point of care risk assessment. The Employing Authority shall also ensure that agreement in this MOA respecting accommodations are communicated to the Occupational and Environmental Safety and Health staff.

26. The Employing Authority agrees to communicate a public message to its staff including Nurses that global supply issues relating to PPE have created a shortage that necessitates Manitoba, like other Canadian jurisdictions, adopting PPE standards that account for the need for conservation and stewardship in PPE in order to ensure adequate supply during the pandemic. The Employing Authority will not make public statements that otherwise contradict this message. MNU agrees to make reasonable efforts to support this message of conservation and stewardship publicly and with its members, insofar as it is satisfied that current information about supply continues to support the need for conservation and stewardship, and at levels set out in PPE Guidelines.
27. The parties' obligations in this MOA and in the Appendices attached hereto are enforceable. Either party may submit directly to Arbitrator Peltz an issue for determination relating to an allegation that the other party has not fulfilled its obligations herein.
28. Where any issue under this MOA and the Appendices attached hereto is the subject of a direct referral to Arbitrator Peltz for determination, it does not require a grievance to be filed. The parties recognize the need for an expeditious determination of any such issue referred to Arbitrator Peltz, and agree to take all necessary steps to have the grievance heard in as expeditious a timeline as possible (i.e. within 30 days or less). In the event that Arbitrator Peltz's availability does not permit him to hear the issue in this timeline, the parties agree to make reasonable inquiries of other arbitrators and to agree upon another arbitrator with the necessary availability to hear the issue expeditiously (i.e. within 30 days or less).

29. In consideration of the terms and conditions of this Memorandum, Grievances 2020-076 and 2020-140 and the Issues to be Determined are hereby fully and finally resolved.
30. In the event of a dispute between the Union and another health care employer not party to this MOA about applying the standards set out in this MOA and Appendices within that workplace, the Employing Authority shall make every reasonable effort to have the health care employer abide by the standards set out in this MOA. The Employing Authority shall also make every reasonable effort to promote settlement of similar grievances to 2020-076 and 2020-140 filed with other health care employers on the same terms as this MOA and Appendices.
31. This Memorandum is made on a without prejudice and without precedent basis and may only be referred to in relation to the enforcement hereof.

All of this is agreed to in the City of Winnipeg, in the Province of Manitoba, this 10th day of July, 2020.

MANITOBA NURSES UNION

SHARED HEALTH INC.

PER: Mike Sutherland
Director of Labour Relations

PER: Beth Beaupre
Provincial Lead, Health Workforce

APPENDIX “A”
The PPE Committee

Definitions

1. The following definitions shall apply herein:
 - (a) “Union” shall mean the Manitoba Nurses Union;
 - (b) “Employing Authority” shall mean Shared Health Inc.;

Purpose

2. The purpose of the PPE Committee is to provide a forum for information sharing and dialogue between the Union and the Employing Authority and to make recommendations regarding the appropriate and effective utilization of PPE by Nurses in the Province during the COVID-19 pandemic.
3. The Precautionary Principle shall be considered by and inform the work of the PPE Committee.
4. The mandate of the PPE Committee will be as follows:
 - (a) Consult developing scientific evidence with respect to: the transmission of COVID-19; the health risks it poses to Nurses including Nurses with underlying medical conditions, Nurses who are pregnant, and older (65+) Nurses; and consider the efficacy of various forms of PPE at preventing and/or minimizing the spread of COVID-19 amongst Nurses and patients under their care;
 - (b) Consider the accessibility and utilization of new and emerging PPE technology by Nurses in the Province including but not limited to procedures for sterilizing/reusing N95 respirators, extended use of N95 respirators, the silicone Petropolis mask, and use of industrial N95 to N100 respirators and sterilization/cleaning options.
 - (c) Monitor and assess the available supply of PPE on an ongoing basis as well as explore all reasonably available avenues to obtain and maintain a sufficient supply of PPE in the Province. This will include purchasing efforts and alternative supply sources for PPE, and availability of local vendors for supplies.

- (d) Make recommendations to the Health Senior Leadership Council (HSLC) with respect to PPE guidelines and best practices for Nurses providing care to negative, suspected, or confirmed COVID-19 patients, and Nurses conducting nasopharyngeal swab tests.
- (e) Discuss and make recommendations with respect to contingency plans to ensure the safety of Nurses when the supply of PPE in the Province is anticipated to last for only 30 days (i.e. a shortage) or where utilization rates indicate that a shortage will occur.
- (f) Without identifying a nurse without their consent, discuss the circumstances of Nurses who test positive for COVID-19 anywhere in the province of Manitoba, in order to understand possible reasons for their exposure including the adequacy of PPE the Nurse was utilizing when exposed, and make recommendations for any related changes to PPE guidelines.
- (g) Discuss engineering and administrative controls and other measures available to be utilized in order to assist in conserving the use of PPE, including conservation of N95s or higher PPE.
- (h) Discuss and make recommendations about PPE guidelines relating to extended use or reuse of surgical/procedure masks.
- (i) Discuss and make recommendations about stockpiling PPE for a future pandemic, and refreshing the stockpile so it does not expire.
- (j) Any other issue agreed to be considered by the PPE Committee.

Membership

5. The composition of the PPE Committee shall be as follows:
- (a) There will be even representation of management and Union participants;
 - (b) Management representation will include the following representatives with the Employing Authority reserving the right to change its representatives should it see fit to do so:
 - (i) Lanette Siragusa;
 - (ii) Carol Ohryn;

- (iii) Dr. Allen Kraut;
 - (iv) Dr. Duane Funk;
 - (v) Aaron Nelson; and
 - (vi) Beth Beaupre.
- (c) Union representatives will include the following representatives with the Union reserving the right to change its representatives should it see fit to do so:
- (i) Darlene Jackson;
 - (ii) Tom Henderson;
 - (iii) Marla Johal;
 - (iv) Lana Penner;
 - (v) Mike Sutherland; and
 - (vi) Val Wotton.

Term of office

6. A member of the PPE Committee is to serve for a term of two (2) years and continues to hold office until reappointed or until a successor is appointed.

Co-chairpersons

7. There shall be two co-chairpersons – one chosen by the Employing Authority representatives on the PPE Committee, and the other chosen by the Union representatives on the PPE Committee – who will alternate in serving as chairperson at meetings of the PPE Committee and will participate in the development of all recommendations of the PPE Committee unless not reasonably available, in which case an alternative interim chairperson shall be appointed by the relevant representatives.
8. The co-chairpersons shall prepare agendas for PPE Committee meetings with input from other Committee members as required.

Meetings

9. The PPE Committee must meet within two (2) weeks from the date of signing of the MOA and, after that,
 - (a) At regular intervals every two (2) weeks; or
 - (b) At such shorter intervals as requested by a co-chairperson.
10. A member of the PPE Committee must be given at least three (3) days' prior notice of a regularly scheduled Committee meeting.
11. A meeting place shall be made available for PPE Committee meetings by the Employing Authority during regular working hours.
12. Meetings may be conducted by electronic means by agreement of the co-chairpersons.
13. A regularly scheduled PPE Committee meeting may be waived by agreement of the co-chairpersons.

Special meetings

14. A co-chairperson of the PPE Committee may call a special meeting to deal with matters of urgent concern, including but not limited to threats of shortage in PPE supply in the Province, the emergence of new scientific evidence with respect to the transmission of COVID-19, a Nurse tests positive for COVID-19 anywhere in the province of Manitoba, evidence that Manitoba is or will imminently be experiencing another wave of COVID-19, or notice of a decision by the Employing Authority to distribute the Petropolis mask to Nurses for use in the workplace, to sterilize and redistribute used N95 respirators or surgical masks, or to use industrial N95 to N100 respirators if they are lower than medical grade N95 respirators..
15. A member of the PPE Committee must be given at least one (1) days' prior notice of a special meeting, or such shorter notice as is reasonable in the circumstances.

Quorum

16. A quorum of one-half of the Employing Authority representatives and one-half of the Union representatives, including the co-chairpersons (or alternative interim chairpersons), is required to constitute a meeting of the PPE Committee. If quorum is not met, then the meeting may be held for informational purposes only.

Consensus not reached

17. If the PPE Committee has failed to reach a consensus in making recommendations to the Health Senior Leadership Council with respect to PPE guidelines and best practices after attempting in good faith to do so, either co-chairperson has the authority to make written recommendations to the Health Senior Leadership Council.

Administrative Support

18. The Employing authority shall provide necessary administrative support to the PPE Committee to perform the following tasks:
 - (a) Compile and distribute agendas as prepared by the co-chairpersons.
 - (b) Notify PPE Committee members of meeting times and locations.
 - (c) Distribute any relevant information and documents to PPE Committee members prior to each meeting.
 - (d) Record minutes of each PPE Committee meeting in a format acceptable to the Health Senior Leadership Council and the Union, and signed by the co-chairpersons.
 - (e) Distribute a copy of the minutes prepared in accordance with clause (d) to the Health Senior Leadership Council and each PPE Committee member within three (3) days of being signed by the co-chairpersons.
 - (f) Retain all records, recommendations, etc. that are generated by the PPE Committee.

Time off for PPE Committee Work

19. PPE Committee members who are Nurses employed by the Employing Authority, other than Nurses on a leave from their position for Union or local Union business, are entitled to compensation for committee duties in accordance with *The Workplace Safety and Health Act* requirements for workplace safety and health committee members. Should the Union appoint an employed Nurse to the PPE Committee, the Employing Authority will grant necessary time off or provide compensation with basic or premium pay for their time spent on PPE Committee duties. In the case of any Nurse employed by the Employing Authority, the Nurse shall be given a release from work for all time spent on PPE Committee duties, and such time will be considered work and shall be paid at the Nurse's

regular or premium rate of pay, as applicable. The Employing Authority shall not charge the Union or any local of the Union for replacement costs (straight time or overtime costs) relating to a Nurse's time spent on PPE Committee duties. For clarity, the Employing Authority shall not be responsible to compensate, in any form, Union representatives employed by the MNU or employed Nurses on leave from their employment while holding Union office.

20. The Employing Authority represents that, in the case of Marla Johal, who is employed by the Winnipeg Regional Health Authority, and Val Wotton, who is employed by Prairie Mountain Health, neither of which has full time Union leave, it has received assurances from the Winnipeg Regional Health Authority and Prairie Mountain Health that those authorities have agreed to grant release time to Johal and Wotton to participate in any PPE Committee meetings scheduled during their regular working hours, and further that their time spent on PPE Committee duties will be considered work and compensated at basic or premium pay as applicable, in accordance with *The Workplace Safety and Health Act* requirements for workplace safety and health committee members without charge for replacement costs to the Union or a local. It is understood that, unless the Employing Authority agrees otherwise, Marla Johal shall participate on the PPE Committee, while off duty.

Termination of PPE Committee

21. The PPE Committee shall continue until such time that the COVID-19 pandemic in Manitoba is declared at an end by the Manitoba Chief Public Health Officer or until the co-chairpersons agree that the Committee has exhausted its mandate, whichever occurs first.