

## **LETTER OF UNDERSTANDING #11**

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 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**

- 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 #11 will expire on July 31, 2020, 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 and Recall Process**

- 1.0 If an employee has available work to perform on-site or has been approved to temporarily work remotely, whether 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 deems there to be a shortage of work for the employee. Should the Employer deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this Letter of Understanding.
- 2.0 In the event of a temporary layoff due to work shortage, employees within the affected service point/department and the affected level(s) shall:
  - 2.1 be considered for redeployment to roles/assignments with available and continued 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; then
  - 2.2 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.

- 3.0 Recall process from a temporary layoff shall be in the following order:
- i. Based on critical positions as determined by the Employer and outlined in 3.1 below;
  - ii. Employees from the service points/departments being recalled;
    - a. The level and hours of positions being recalled;
    - b. Seniority within the level ("level" is defined by Article 3.07 of the Collective Agreement).
- 3.1 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 and execution of Library operations.
- 4.0 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.
- 5.0 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.

### **C. Supplementary Unemployment Benefit (SUB) Plan**

All EPL employees (Permanent, Part-time, Temporary and Student Page) who are eligible to receive Employment Insurance (EI) or the Canada Emergency Response Benefit (CERB) are eligible to apply for a Supplementary Unemployment Benefit (SUB) Plan. Combined with employees' EI or CERB benefits, the SUB payment will provide employees with approximately 75% of their average weekly earnings (insurable), before deductions.

- 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 or CERB.
  - 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 or CERB.

## 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.

### **D. 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, 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.

### **E. 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. The temporary layoff period will result in a gap in employees' pensionable service that is not eligible for buy back.

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.

### **F. Other**

- Union dues are not deducted during the temporary layoff period.
- 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 be suspended effective April 14, 2020 and will recommence the date EPL has resumed normal operations. 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 Letter.

SIGNED this 29 day of March, A.D. 2020

THE EDMONTON PUBLIC LIBRARY BOARD



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CIVIC SERVICE UNION 52



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