

**Letter of Agreement
between
Canadian Union of Public Employees Local 7797
and
The Neighbourhood Group**

**Re: Covid-19 and Continuing Employment, Working from Home,
Redeployment and Layoff**

Without prejudice,

Whereas the Parties recognize the unique challenges of the Covid-19 pandemic and wish to agree upon measures to provide stability within the organization and to protect income and employment of employees during this time,

The Parties agree to the following:

1. Wherever possible, as determined by Management, Employees will continue their employment while working remotely.
2. Those employees who cannot work remotely and who are providers of essential services will continue to work within the workplace / community, as directed by Management.
3. Where Employees are unable to work from home and are not essential service providers, they may be redeployed within the organization to perform meaningful work that makes the best use of their skills and is within their capacity.
4. Employees that are redeployed will be provided with appropriate health and safety training, as determined by Management, including training specific to Covid-19 measures, and will be trained as required in the position to which they have been redeployed.
5. Employees that are redeployed into a position with a higher regular wage will receive the higher wage for all hours worked in the higher deployment role.
6. Employees that are redeployed into a position with a lower wage, or to do work that is not specifically contemplated in the Collective Agreement, will be paid at their regular rate.
7. An employee who is continuing to perform their regular duties, either from home or in the workplace, will not be required to accept a redeployment, and will suffer

no loss of wages or hours for declining a request to be redeployed. Such an employee who accepts a redeployment will be returned to their regular position (a) upon their request or (b) as determined by the employer, working either from home or in the workplace.

8. Regular FT and PT employees whose hours are reduced as a result of Covid-19 measures, and who either continue to work in their regular positions or who accept redeployment, will continue to receive their regular salary, e.g. an employee who normally works 35 hours per week will continue to be paid for 35 hours per week. Management will attempt to schedule duties as close to an employee's regular hours as possible, however, where sufficient regular work or redeployment is not available, an employee may be laid off.
9. An Employee who may be redeployed as per (3) above, and who is requested to be redeployed, and who declines to be redeployed, may be laid off.
10. An Employee who may be redeployed as per (3) above, but who cannot be redeployed, may be laid off.
11. The layoff provisions of the Collective Agreement shall apply to 9 and 10. With the following agreements:
 - a) In reverse order of seniority within job classifications.
 - b) Waiving the notice requirement in 14.01 to provide 90 calendar days' notice to the union. Employees who are laid off can apply for CERB immediately. Management will top up to 95% of regular pay for the two (2) week notice or pay in lieu of notice period required by 14.02.
 - c) Waiving the bumping rights in 14.03.
12. Notwithstanding Article 14.09, the Employer shall continue the benefits of an Employee who was eligible for benefits and who was laid off as per Sections 9 or 10 until such time as they may be recalled, or to a maximum of six (6) months, and shall continue to pay both the Employer and Employee portion of the benefits premiums.
13. Laid off employees shall be recalled in order of seniority to the job classification they occupied at the time of layoff when operations resume. In the event the previous position no longer exists, employees shall have recall rights as per the Collective Agreement.

14. The Employer shall, top up CERB to 75% of regular wages for employees laid off by TNG. (This does not apply to an employee who requests a layoff.)
15. The Employer and Union agree that these terms are a temporary response to COVID-19 public health concerns and that this agreement expires on July 24th, 2020 unless otherwise agreed by the Parties.
16. The Employer may terminate this agreement prior to July 24th upon providing the Union with twenty (20) business days' notice.
17. Upon termination of this agreement, any employees who were laid off under these terms and who have not been recalled will have bumping rights as per the Collective Agreement.
18. The Employer agrees to exercise its rights under this Letter in a fair and reasonable manner.
19. Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

Signed this 9th day of April, 2020



Employer



Union