

# WORKFORCE ADJUSTMENT AGREEMENT FAQs

## CUPE LOCAL 402-02 STAFF – MARCH 31, 2020



### GENERAL

#### **1. What is the Workforce Adjustment Agreement?**

The Workforce Adjustment Agreement was developed in collaboration with CUPE Local 402-02 to ensure that employees are well provided for with wage protection and benefits support in the event of a temporary layoff, due to the COVID-19 pandemic.

The wage protection period for Casual staff and Circulation Services Clerks is 28 calendar days (4 weeks) from the date of the Library shutdown, from 2020-03-16 to 2020-04-12. For Regular staff, this period is for 42 days (6 weeks), from 2020-03-16 to 2020-04-26. The monetary provisions in this Agreement far exceed the contractual entitlements in the collective agreement.

#### **2. Why is there a temporary layoff?**

The City's operations are significantly impacted and it is prioritizing services deemed critical or essential. Libraries were closed on March 16, as our services are not deemed essential during an emergency. As most Library staff are now working remotely and we do not know when this crisis will end, it is difficult to sustain meaningful work for staff. We will shift our focus to online services – helping our public via email reference, updating the website with useful information, and ensuring access to e-collections.

#### **3. Am I laid off? Will I receive a laid off notice?**

The workforce adjustment agreement confirms that a majority of the unionized staff are laid off and serves as the layoff notice. A handful of the positions will be retained due to the Library requirements to continue its critical services.

#### **4. If I'm laid-off, am I still an employee of the Library?**

Yes, you are still a Library employee on temporary layoff status. As soon as the situation sufficiently improves, our intention is to return you back to work in your normal job.

#### **5. How will I know when the Library's pandemic response has concluded, and the Agreement becomes null and void?**

It is expected that the response will last for several weeks or longer until the situation has improved, and operations return to normal levels. Just as our response to the pandemic has elevated over several weeks, we also expect that our return to normal operations will evolve over several weeks. During that time, continuous communications will be provided to your Managers, who will be in contact with staff as our operations return to normal. Once it is clear that the pandemic is concluding, we will be able to provide specific guidance about the end of this Agreement.

#### **6. Is the Agreement applicable to Exempt employees?**

This Agreement is between the Library and CUPE Local 402-02 and only applies to unionized staff. Exempt layoffs would have their own protocols and will be developed as required.

**7. Are jobs still being filled when staff are being laid-off?**

We have postponed both internal and external recruitment for now, but recruitment was continuing until recently and we will honour the terms that were agreed to prior to the workplace adjustment agreement being put into effect.

## WAGE PROTECTION

**8. How am I being paid during the wage protection period?**

The Library will honour the scheduled shifts of staff for the duration of the respective wage protection periods.

**9. What happens if I'm not available to report to my scheduled shifts during the wage protection period?**

During the wage protection period, all employees are to remain available for work and fit for duty during their scheduled shifts. If you are unable to attend a scheduled shift, please speak to your manager regarding options to avoid non-payment for that shift.

**10. What if there is no work for me to do during the wage protection period?**

Please speak to your manager or supervisor who can help you identify training opportunities or other work-related tasks.

**11. What happens if I'm sick during the wage protection period?**

If you are sick during the wage protection period, you can use your sick leave for the days you are off. If you are receiving a % in lieu of benefits, you will be coded as sick with no pay. If your absence is related to COVID-19, please see the "[Treatment of Time](#)" table in the Covid-19 quick link on the intranet. If you are sick after the wage protection period ends, your sick leave does not apply while you are laid off. A sick absence will not extend the wage protection period.

**12. Am I still eligible to receive my pay grade step increase if it falls within the wage protection period?**

Yes. Step increases will occur as normal during the wage protection period. In short, the wage protection period is considered regular work time and all normal payment practices still apply.

## LAYOFF PROCESS

**13. How do I request to be voluntarily laid-off?**

If you wish to be laid off sooner given your specific circumstance, please speak to your manager and confirm the last shift you will be working. Upon working your last date, please email

[PayrollMailBox@surrey.ca](mailto:PayrollMailBox@surrey.ca) (cc: [msangha@surrey.ca](mailto:msangha@surrey.ca)), with your employee ID and the date you last worked in order to generate the Record of Employment.

Please note you can initiate an EI claim sooner and the ROE will be sent electronically from Payroll to Service Canada.

**14. The Agreement notes that employees with “special skills” may be retained in positions requiring special skills, regardless of their length of service. What is considered special skills?**

Special skills are unique knowledge, skills or abilities required to perform a substantial job function. A requirement for special skills means that it would be very difficult for another employee to successfully carry out the duties of the position requiring special skills. Positions in this category are highly specialized and often technical in nature.

## RECALL

**15. How will you determine if a laid-off position needs to be reactivated (recalled)?**

As the situation improves, laid-off positions can be reactivated at any time, based on the operational needs of the work area. As the Library reverts to normal operations, employees will be recalled back to work.

**16. How will I be recalled?**

Your manager will notify you by phone or email. Please ensure your contact information is up to date in PeopleSoft.

## ALTERNATE WORK ASSIGNMENTS (AWA)

**17. How do I get my name on the Alternate Work Assignment list?**

Regular laid off employees should express their interest as described in the Agreement to perform available work by emailing [MEDeane@surrey.ca](mailto:MEDeane@surrey.ca) their name to the AWA list.

**18. What wage will I be paid if I work outside of my job classification on an Alternative Work Assignment?**

You will be paid at the rate of pay assigned to the job.

## ENTITLEMENT TO BENEFITS

**19. Will my health benefits continue once I’m laid-off?**

Your health benefits will continue for three months after the end of the wage protection period (except for LTD coverage which will immediately be suspended). Monthly benefits premiums are 70% Library-paid and 30% employee-paid. You will be asked to pre-pay the employee portion in order to maintain your benefits. Depending on your status of coverage, current premiums are as follows:

Dental

Single Total premium: \$57.66 – EE portion \$17.30

Couple Total premium: \$97.55 – EE portion \$29.27

Family Total premium: \$146.09 – EE portion \$43.83

Extended Health

Single Total premium: \$86.92 – EE portion \$26.08

Couple/Family Total Premium: \$196.18 – EE portion \$58.85

Life insurance

Total rate \$0.25 per thousand – EE portion \$.038

At the end of the three months, you will have the option to maintain your benefits fully at your own cost.

You will also continue to have access to the Employee Family Assistance Program (EFAP).

**20. What benefits do I receive after the initial three months and how long can I maintain them?**

Extended Health and Dental coverage can continue indefinitely as long as you pay 100% of the premiums. Life Insurance coverage will continue for an additional three months.

**21. What if I choose not to pre-pay my benefits?**

Your benefits coverage will cease.

**22. How much prorated vacation do I have in my bank for this year?**

Your entitlement will be based on your current year's vacation entitlement prorated up to the date of layoff. In most cases this will be approximately 1/3 of your annual entitlement, and Payroll may be available to assist with more detailed calculations.

**23. What happens to my Pension?**

Your Pension will remain with Municipal Pension Plan (MPP); however, no contributions will be made during the layoff period.

**24. What happens to my Pension if I get recalled/rescheduled?**

Contributions will start immediately upon your return to work and the qualifying period will be waved.

**25. I was close to qualifying for MPP prior to the layoff. How does this affect me?**

Any qualifying time that you have accrued prior to your layoff will be maintained and will count towards MPP qualification, upon your recall to work.

**26. Can I purchase service for the layoff period?**

No, there is no purchase of service for the layoff period.

Please contact MPP at 1-800-668-6335 if you have any further questions.

**27. Do I have LTD coverage?**

Any employee totally disabled (sick) prior to layoff may be eligible to apply for LTD if still disabled, due to the same or related illness or injury, at the end of the 6-month qualifying period. The employee must satisfy Manulife's definition of continuous total disability during the qualifying period. LTD application forms and detailed information can be found in the Benefits Booklet by logging into your Manulife account at [www.Manulife.ca](http://www.Manulife.ca).

If an employee becomes totally disabled during the layoff period, there is no LTD coverage.

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