

Letter of Understanding

between

Sechelt Public Library Association Board

(Hereinafter referred to as "the Employer")

and

Canadian Union of Public Employees, Local 391

(Hereinafter referred to as "the Union")

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 similar dispute between the Parties.

RE: COVID-19 Coronavirus Response

WHEREAS the Parties have a mutual desire to support the goals and direction of the Provincial Medical Health Officer to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community, and

WHEREAS the Parties agreed to resolve issues around public health concerns in relation to the COVID-19 Coronavirus; and

WHEREAS it is settled law in British Columbia that an employer has no legal or residual management right to require an employee to dedicate any part of their home to the performance of job functions.

The Parties agree to the following terms:

1. Definitions:

- (a) Self-isolation is a requirement for an employee to remain at home, away from others and the workplace, for an extended period of time, in that they are experiencing symptoms of a suspected or confirmed COVID-19 Coronavirus infection.
- (b) Self-quarantine is a requirement for an employee to remain at home, away from others and the workplace, after possible exposure to the COVID-19 Coronavirus. Self-quarantine includes a government or medical order to be quarantined.

2. Employees have a “right” to know if they are working in a workplace that was exposed to COVID-19 and what measures are being taken to protect them from exposure, in addition to existing measures ensuring they are provided with all protective equipment necessary to perform their duties safely.
3. Where feasible, employees subject to an order to self-isolate or who are otherwise affected by quarantine may temporarily tele-commute, thereby performing their duties at home for the duration of the order.
4. Regular full-time, regular part-time, temporary part-time, and casual employees required to self-isolate, self-quarantine, or care for a family member in accordance with this Letter of Understanding, and who cannot reasonably tele-commute or are unable to tele-commute due to their illness, will receive their regular or typical wages for the duration of the order. Wages will be determined on the following basis:
 - (a) Wage protection for regular full-time employees will be calculated based on their full-time hours.
 - (b) Wage protection for regular part-time employees will be calculated based on the minimum hours of their normal work assignment.
 - (c) Wage protection for temporary part-time employees will be calculated based on the hours of their normal work assignment for the duration of the temporary fixed term.
 - (d) Casual employees will be paid for any shifts already scheduled.
5. Any employee subject to self-isolation, self-quarantine, or caring for a family member in accordance with this Letter of Understanding, will experience no reduction of any leave bank for the duration of the order.
6. In cases other than self-isolation or self-quarantine related to COVID-19 Coronavirus, should any employee have flu-like symptoms and notify their supervisor of such, that employee will be approved for sick leave without the need for medical proof of illness. In the event that such flu-like symptoms are confirmed to be a COVID-19 Coronavirus infection, paragraph 4 applies and any sick leave benefits used will be credited back to the employee’s bank (if any).
7. Employees placed on a medical leave of absence due to COVID 19 issues who do not have access to a sick leave bank, or have exhausted their sick leave bank, will, nonetheless, receive wage protection outlined in paragraph 4 for the duration of the illness.

8. Normal requirements, if any, that employees provide medical documentation to access wage protection will not apply to those employees subject to self-isolation or self-quarantine for the duration of the COVID-19 Coronavirus public health concerns.
9. Appropriate documentation of a requirement for self-isolation, to self-quarantine, or to care for a family member in accordance with this Letter of Understanding, will be provided to the Employer by electronic or other means as it becomes available.
10. Where employees are negatively affected by a facility or program closure or curtailment, for the duration of the closure or curtailment, wages will be maintained, to be calculated as set out in paragraph 4, above.
11. Employees who notify their supervisor that they must absent themselves from work to: care for a family member who has a confirmed case of COVID-19 Coronavirus; or care for a family member under the age of thirteen years old who has been directed to self-isolate or self-quarantine, will be placed on a leave of absence without loss of pay in accordance with paragraph 4, regardless of whether they have access to Collective Agreement leave entitlement, or Family Responsibility leave.
12. To the extent possible, where government wage protection benefits are provided to assist with COVID-19 Coronavirus public health efforts, the Parties will work to ensure such benefits are utilized by employees and integrated with the provisions of this Letter of Understanding and the Collective Agreement to provide or partially provide for leave and wage protection provisions set out in this Letter of Understanding and paragraph 4.
13. The employer will communicate important information to employees at home if necessary, for the duration of this agreement.

The Employer and Union agree that these terms are a temporary response to COVID-19 Coronavirus public health concerns, and that either party may seek to renegotiate or cancel this Letter of Understanding with thirty days' written notice to the other party or with mutual agreement once normal library operations have resumed.

Any difference in the application, implementation or interpretation of this Letter of Understanding will be resolved in accordance with the Grievance Procedure.

All of which is agreed, this 20 day of March, 2020, by:

Kari Scott-Whyte
On behalf of the Union

Jeanne Emery
On behalf of the Employer

March 21, 2020
Date

March 23, 2020
Date