

Appendix I

COVID-19 PANDEMIC RESPONSE WITHOUT PREJUDICE AND PRECEDENT

Workforce Adjustment Agreement

("the Agreement")

between

Surrey Public Library Board

("the Library")

and

Canadian Union of Public Employees (CUPE), Local 402- 02 ("the Union")

Dated: March 25, 2020

This Agreement 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.

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 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 Library to continue to deliver services to its residents.

WHEREAS this Agreement satisfies all Section 54 obligations under the BC Labour Code.

The Parties agree to the following terms:

Definitions

Wage protection period: The 28 or 42 calendar day period occurring immediately after a layoff notice has been issued.

Layoff: A temporary break in normal operations due to a lack of work.
*Only Regular employees are subject to normal layoff provisions,

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however, for ease of reference, the cessation of work for Non-Regular staff will also be referred to as layoff.

Scope

1. This Agreement applies to CUPE, Local 402 - 02 employees of Surrey Public Library.
2. In the event of a conflict between this Agreement and the Collective Agreement, this Agreement shall prevail. Where this Agreement is silent, the Collective Agreement shall prevail.

Effective Date

3. This Framework is effective March 26, 2020.

Duration

4. This Agreement will be in effect until such time the Library's pandemic response has concluded.

Business Operations and Staffing Levels

5. Decisions may be made to vary business operations and staffing levels at any time. Any non-statutory minimum staffing level provisions shall not apply.
6. The Library will provide regular and timely information to the Union on the variation of operations and changes to staffing levels.

Wage Protection

7. Casual Employees, Circulation Services Clerks
 - a. Will be paid for shifts scheduled within 28 calendar days (4 weeks) of the date of the Library shutdown, from 2020-03-16 up to and including 2020-04-12.
 - b. During this 28 day period, employees can be scheduled to perform any work for which they are qualified (at their regular rate of pay). Employees must report to shifts that they are scheduled to work.
 - c. Casual employees in temporary positions shall be provided the shorter of 28 days or the end of their scheduled employment per their offer letter, provided no additional shifts were assigned within the 28 days.
8. Regular Full-Time, Regular Part-Time Employees
 - a. Will be provided with 42 calendar days (6 weeks) of regular wages from the date of the Library shutdown, from 2020-03-16 up to an including 2020-04-26.
 - b. During this 42 day period, employees can be scheduled to perform any work for which they are qualified (at their regular rate of pay). Employees must report to shifts that they are scheduled to work.

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9. After the expiry of a wage protection period, employees may use earned banks. If banks are not used, they will remain with the employee. 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 (28 days or 42 days).
11. Fit for duty
During the wage protection period all employees will remain available and fit for duty during their regular hours.
12. Notice of layoff
The wage protection provisions herein constitute the notice required.

Layoff Process

13. The Library will layoff positions by job description and proceed sequentially in the following order:
 - a. Voluntary layoff – employees may voluntarily request a layoff. Requests will not be unreasonably denied.
 - b. Non-Regular employees – by management discretion.
 - c. Regular employees – by order of seniority (lowest to highest).

Employees with special skills may be retained in positions requiring special skills, regardless of their length of service.

Recall (Regular Employees)

14. When a laid-off position is reactivated the goal is to have employees return to their previous positions.

The employee who owns the position shall have the first opportunity to return. If that employee cannot commit to return to the position within 14 days, the position may be offered to 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 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.

Alternate Work Assignments (AWA)

15. The Library will create a process for Regular laid-off employees to express their interest to perform available work.

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- 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.
 - other information
- b. The Library will make every effort to assign the senior qualified and available employee from the AWA list.
- c. Employees will be paid at the rate of the job classification in which they are working.

Entitlement to Benefits

16. Employees enrolled in the Library's group Benefit plan who are laid off shall continue to receive their normal benefits (Extended Health Benefits/Dental/Life – LTD excluded) entitlements for 3 months after the end of the 28 or 42 day (plus used earned banks) protection period. Employees shall pre-pay their portion of benefits premiums in order to continue to receive benefits.

After 3 months expires, employees will have the option to maintain their benefits fully at their own cost.

Other Provisions

17. 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, and all other entitlements shall not accrue. Seniority will be retained but not accrued as per article 9.6, and extended to a maximum of 3 months from the expiry of this agreement, whichever is longer.
18. 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.
19. Legislative Amendments
The Library 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 Library. Agreement shall not be unreasonably withheld.

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Signed via email on March 25, 2020.

On behalf of the Union: Jeanne Marr, Denise Parks, Raqiya Khan

On behalf of the Surrey Public Library Board: Surinder Bhogal, Kristen Andrews, Michael Ho

On behalf of the Union

Date

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