

**Letter of Understanding  
between**

**The City of Grande Prairie  
(Hereinafter referred to as “the Employer”)**

**and**

**Canadian Union of Public Employees, Local 787  
(Hereinafter referred to as “the Union”)**

**RE: Extension and Revision to COVID-19 Coronavirus Redeployment, Layoffs and Recall**

The 2020 COVID-19 pandemic (the “Pandemic”) at the time created an emergent, unanticipated and unprecedented circumstance where the Employer and its Union have jointly agreed to work together to support and minimize the impact of the Pandemic in our workplace and the community. We have agreed to resolve full-time/part-time established permanent employee issues around redeployment, layoffs and recall concerns in relation to the COVID-19 Coronavirus situation through the Letter of Understanding (LOU) dated April 16, 2020.

Further to the LOU the Employer and the Union agreed to renegotiate a new Letter of Understanding as the Pandemic has gone longer than anticipated.

This LOU will replace all other agreements and understanding between the Union and the Employer related to the impacts of the Pandemic.

This LOU 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.

WHEREAS the Employer requires to embark in layoffs and recalls the Parties agree to the following terms:

Redeployment - Which was the opportunity to move employees to different positions within the Organization to limit Layoff to the CUPE Membership. This option will no longer apply, and we will move to layoff and recall only as identified below.

1. Any CUPE staff currently in a redeployment will remain in assignment until no longer required and then placed back on layoff as per the original layoff letter. Employee will have recall rights under this COVID-19 LOU.



## Layoff

1. Layoffs due to the Pandemic will occur in reverse order of seniority within the same department and classification.
2. The layoff and rehiring period will be extended to December 31, 2021.
3. As of January 1, 2022 any employee who has been laid off for a minimum of 1 year total from the original date of layoff will have the right to bump another employee in reverse order of seniority in the same classification and similar appointment types – part time to part time and fulltime to full time. If no positions are available, then their employment will be terminated as per article 8.06.03.
4. During the period of layoff due to this Pandemic, all eligible employees shall continue to accrue seniority and seniority will be reflected as continuous once returned to work in accordance with the Collective Agreement.
5. Layoff notice periods as set out in the Collective Agreement between the Union and the Employer do not apply where Employees are laid off because of COVID-19.
6. It is agreed that organizational wide bumping and displacement, will not occur when Employees are laid off under this COVID-19 LOU.

## Recall

1. Any CUPE positions that would be posted as an employment opportunity, laid off employees will be recalled to those positions in order of seniority provided they have the necessary qualifications as per the existing classification concepts.
2. The process of carving out time will no longer apply under this LOU as the layoff period has been extended to December 31, 2021.
3. Employees laid off in 2020 and who are recalled to a permanent position, will continue to have first priority for reinstatement to their home position if it comes available up to December 31, 2021.
4. Employees laid off in 2021 and later and who are recalled to a permanent position, will continue to have first priority for reinstatement to their home position if it comes available within 12 months from the original date of layoff from their home position.
5. Recalls back to home positions will be based on operational needs for the department as determined by the Employer.

### Displaced

1. The Employer will ensure that the least senior person in the classification and department is displaced. The displaced employee will be placed on layoff with recall rights and will fall under this LOU.

### Benefits

1. The Employer will contribute 2 months of Extended Health benefits to permanent employees currently laid off and for any new layoffs after the date of this LOU.
  - a. If employees accept a recall to a temporary position all requirements of article 7.12.1 Benefits for Temporary Employees must be met to qualify for benefits.
2. All permanent employees laid off will continue to have access to the Employee & Family Assistance Program including during any recall
3. LAPP pension contributions cannot be made during the period of layoff. The Employer will notify LAPP that you have a leave of absence that can be purchased, and you will be sent a Buyback Proposal. This proposal will inform you of what you need to know to purchase the gap in your service.
4. Health Spending account can only be accessed when actively at work.
5. Any unused vacation and banked overtime credits will be frozen in place, unless requested by the Employee, until such time as the employee returns to work, unless the Employer permanently ends employment.
6. During a temporary recall, any vacation time accrued will be paid out each pay period. Overtime hours worked while in a recall cannot be banked.

### Terms

1. These terms are in response to the ongoing economic impact of the COVID-19 pandemic, however either party may seek to renegotiate or cancel this Letter of Understanding with thirty days' written notice to the other party.
2. This LOU covers permanent Employees who qualify under article 8.06 Layoffs and Rehiring. Temporary and Casuals are not covered.
3. Both parties have the right to discontinue this letter of understanding with 30-day written notice, the parties can shorten the 30-day notice by mutual agreement. If mutual agreement can't be determined than all items agreed to will discontinue including but not limited to extended benefits, EFAP, classification & department-based lay off.
4. The parties agree to meet monthly to share information and continue to discuss the impact of the Pandemic in the workplace.

5. Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with article 9 Grievance Procedure.

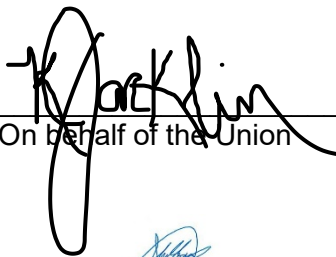
All of which is agreed, this day of March 9, 2021 by:

  
\_\_\_\_\_  
On behalf of the Union


March 10, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

11 March 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

March 12, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Employer

March 9, 2021  
\_\_\_\_\_  
Date

## Q&A

### **1. According to the Collective Agreement I must have the necessary qualifications what does that mean?**

You must meet the minimum requirements listed on the classification concept at the time the recall option is presented to you.

### **2. When will my Extended Health Benefits end?**

Extended Health Benefits are being extended for an additional 2 months from when this LOU is signed. For anyone laid off after the signing of this LOU they will have benefits for 2 months from the date of layoff.

### **3. Can I continue to pay for my Extended Health Benefits with Sunlife?**

If your benefits end you will need to contact Sunlife or another benefit carrier directly to purchase your own benefits. We will not be able to change payment method from Employer to Employee.

### **4. What happens to my Health Spending Account?**

You will be able to submit and access your account only when you are actively at work. (If you return to your home position, recalled to a temporary or seasonal position)

### **5. Will the City of Grande Prairie continue to offer the Employee and Family Assistance Program (EFAP)?**

Yes, all employees who qualified for benefits prior to being laid off will continue to have access to the Employee and Family Assistance Program during layoff.

### **6. I have been recalled for a temporary position what happens to my:**

#### **Layoff date?**

Your layoff date remains the same from when you were originally notified of layoff from your home positions.

#### **Benefits?**

You must qualify for benefits under article 7.12.1 to have benefits reinstated in a temporary position.

#### **Recall to home position?**

You will continue to have first right to reinstatement to your home position until December 31, 2021 if laid off in 2020.

You will continue to have first right to reinstatement to your home positions for 1 year from date of layoff if you were laid off in 2021 or later.

**7. I have been recalled for a permanent position what happens to my:**

**Layoff date/Recall to home position?**

Your layoff period ends however you continue to have first right to reinstatement to your home position until December 31, 2021 if laid off in 2020.

You will continue to have first right to reinstatement to your home positions for 1 year from date of layoff if you were laid off in 2021 or later.

**Benefits?**

You will be reinstated to your benefits with no waiting period

**8. What happens to my LAPP?**

If you are laid off or recalled to a temporary or seasonal position you will not be able to contribute monthly for LAPP. However at the end of the year you will receive a Buyback proposal from LAPP with inform of what you need to know to purchase the gap in service.

For any LAPP related questions please call LAPP directly at 1-877-649-5277 or our Pay & Benefits Administration Linda Sutherland at 780-513-5269.

**9. I have a question that was not answered in this document who can I contact?**

Please contact HR by emailing [hrteam@cityofgp.com](mailto:hrteam@cityofgp.com) or contact your CUPE Executive.