

LETTER OF UNDERSTANDING

between the

CITY OF NEW WESTMINSTER
and
NEW WESTMINSTER LIBRARY BOARD
and
NEW WESTMINSTER POLICE BOARD
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387
(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.

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

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WHEREAS the Provincial Medical Health Officer has issued guidance and direction to control the transmission of the COVID-19 virus within the province, and

WHEREAS the Parties have a mutual desire to minimize the impact of the COVID-19 virus on employees, workplaces and the community, and

WHEREAS the intent of this Agreement is to allow for recognition of seniority and the orderly payment, assignment, transfer, layoff and recall of employees who are affected by operational adjustments in response to the progression of COVID-19 and to enable the City to continue to deliver essential and critical services to its residents.

The Parties agree to the following terms:

1. Collective Agreement

It is agreed by the Parties that the pandemic circumstances leading to these workforce adjustments and/or layoffs are beyond the control of the Employer.

Standard provisions of the Collective Agreement apply to decisions made after this Agreement terminates.

2. Adjustment Plan

The Parties agree that the terms of this Letter of Understanding satisfy any obligations that may have arisen under **Section 54 of the Labour Relations Code**.

3. Business Operations and Staffing Levels

The Employer may vary business operations and staffing levels at any time. Management or outside contractors will not do any work previously performed by CUPE 387 members.

4. Wage Continuance

(i) Regular Full-Time, Regular Part-Time, Temporary Full-Time, and Temporary Part-Time employees will continue to report to work as scheduled and directed and will be paid for scheduled shifts from March 17, 2020 (date of facility closures) up to and including April 30, 2020, for a wage continuance period of 45 days.

(ii) Auxiliary employees have been paid for shifts already scheduled from March 17, 2020 (date of facility closures) up to and including March 31, 2020.

(iii) Effective April 1, 2020, each auxiliary employee will receive their average weekly earnings up to and including April 17, 2020, for a cumulative wage continuance period of 32 days (March 17th to April 17th). If the hours worked by an Auxiliary employee during this period exceeds the wage continuance amount, they will be paid the amount actually earned.

(iv) The average weekly earnings for each Auxiliary employee will be calculated on their actual hours worked for the period beginning January 1, 2020 and ending March 31, 2020 averaged to a weekly number of hours. The Auxiliary employee's base wage rate will be multiplied by the calculated average weekly hours to determine the average weekly earnings.

During the period of wage continuance, all employees will remain available and fit for duty in the event the Employer requires the employee to return to work.

Hours paid during this wage continuance will accrue seniority.

(v) Notice of layoff will not be provided beyond the wage continuance period described above in (i) and (iii), however the Employer shall inform affected employees as soon as reasonably possible.

(vi) Any Regular Full-Time, Regular Part-Time, Temporary Full-Time, and Temporary Part-Time employee who is laid off will, at the conclusion of the wage continuance period, have the option of requesting that available banks, including but not limited to vacation, overtime, CDO, and gratuity banks, be scheduled and taken immediately prior to layoff. The employee must provide written notice specifying their request within 72 hours of being advised they are laid off.

(vii) Written notice of layoff will be sent via regular mail, email or in person and the notice will be effected on the date of the layoff letter. CUPE 387 will be sent a list of employees who have received written notice of layoff.

5. **Reassignment**

During the period that this LOU is in effect:

- (i) The Employer may assign employees to another location, position, work assignment, or department to perform work for which they are qualified.
- (ii) If the Employer assigns an employee to work in a classification/position other than the employee's posted position and the assigned position is paid a higher rate of pay, the employee will be paid the higher rate of pay for the duration of the assignment.
- (iii) If the classification/position is a lower rate of pay, the Employer will maintain the employee's regular classified rate of pay.
- (iv) An employee who refuses temporary reassignment under (i) above may be subject to temporary layoff.

6. **Layoff and Recall**

- (i) The Employer will determine the position(s) to be subject to **temporary layoff**. Employees shall be laid off within a work unit, by classification, and by reverse order of seniority.

Where the Employer identifies a requirement for a temporary workforce reduction, it will be done in the following sequence:

- a) Temporary employees
- b) Regular employees

The Employer may layoff an employee out of the above sequence where:

- An employee volunteers to be laid off, unless the Employer deems their service required, or they are the only qualified employee to perform the work.
- An employee's service is deemed required by the City, or they are the only qualified employee to perform the work, regardless of their seniority.
- An employee with special skills may be retained in positions requiring special skills, regardless of their seniority.

It is understood that in all cases, the remaining employees must be qualified and able to perform the expected work.

Auxiliary employees will not be scheduled beyond April 17, 2020 until further notice, except when circumstances warrant.

- (ii) There will be no **bumping** while this Letter of Understanding is in effect.
- (iii) Regular Full-Time, Regular Part-Time, Temporary Full-Time, and Temporary Part-Time employees shall be **recalled** to their posted position, as needed within that work unit, in order by seniority where reasonable.

7. Hours of Work

To minimize the impacts and reduce the likelihood of reduced staffing through layoffs, the Employer seeks to have flexibility with respect to the following:

- (i) The Employer can schedule regular employees within standard or non-standard hours under the Collective Agreement.
- (ii) The Employer may change the start and end times with no notice provided such change is less than 2 hours from the existing start and end times. The Employer will provide a minimum of 24 hours' notice for all other changes to days and hours of work.
- (iii) Any change to Regular Full-Time or Regular Part-Time employees' hours of work will only occur after adjustments (other than an increase in hours) to other-status employees' hours of work have been exhausted.

The Employer and the union, where reasonable, will consult on such changes.

In all cases of an adjustment to the scheduled hours of any employee, exceptional personal circumstances of the employee will be taken into account.

8. Remote Work

Employees may be assigned to work in accordance with the Employer's Remote Work (Temporary Policy).

9. Vacation

The Employer may require employees on vacation to return to work, if fit for duty, if the performance of that work is necessary, and no other more junior employee is available.

10. Benefits

The Employer will continue the following benefits for any employee who was in receipt of benefits at the time they were laid off, for a period of 180 days from the last date worked:

- Extended Health

- Dental
- Group Life
- EFAP

11. Disputes

The Parties shall meet to resolve any difference in the application, implementation, or interpretation of this Letter of Understanding. Following such discussion either party may refer the disagreement to expedited arbitration under Section 104 of the Labour Relations Code.

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 and will attempt to incorporate those amendments to the extent possible.


The parties agree that should the Employer or the union seek to modify this Letter of Understanding for business or operational reasons, the parties will meet to discuss. In addition, the parties agree to meet weekly to discuss the terms and conditions of this agreement.

This Letter of Understanding will remain in effect until 30 calendar days' after either party provides notice in writing, which can only be given following the lifting of the Provincial state of emergency.


All of which is agreed this 7th day of April, 2020 in the City of New Westminster.

SIGNED ON BEHALF OF THE EMPLOYERS:

SIGNED ON BEHALF OF CUPE, Local 387:



 Hardeep Maghera
 President, CUPE Local 387

 Lisa Spitale
 Chief Administrative Officer


 Julie Spurrell
 Chief Librarian

 Dave Jansen
 Acting Chief Constable



