

**Letter of Understanding**

**Between**

**The City of Burnaby (the “City”)**

**and**

**The Burnaby Public Library Board (the “Library”)**

**(Collectively, “the Employer”)**

**and**

**The Canadian Union of Public Employees Local 23 (the “Union”)**

**(Collectively, “the Parties”)**

**Re: Workforce Adjustment Agreement (the “Agreement”) relating to COVID-19**

This Agreement is made without prejudice and without precedent to the interpretation or application of the Employer’s Collective Agreements.

WHEREAS the World Health Organization (“WHO”) defines Coronaviruses as a large family of viruses which may cause illness in animals or humans. In humans, several coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). Specifically, COVID-19 is the infectious disease caused by the most recently discovered coronavirus. This new virus and disease were unknown before the outbreak began in Wuhan, China, in December 2019.

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

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 Employer to continue to deliver essential and critical services to its residents.

**The Parties agree to the following terms:**

**Scope**

1. This Agreement applies to employees of the City of Burnaby and the Burnaby Public Library Board, covered by the 2016 – 2019 Collective Agreements between the Employer and the Union (Inside, Outside, Library and Foremen’s Divisions).
2. In the event of a conflict between this Agreement and the relevant Collective Agreements, this Agreement supersedes.

### **Effective Date**

3. This Agreement is effective April 14, 2020.

### **Duration**

4. This Agreement will remain in effect until such time as the Provincial Medical Health Officer determines that the COVID-19 outbreak has been substantially resolved, either Party may provide thirty (30) calendar days written notice to cancel the Agreement.
5. Standard provisions of the relevant Collective Agreements apply to decisions made after this Agreement terminates.

### **Business operations and staffing levels**

6. The Employer will vary business operations and staffing levels at any time. Any non-statutory minimum staffing level provisions shall not apply. Management or outside contractors will not do any work previously performed by CUPE Local 23 members.
7. It is agreed that the circumstances of any layoffs are beyond the control of the Employer.

### **Wage protections**

8. Regular full-time, Regular part-time (collectively, "Regular employees"), Temporary, and Auxiliary employees in temporary shutdown or reduced operations:
  - a. Will be provided with forty-two (42) calendar days (6 weeks) of regular wages for shifts scheduled from the date written layoff notice is issued (the "Wage Protection Period").
  - b. E.g. if an operation is shutdown or reduced on or before April 15, 2020, employees will be paid from April 15, 2020 up to and including May 26, 2020.
  - c. During this forty-two (42) day period, employees can be scheduled to perform any work within the City for which they are qualified (at their regular rate of pay). Employees must report to shifts that they are scheduled to work if they are reasonably able to do so.
  - d. Temporary employees shall be provided the shorter of forty-two (42) days or the end of their scheduled employment per their offer letter.
9. After the expiry of a Wage Protection Period, employees may use paid time credits: e.g. earned vacation, banked overtime, etc. If paid time credits are not used, they will remain with the employee. The employee may request to have earned paid time credits paid out after the expiry of a Wage Protection Period. This does not apply to sick leave.
10. Employees on sick leave, vacation leave, unpaid leave or any other leave, may be issued layoff notice at which point their Wage Protection Period will immediately commence (forty-two (42) days). Existing Medium-Term Disability and Long-Term Disability approved leaves will continue despite notice of layoff and no new disability claims will be accepted. For employees who receive written notice of layoff, no new Short-Term Sick Leave ("STSL") claims will be accepted and existing STSL claims will cease at the start of the Wage Protection Period.
11. During the Wage Protection Period, all employees will remain available and fit for duty

during their regular hours.

12. The wage protection provisions herein constitute the notice required for layoff.
13. 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 23 will be sent a list of employees who have received written notice of layoff on a biweekly basis.

#### **Layoff Process**

14. The Employer will lay off positions by job classification under each collective agreement and proceed sequentially in the following order, with the exception of Essential Services positions established by the Employer:
  - a. Employees without seniority;
  - b. Auxiliary, and Temporary employees with seniority;
  - c. Regular part time by order of seniority (lowest to highest); and
  - d. Regular full-time employees by order of seniority (lowest to highest).
15. Employees may voluntarily request a lay-off out of seniority, unless the Employer deems their service required or they are the only employee qualified to work.
16. Employees with unique skills may be retained in positions requiring those skills, regardless of their length of service.
17. It is understood that in all cases, the remaining employees must be qualified and able to perform the expected work.

#### **Bumping**

18. Employees shall only have bumping rights if their position is permanently eliminated or if six (6) months have elapsed from the end of the Wage Protection Period.

#### **Recall**

19. When a laid off position is reactivated:

For single incumbent jobs, the employee who owns the position shall have the first opportunity to return. If that employee cannot commit to return to the position within fourteen (14) days, the position may be offered to the next senior qualified laid-off employee. If the job is still unfilled, it will be posted at a later time.

For jobs with multiple incumbents (not requiring special skills), the employee with the most seniority within that classification will be recalled first. If that employee cannot commit to return to the position within fourteen (14) days, the position may be offered to the next senior qualified laid-off employee. If the job is still unfilled, it will be posted at a later time.

20. Recall rights for all employees will be extended for a period equal to the duration of this Agreement.

### **Alternate Work Assignments (AWA)**

21. The Employer will create a process for laid-off employees to express their interest to perform available work.
  - a. To facilitate this, laid-off employees will be asked to specify their:
    - Interest in specific work;
    - Knowledge, skills, abilities and work experience;
    - Availability to work non-standard work hours and work weeks;
    - Work restrictions, if any;
    - Preferred method of contact (phone, text, email, etc.); and
    - Other information as needed.
  - b. Employees may elect to remove themselves from the AWA list at any time. The effect of this would be a layoff.
22. The Employer may assign employees to work outside their posted classification/position. If the classification/position is a higher rate of pay, the employee will receive a one (1) step increase or step one (1) of the assigned class. If the classification/positions are a lower rate of pay, the Employer will maintain the employee's regular rate of pay.

### **Hours of Work**

23. The Employer can schedule Regular employees within standard hours; or within the non-standard range specified under the collective agreement as applicable.
24. The Employer and a Regular employee can agree to work outside of standard hours for up to six (6) months.
25. The Employer and CUPE 23 can agree to amend the work week. Overtime still applies for exceeding daily and weekly limits for the position.
26. Temporary full time and Auxiliary employees can work any shift or work week. Overtime still applies for exceeding daily and weekly limits.

### **Entitlement to Benefits**

27. Regular employees and eligible temporary employees who are given written notice of layoff will continue to receive all the following benefits (Extended Health Benefits/Dental) for three (3) months after the end of the forty-two (42) day Wage Protection Period and the Employer will pay the cost of such benefits.
28. Basic Group Life and Optional Group Life Insurance will continue for six (6) months after the end of the forty-two (42) day Wage Protection Period subject to payment of premiums by employee for Optional Group Life Insurance.

### **Other Provisions**

29. Time Treatment after Layoff  
During the time that an employee is laid-off (after the Wage Protection Period has ended and

before being recalled), seniority, vacation, sick leave, gratuities, time banks, and all other entitlements shall not accrue.

30. Vacations

The Employer may require employees on vacation to return to work if fit for duty. Exceptions will be considered where employees are unable to report.

31. Dispute Resolution

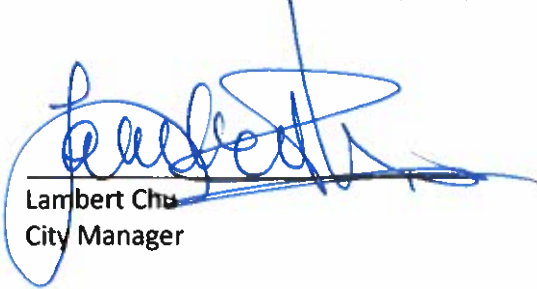
The Parties will continue to discuss the application and implementation of this Agreement and make mutually agreed adjustments as required. Unresolved disputes will be subject to the normal grievance procedure, bypassing Step 1, 2 and 3.

32. Legislative Amendments

The Employer and the Union agree that in the event that either the Federal or BC Provincial Government changes any employment related legislation, the Parties will meet to discuss the implications of the changes and will attempt to amend this Agreement with an objective of leveraging available funding from other levels of government to help relieve costs for the Employer. Agreement shall not be unreasonably withheld.

33. The Parties agree that this Agreement satisfies all section 54 obligations under the *Labour Relations Code* of British Columbia.


All of which is agreed this 3<sup>rd</sup> day of April, 2020, in the City of Burnaby, by:



Lambert Cho  
City Manager



Bruce Campbell  
President, CUPE Local 23



Beth Davies  
Chief Librarian

