

LETTER OF UNDERSTANDING #12

between

THE EDMONTON PUBLIC LIBRARY BOARD

(Hereinafter referred to as the Employer)

-and-

CIVIC SERVICE UNION 52

(Hereinafter referred to as the Union)

Temporary Layoff and Recall: COVID-19 Pandemic

Further to current EPL facility closures and/or service reductions as a result of the recent COVID-19 Pandemic, the following outlines a temporary layoff and recall agreement between the parties.

A. Guiding Principles and General Terms

- Collective Agreement Clauses 12.01, 12.02, 12.03 Layoffs and Recalls shall not apply to the COVID-19 Pandemic situation and the following shall be deemed new language and apply up to the expiry date of this letter.
- The language in Letter of Understanding #12 will expire on January 31, 2021, or earlier, at the mutual agreement of the parties.
- Minimizing impact to work in areas not affected by service point closures or service reductions; bumping shall not occur during the temporary layoff.
- In the event permanent lay-offs are needed, layoff provisions of Article 12 of the Collective Agreement shall apply.
- The Employer and the Union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

B. Temporary Layoff Process

- 1.0 If the Employer has determined the work assigned to an employee is to continue during the period of facility closures and/or service reductions, either on site or approved to temporarily work remotely, in their base position or in a redeployed position, and can do so safely, efficiently and effectively, they may continue to work until the Employer determines the work will discontinue or otherwise deems there to be a shortage of work for the employee. Should the Employer determine the work will discontinue or otherwise deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this Letter of Understanding.
- 2.0 The Employer will establish the staffing complement and FTE distribution required at each Library service point/department during the temporary service reductions.
 - 2.1 The Employer will establish the total number of Community Librarian and Youth Services Librarian positions that are required system-wide to maintain service levels during the temporary service reductions and assign those positions on the basis of seniority. Those in permanent Community Librarian and Youth Services Librarian positions who are not assigned to one of the available positions

throughout the Library branch system will be temporarily laid off in reverse order of seniority.

- 2.2 The Employer will establish the staffing complement and FTE distribution required at each Library service point of Library Services Coordinators, Library Assistants, Circulation Assistants, and Pages during the temporary service reductions. Positions will be assigned on the basis of seniority (combining both permanent and part-time employees) within each Library service point.
 - 2.2.1 In establishing branch seniority lists, employees will be considered at the Library service point they were assigned at the time of temporary layoff. For the purposes of this LOU, staff currently assigned to an eplGO location (except for Heritage Valley) will have their seniority intermingled with that of the large branch to which the eplGO location is associated.
 - 2.2.2 Circulation Assistants will be grouped with Pages when considering seniority.
 - 2.2.3 In those instances where the next most senior staff member is assigned to a position that is less than their base hours, the staff member can elect to instead be placed on temporary layoff. Accordingly, temporary layoffs in branches will occur on the basis of reverse seniority (combining both permanent and part-time employees).
- 2.3 All other positions may be considered for redeployment to roles/assignments with continued critical work within alternate locations/departments based on the nature of the remaining work and the training, skills, abilities and experience requirements of the remaining work as determined by the Employer; then after consideration for redeployment, if the employee has not been redeployed, they will be temporarily laid off in reverse order of Union seniority and in accordance with this Letter of Understanding.

C. Recall Process

- 1.0 Recall process from a temporary layoff shall be in the following order:
 - 1.1 Based on critical positions as determined by the Employer; critical positions are defined as positions required to ensure operations of the Employer's technology and network security; physical safety and security of the Employer's staff and property; communications to employees and stakeholders; management of the Employer's financial obligations and planning; planning and management of human resources and payroll requirements; and execution of identified Library services and/or operations. Employees may be determined to be in a critical position or assigned to one, as determined by the Employer, based on the training, skills, abilities and experience requirements of the critical position.
 - 1.2 Except as provided in 1.3 (below), employees from the service points/departments being recalled based on
 - 1.2.1 The level of positions being recalled;
 - 1.2.2 Seniority within the level ("level" is defined by Article 3.07 of the Collective Agreement) provided the hours of the position being recalled is equal to, or less than, the hours of their base position.
 - 1.3 Recalls to Community Librarian and Youth Services Librarian positions shall be performed on the basis of seniority using an intermingled list combining both Community Librarians and Youth Service Librarians. It is understood the most

senior employee may be recalled to a location or Librarian position other than their base position/branch. In the event that the employee's base position is subsequently determined by the Employer to be available for recall, the Employer will seek to return the employee to their base position.

- 2.0 In those instances where the most senior staff member is recalled to a position that is less than their base hours, the staff member can elect to instead remain on temporary layoff and will retain their seniority position for future recalls.
 - 2.1 It is understood that should a Permanent Employee (benefitted) accept a recall to a Part-Time (unbenefitted) position, the employee shall continue to pay their portion of benefit premiums. However, LAPP contributions shall not apply while the employee is working less than 20 hours per week. Article 7.04 e) shall apply should the employee wish to purchase this time.
- 3.0 The Employer will increase the hours of those staff members who accept a reduction of hours as a result of the temporary service reduction when operationally feasible.
- 4.0 In the event that a Library service point does not have sufficient staffing resources to meet the established staffing complement amongst staff currently assigned to that location, the Employer will use the system-wide seniority list to assign a staff member.
- 5.0 Notice of recall shall be primarily communicated through the Employer's intranet (Staffweb) and email system. Within three (3) calendar days of the notification of recall, the employee must confirm with the designated contact their intention to report to work. The employee must report to work within 7 calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer.
- 6.0 Employees refusing recall, or that fail to respond to the Employer within the required three (3) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall, will be subject to discipline, up to and including termination of employment.

D. Supplementary Unemployment Benefit (SUB) Plan

EPL employees (Permanent, Part-time, Temporary and Student Page) who are eligible to receive Employment Insurance (EI) are eligible to apply for a Supplementary Unemployment Benefit (SUB) Plan for Temporary Layoffs. Eligibility for employees who were previously temporarily laid off by EPL as a result of COVID-19 is described in D.(4.0) below. Combined with employees' EI benefits, the SUB payment will provide employees with up to one thousand dollars (\$1,000) per 4-week period in an attempt to bring their layoff income to approximately 75% of their average weekly earnings (insurable), before deductions. The Parties acknowledge that for some employees this will be possible but, for others, the \$1,000 allowance will not be enough to reach 75% of their salary.

- 1.0 Duration of SUB Plan Coverage
 - 1.1 Permanent employees (benefitted 20 hours or more per week) would be eligible for SUB Plan payments for up to 16 weeks while in receipt of EI benefits.
 - 1.2 Part-time (less than 20 hours per week), Temporary and Student Page employees would be eligible for SUB Plan payments for up to 8 weeks while in receipt of EI benefits.

- 2.0 Employee Responsibility to Provide Proof of EI Benefits
 - 2.1 Employees must provide proof of EI benefits in order to receive payments on the Employer's SUB Plan. The Employer will verify that employees have applied for and are in receipt of EI benefits before SUB payments are made.
- 3.0 Average Weekly Insurable Earnings
 - 3.1 Subject to the terms and conditions established by the Federal Government for SUB Plans, the Average Weekly Insurable Earnings shall be calculated using 2020 Pay Periods 1 to 8 (inclusive) for the purposes of this LOU. Should an employee not have insurable earnings during the time frame indicated for the calculation, average weekly insurance earnings will be calculated using the 8 pay periods prior to the pay period in which the temporary layoff occurred.
- 4.0 Employees Previously Temporarily Laid Off
 - 4.1 Employees who were temporarily laid off during the pandemic on a previous occasion, and have exhausted all of their 8 or 16 week top-up entitlement, are not entitled to any additional top-up during the life of this agreement.
 - 4.2 If temporarily laid off employees returned to work before all of their 8 or 16 week top-up entitlement was exhausted, the remaining duration of the top-up will be available during the subsequent temporary layoff period, as applicable. The top-up is a one-time entitlement provided over the applicable number of weeks and at the amount identified above in D.

E. Benefits

For employees who participate in the EPL Benefit plans (major medical, health care spending account, life insurance and dental), coverage will continue during the temporary layoff. The employee's portion of the associated benefit premiums will be deducted from their SUB payment. Employees temporarily laid off shall not participate in EPL's Short Term Disability (STD) and Long Term Disability (LTD) plans.

In the event the temporary layoff exceeds the duration of the SUB Plan or the employee is not eligible for the SUB Plan, EPL will pay both the employee and employer portions of the associated benefit premiums until the temporary layoff ends through, including but not limited to, recall, expiry of this LOU, resignation, termination of employment or permanent layoff.

F. Local Authorities Pension Plan (LAPP)

A temporary layoff shall result in termination of active participation in LAPP for permanent employees. Therefore, deductions for LAPP will not occur during the temporary layoff period.

Permanent employees will be re-enrolled and continue active participation in LAPP after they are recalled to work. All LAPP processes will be in accordance with the Pensions Act and LAPP policies and procedures.

G. Other

- Union dues shall be discontinued effective the date of temporary layoff and re-instituted upon recall.
- If a Temporary employee or Student Page has an established end date that occurs during the temporary layoff, the employee's employment will end on the established end date and a Record of Employment will be generated and provided to Service Canada electronically. Their participation in the SUB Plan will end concurrently with their employment if they have not exceeded the SUB Plan duration.
- During the period of temporary layoff due to this Pandemic, all eligible employees shall continue to accrue seniority and seniority will be reflected as continuous once returned to work.
- Once returned to work, employees who were laid off due to this Pandemic, shall have their service considered continuous for the purpose of vacation. However, employees shall not accrue vacation credits while on temporary layoff.
- For employees currently in the Call In Pool (CIP), the 12 month period outlined in LOU #7 h) shall remain suspended (effective April 14, 2020) and will recommence when it has been determined as operationally feasible by EPL. The Union shall be notified by the Employer when this date has been determined. Any staff member in the Call in Pool may request a Record of Employment from Human Resource Services.
- All other provisions of the Collective Agreement will continue apply except as outlined in this LOU.

H. Deferral of Temporary Layoff through Use of Vacation from December 13, 2020 to January 11, 2021 (inclusive)

- 1.0 Notwithstanding the above, employees (Permanent and Part-time), who are to be temporarily laid off may elect to use any vacation balance available to them to defer the commencement of their temporary layoff until January 12, 2021. Unless recalled, employees who make this election will be temporarily laid off on January 12, 2021.
 - 1.1 Should an employee have an insufficient vacation balance to cover their weekly hours between December 13, 2020 and January 11, 2021, the Employer shall, on an exception basis, provide the employee with an advance on their vacation entitlement. The advance on their vacation balance shall not be greater than 4 weeks of their normal weekly hours. The advance shall be repaid to the Employer through the normal bi-weekly earning of vacation credits. For clarity purposes, during the deferral period the employee shall be allowed to use unearned vacation which will be repaid through future earned vacation. Should an employee elect to use this option, they agree that in the event that they leave EPL prior to accruing the unearned vacation advanced to them, their final pay advice prior to accruing the unearned vacation advanced to them, their final pay advice will be deducted by the outstanding amount. In the event that the employee's final pay advice is insufficient to repay the outstanding vacation balance, the employee will be required to repay the balance owing within 90 days of their termination date.
 - 1.2 Any future vacation periods to which seniority has been applied and approved, shall continue to be granted. However, if the employee has an insufficient vacation balance to cover the period, the portion of the vacation leave request where vacation credits are not available shall be provided as a leave without pay.

1.3 Staff who elect this option will be required to use vacation for the period between December 13, 2020 to January 11, 2021 (inclusive). This decision/election will not be subject to change once the election is made. In addition, Article 9.02.09 shall not apply for staff utilizing vacation to defer the temporary layoff.

SIGNED this 10 day of December, A.D. 2020

THE EDMONTON PUBLIC LIBRARY BOARD

CIVIC SERVICE UNION 52









**Agreement to Extend
Letter of Understanding
between**

THE EDMONTON PUBLIC LIBRARY BOARD
(Hereinafter referred to as the Employer)

-and-

CIVIC SERVICE UNION 52
(Hereinafter referred to as the Union)

RE: Letter of Understanding #12: Temporary Layoff and Recall: COVID-19 Pandemic

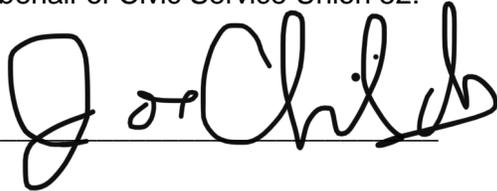
The undersigned parties hereby agree that:

- Letter of Understanding #12 Temporary Layoff and Recall: COVID-19 Pandemic shall be extended and will expire on April 30, 2021 or earlier at the mutual agreement of the parties.

AGREED:

Date: January 12, 2021

On behalf of Civic Service Union 52:



On behalf of Edmonton Public Library:



REVISED ADDENDUM TO:

LETTER OF UNDERSTANDING #12

between

THE EDMONTON PUBLIC LIBRARY BOARD

(Hereinafter referred to as EPL)

-and-

CIVIC SERVICE UNION 52

(Hereinafter referred to as the Union)

**Revised Addendum to Letter of Understanding #12:
Temporary Layoff and Recall: COVID-19 Pandemic**

Flexible Spending Account Payments

The following is with reference to:

- Part I, Article 23 "Part-Time Employees Health Care Spending Account/Flexible Spending Account"; and
- Part II, Article 6.05 "Health Care Spending Account/Flexible Spending Account"

As the payment of Flexible Spending Account (FSA) amounts could interrupt or otherwise negatively impact the eligibility for, or receipt of, Employment Insurance benefits of employees who have been temporarily laid off, the parties agree to the following:

1. Eligible employees who have elected (or defaulted to) a Flexible Spending Account (FSA) and who are on temporary layoff as of January 12, 2021, shall have the payment of their FSA deferred to a future pay period.
2. After the eligible employee is recalled and has returned to work, EPL will issue the applicable FSA amount.
3. Due to payroll processing requirements, this payment may not occur immediately following the employee's recall to work. Subject to #2 (above), EPL will be scheduling deferred FSA payments to be processed on one of the following pay dates:

Deferred FSA Payment Dates

- February 23, 2021
- March 23, 2021
- April 20, 2021
- **May 4, 2021**
- **May 18, 2021**

This ADDENDUM shall expire no later than **May 31, 2021**, unless otherwise mutually agreed.

SIGNED this _____ 18 _____ day of _____ March _____, A.D. 2021

THE EDMONTON PUBLIC LIBRARY BOARD



CIVIC SERVICE UNION 52