

## **LETTER OF UNDERSTANDING**

between

**THE REGINA PUBLIC LIBRARY BOARD,**  
hereinafter called the "Employer",

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1594,**  
hereinafter called the "Union"

### **COVID-19 Pandemic Workforce Adjustments**

#### **1 Preamble**

This Letter of Understanding is made Without Prejudice and Without Precedent to the interpretation or application of the collective agreement, or any other agreements between the Parties, or to any dispute between the Parties.

The Employer is addressing business and operational restrictions to follow specific health directives and to generally act as a good corporate citizen to protect the health and safety of its staff and customers, and to support the fight against the spread of the COVID-19 virus.

Further to current RPL facility closures and service reductions as a result of the COVID-19 Pandemic, this letter of understanding (the "LOU" or "Agreement") outlines a temporary layoff and recall agreement between the Employer and the Union (together, the "Parties").

#### **2 Guiding Principles**

The following principles shall apply and provide guidance to the Parties while operating and making workforce changes during the term of this Agreement:

1. As there is no precedent for this situation and the situation remains fluid, the Parties recognized that things are likely to change, and the Employer will adapt and make decisions based on the information reasonably available at the time. Prior to any staffing changes being made, the Employer shall communicate the details of those changes to the Union.
2. Unresolved disputes will be subject to the normal grievance procedure.
3. The Parties shall minimize the turmoil in the workplace to the greatest extent possible as people leave the workforce (i.e. are laid off) and are recalled to the workforce.
4. Bumping shall not occur as a result of any temporary lay off or reduction of scheduled hours.
5. The Employer will take steps to support employee's access to government

programs including the Canadian Emergency Response Benefit (CERB) and Employment Insurance (EI).

6. 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.
7. Collective Agreement Article 10 - Lay offs, Recalls, and Resignations shall not apply to any temporary reduction in the workforce except as specifically referenced herein; Article 10 shall apply in full in the event permanent lay offs are needed.

### **3 Term of this Agreement**

This Agreement will expire on December 31, 2020, or earlier at the mutual agreement of the parties.

### **4 Temporary Layoff and Recall Process**

1. In the event of a temporary layoff due to work shortage:
  - a. If the shortage of work is in the employee's current job class (i.e. position title and FTE) and pay band, the most senior staff shall be retained provided they have, the skill, ability, and qualifications, to do the work. Recent experience at the required location may be a factor in determining who is retained.
  - b. Employees shall be considered for redeployment to roles/assignments with available and continued work within alternate locations/departments. The most senior staff within the required job class (i.e. position title and FTE) shall be redeployed provided they have, the skills, ability, qualifications for the remaining work. Recent experience at the required location may be a factor in determining who is retained.
    - i. After consideration for redeployment, if the employee has not been redeployed, they will be temporarily laid off in accordance with this Letter of Understanding.
    - ii. Employees who receive a notice of lay off shall not have the option to displace any other employee and shall either:
      1. Accept the temporary lay off;
      2. Provide notice of not more than thirty (30) days of resignation for the purposes of retirement; or
      3. Provide notice of resignation effective prior to the indicated date of lay off.
  - c. All employees being temporarily laid off shall receive notice of not less than fourteen (14) calendar days of such lay off.

2. As the Employer restarts services and works to open its facilities, employees will be recalled from a temporary layoff in order of seniority within the required job class (i.e. position title and FTE) and pay band provided they have, the skill, ability, and qualifications to do the work. Recent experience at the required location may be a factor in determining who is retained.

- a. The return to work date shall not be less than seven (7) calendar days from the notification of recall.
- b. Notice of recall shall be primarily communicated through email. Where an employee is not able to receive such notification to a personal email address, the Employer will establish, on a person by person basis, a mechanism for the employee to receive such notice that is acceptable to the Employer, with such options including text, phone, or, as a last resort, registered mail. It shall be the responsibility of the employee to keep the Human Resources Unit informed of the employee's current email address and/or other form of contact as agreed to between the Employer and the employee.
- c. Within three (3) calendar days of the notification of recall being sent, the employee must confirm with the designated contact their intention to report to work. The employer shall take reasonable steps to contact the employee by telephone (no more than two (2) attempts will be made) if a response is not received within the required period.

The employee must report to work on the date specified in the recall notice sent to the employee, or as otherwise mutually agreed to by the employee and the Employer.

- d. Employees refusing recall, or that fail to respond to the Employer within the required time and within twenty four (24) hours of the telephone call identified in 4.2 c), or that fail to return to work on the specified date, will be considered to have abandoned their employment except in extenuating circumstances as described in Article 11.04 d) of the Collective Agreement.

3. The Union shall be included in all correspondence from the Employer to employees with respect to layoff and recall

## **5 Supplementary Income for Employees Receiving CERB or EI**

The Employer shall make available supplementary income for impacted employees who receive income support from federal government programs, including EI or CERB, within the limits of the respective federal program, through bi-weekly top up payments that, combined with the

government benefit, other qualifying income, and any taxable portion of Employer-paid benefits, will be a maximum of 75% of the employees' RPL insurable earnings, (the "Target Earnings").

Employees shall provide the Employer with evidence they are receiving CERB and/or EI payments to receive top up payments from the Employer.

### **5.1 Supplementary Income for Employees Receiving CERB**

Currently, for any person who has stopped working because of COVID-19, the Canada Emergency Response Benefit (CERB) has replaced the Employment Insurance (EI) plan for providing income support benefits. Under CERB, laid off employees may receive temporary income support of \$500 a week for up to 16 weeks. Those employees applying for CERB cannot have earned more than \$1,000 in employment and/or self-employment income for 14 or more consecutive days within the four-week benefit period of their claim

All employees who are eligible to receive CERB are eligible to apply for supplementary income payments from RPL that, when combined with employees' CERB and income from other sources, will provide employees with the Target Earnings, up to a maximum of \$750 per week (\$500 per week CERB payment, plus from \$0 to \$250 per week employer supplement).

The Employer will calculate the top up payment for each employee based on the information provided by the employee prior to lay off. The Employer shall have no responsibility to the employee should they not receive CERB payments or be required to repay CERB payments as a result of their total compensation, including that from the Employer and all other sources, exceeding the maximum earnings set out by the government.

### **5.2 Supplementary Income for Employees Receiving EI**

All RPL employees who become eligible to receive Employment Insurance (EI) as a result of temporary lay off from the Employer are eligible to apply for income support under the Employer's Supplementary Unemployment Benefit (SUB) Plan, once it is registered by Service Canada. Combined with employees' EI, the SUB payment will provide employees with the Target Earnings.

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.

### **5.3 Changes to Federal Legislation Governing SUB Plans**

If Federal Government legislation or policy changes to allow the application of the Employer's SUB plan to those employees receiving CERB payments, the Employer will modify any supplementary income payments made to employees after the effective date of the change from that described in 5.1 (Supplementary Income for Employees Receiving CERB) to the SUB plan payments described in this section (5.2 Supplementary Income for Employees Receiving EI).

## **6 Leave Credits and Option to Delay Lay Off**

Employees shall not accrue vacation, sick leave, nor any other entitlement credits while on temporary lay off.

When provided notice of a temporary lay off, an employee may request to use their available, accumulated leave credits, including vacation, vacation carry-over (from 2019), banked/overtime, and lieu time, earned effective the indicated date of lay off for a period of up to four (4) weeks. This leave must be taken in one (1) week blocks. The employer may require, and will include notification of this in the notice of lay off, a delay in the effective date of the employee's lay off by either one (1) week or two (2) weeks by using the above-mentioned leaves. Employee requests must be made by email to Human Resources ([hr@reginalibrary.ca](mailto:hr@reginalibrary.ca)) within seven (7) calendar days of the date that notice of lay off is sent.

## **7 Benefits and Pension**

For employees who participate in the Employer's Benefit plans (health, life insurance and dental), coverage will continue for the term of temporary lay off. The employee's portion of the benefit plan premiums for life insurance, dependent life insurance, and accidental death & dismemberment insurance will be deducted from their supplementary income payments if provided by the Employer. Where the employee's portion of these insurance premiums exceed the amount of supplementary income provided by the Employer, the unpaid amount will be paid by the Employer on the employee's behalf and upon recall will be deducted, without interest, through doubled payroll deductions until the premiums have been repaid.

Employees may choose to continue making pension contributions and/or to retain their long-term disability (LTD) coverage for up to 90 days while on temporary lay off. Employees wishing to do this need to contact Human Resources, within seven (7) days of the date that notice of lay off is sent, to establish the proper paperwork. Should an employee choose to continue to make pension contributions, the Employer will continue to pay their portion of the contribution. Pension contributions and LTD premiums may be deducted from supplementary income payments if provided by the Employer. Where the employee's pension contributions and LTD insurance premiums exceed the amount of supplementary income provided by the Employer, the Employee shall make arrangements with the Employer to pay their portion of pension contributions and LTD insurance premiums.

### **7.1 Return to Service Expectations**

Considering the Employer's provision of benefits for Employees during a temporary lay off, laid off Employees shall, upon their recall, provide a minimum term of service for the Employer equal to the length of the lay off period. Any employee who fails to work the required term of the return to service must compensate the Employer for 100% of the Employer's costs of premiums and contributions paid by the Employer for the benefit of, or on behalf of the employee during the term of the lay off, including premiums for health, dental and insurance benefits, as well as long term disability premiums and pension contributions.

**8 Other**

1. Any employee on temporary lay off shall have union dues calculated on and deducted from any supplementary income received from the Employer.
2. If a Temporary employee or Junior Public Service Clerk 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 stating lay off due to COVID-19 will be generated and provided to Service Canada electronically. Their receipt of supplementary income from the Employer will end concurrently with their employment if they have not already exceeded the term of availability of such supplementary income.
3. An employee who is currently in a probationary or trial period within their position will not earn any time or hours credit towards fulfilment of the probationary or trial period during the time of their lay off nor during the time they are sent home without permission for telework and continue to be paid. Employees will continue serving their probationary or trial period upon return to the job class.
4. During the period of temporary layoff due to this Pandemic, all employees shall continue to accrue seniority, and seniority will be reflected as continuous once returned to work.
5. Once returned to work, employees who were laid off due to this Pandemic, shall have their service considered continuous for the purpose of vacation and, severance pay entitlement. Employees who are laid off shall not accumulate leave entitlements during the period of lay off, however all entitlement banks including vacation, accumulated personal sick leave bank, and accumulated family sick leave bank, shall be retained for the employee's benefit and become available upon recall.
6. All other provisions of the Collective Agreement will continue to apply except as outlined in this Letter.

SIGNED this 12<sup>th</sup> day of May, A.D. 2020

The Regina Public Library Board

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1594

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