

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY BOARD
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(hereinafter called "the Union")

(collectively, "the Parties")

WORKFORCE ADJUSTMENT

This Letter of Understanding is effective the date of signing.

This Letter of Understanding is made without prejudice to the interpretation or application of the collective agreement. The Letter of Understanding addresses workforce adjustment of employees who are affected by operational adjustments in response to the progression of COVID-19.

In the case of any conflict between provisions in the collective agreement and this Letter of Understanding, the Letter of Understanding supersedes.

The Parties agree to the following terms:

1. It is agreed by the Parties that the circumstances of any layoffs or operational adjustments are beyond the control of the Employer.
2. **Reassignment**
 - (i) The Employer may assign employees to another location or department to perform work for which they are qualified. Such assignment shall not be considered a promotion or transfer as per Articles 7.2.1, 7.2.2, and 7.2.3 or a situation that attracts acting pay in Article 6.9 of the collective agreement.
 - (ii) The Employer may assign employees to work outside their posted classification/position. Any variation of work assigned will not constitute a change in classification/position and the employee will be paid at their regular classified rate of pay.
 - (iii) The Employer shall not be bound by the transfer provisions in Article 7.2.4 of the collective agreement.

3. Hours of Work

- (i) The Employer shall not be bound by the hours of work provisions in Article 5.1 or the shift premiums identified in Article 6.6 and Article 9.9.3 of the collective agreement.
- (ii) The Employer and employee may voluntarily agree to reduce the employee's hours of work. For employees who maintain fifty percent (50%) or more of the weekly full-time hours for their classification, and for those employees eligible for benefits prior to the reduction of hours, benefits will be maintained. Employees who maintain less than fifty percent (50%) of the weekly full-time hours for their classification will be required to pay the Employer and employee share of the benefit premiums.
- (iii) For those employees not covered by the Hours of Work (Computer/Systems Positions) Letter of Understanding, overtime shall apply to all hours in excess of thirty-five (35) hours or forty (40) hours per week, as applicable.

4. Remote Work

- (i) Remote work will be done as per the Employer's Remote Work Guidelines.

5. Leave of Absence (Regular Full-Time and Regular Part-Time Employees)

- (i) Commencing May 2, 2020, the Employer may require Regular Full-Time and Regular Part-Time employees to take an unpaid leave of absence for up to twenty-five percent (25%) of their regular core hours per week. The positions subject to this unpaid leave of absence shall be at the discretion of the Employer. Additional unpaid leave would be on mutual agreement between the Employer and employee.
- (ii) Employees on such leaves of absence must remain available and fit for duty in the event the Employer requires the employee to perform work for which they are qualified.
- (iii) The Employer may terminate any leave of absence described in 5(i) by providing employees seventy-two (72) hours written notice and require employees to resume working their regular core hours. In such cases, the Employer will pay employees their full wages for their regular core hours.
- (iv) The Employer will continue all benefits for which the employee was entitled to prior to the leave of absence. For Regular Part-Time employees who work less than twenty (20) hours per week the pay in lieu of benefits shall be based on the employee's reduced hours.

6. Wage Protection (On-Call Employees)

- (i) On-Call employees will be paid for all scheduled shifts up to and including May 1, 2020.
- (ii) On-Call employees must remain available and fit for duty in the event the Employer requires the employee to perform work for which they are qualified.

7. Notice of Layoff (Regular Full-Time and Regular Part-Time Employees)

- (i) Regular Full-Time and Regular Part-Time employees will be paid for all regular core hours up to and including May 1, 2020. Any employee who is not working all of their regular core hours shall remain available and fit for duty in the event the Employer requires the employee to work those hours.
- (ii) In the event that any layoffs are required on or after May 2, 2020, employees who are laid off within forty-two (42) calendar days of the effective date of this Letter of Understanding will be paid for all regular core hours during this forty-two (42) calendar day period. This forty-two (42) calendar day period shall constitute the notice period and no further notice shall be provided. Any employee who is not working all of their regular core hours during this period shall remain available and fit for duty in the event the Employer requires the employee to work those hours.
- (iii) For any employee laid off after forty-two (42) days from the effective date of this Letter of Understanding, the provisions of this letter shall constitute notice of layoff. Those employees shall receive no further notice of layoff.
- (iv) Employees who are to be laid off may request access to available earned banks, except for sick leave. Such banks may be used following the forty-two (42) calendar day period described in 7(ii) and in 7(iii).
- (v) For employees who are laid off and were eligible for benefits at the time of layoff, the Employer will continue the following benefits until June 30, 2020:
 - (a) Extended Health
 - (b) Dental
 - (c) Group Life
- (vi) For employees who are laid off and were eligible for benefits at the time of layoff, after June 30, 2020 and upon the request of the employee, the Employer will continue the listed benefits for an additional one hundred and eighty (180) days from the effective date of layoff, provided that the employee pays the entire cost of the benefit premiums in advance of each month.

8. Layoff and Recall

- (i) Layoffs
 - (a) The Employer will determine the position(s) to be subject to layoff.
 - (b) An employee may volunteer to be laid off, unless the Employer deems their service required.
 - (c) Vacation and sick leave shall not accrue while an employee is laid off.

(ii) Bumping

(a) There will be no bumping while this Letter of Understanding is in effect.

(iii) Recall

(a) Employees shall have the right of recall to their own position.

(b) An employee who is recalled in accordance with (a) above, shall return to work within fourteen (14) days, or may be deemed by the Employer to have resigned.

9. Vacation

The Employer may reschedule vacation or require employees on vacation to return to work, if fit for duty.

10. Adjustment Plan

In the event that Section 54 of the Labour Relations Code applies, the parties agree that the terms of this Letter of Understanding satisfy any obligations under this section.

11. Disputes

Any difference in the application, implementation or interpretation of this Letter of Understanding will be resolved in accordance with the grievance procedure of the collective agreement, unless either Party refers such difference to expedited arbitration, in accordance with Section 104 of the Labour Relations Code. Resolution under either procedure shall not be prejudicial to the interpretation of the collective agreement.

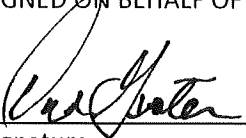
12. Legislative Amendments

In the event that either the Federal or B.C. Provincial Government amends any employment legislation, the Parties will meet to discuss the implications of the changes.

This Letter of Understanding will remain in effect until the Employer cancels the Letter of Understanding. As well, either party may provide thirty (30) calendar days' written notice to cancel the Letter of Understanding following the lifting of the Provincial state of emergency and the resumption of operations at the Coquitlam Public Library Board substantially similar to those that were in effect prior to the declaration of the Provincial state of emergency.

DATED 17 day of April 2020, 2020 at the City of Coquitlam.

SIGNED ON BEHALF OF CUPE LOCAL 561:



Signature

April 17, 2020

Date

SIGNED ON BEHALF OF THE COQUITLAM
PUBLIC LIBRARY BOARD:



Signature

APRIL 17 '20

Date