

## APPENDIX D – LETTER OF UNDERSTANDING NO. 17

### RE: BUSINESS CONTINUITY

In the event of a disaster resulting in the application of the Corporation's Business Continuity Plan, the parties agree to work together in the best interest of the health and safety of Employees, to resume normal business operations and customer service as soon as possible. It is recognized that this is not a business-as-usual time period and that the parties may be required to make exceptions to the Collective Bargaining Agreement in addition to those noted below.

During the recovery period and depending on the nature of the disaster, the Corporation may incrementally resume full business operations. Business critical areas will receive priority. Not all Employees will be required to work during this recovery period; however, the Corporation will maintain salaries for all Employees for a minimum of thirty- (30) days at which point the decision will be reviewed. If called to work, Employees will be expected to report to work, unless exceptional circumstances warrant consideration.

Depending on the impact of the disaster, the Corporation may not operate from regular business locations. If this is the case, Employees may be redeployed to alternative work locations or may be asked to work from home during this period of time. Geographic redeployments may be required, however, will be kept to a minimum.

It is recognized that in the event of a disaster, special measures will need to be put in place to handle the special health and safety concerns of Employees. It is fully anticipated that the Employer will provide additional and/or special access to the Employee and Family Assistance Program. In addition, an Employee hotline will be established in order to maintain communications with Employees. The Employer also agrees to maintain communication with the Union to ensure the same messages are being provided to Employees.

It is understood and agreed that the following exceptions to the Collective Bargaining Agreement will apply:

- All joint committee meetings between the Employer and the Union will be placed in abeyance until normal business operations resume. This includes, but is not limited to: the Technological Change Committee, the Job Evaluation Committee, and the Employment Equity Committee.
- Article 4 – Leave of Absence with Pay – Leaves of absence will not be granted, unless exceptional circumstances warrant consideration.
- Article 5 – Union Business – A minimum number of elected officers of the Union may be called to assist the Union in resuming Union operations. Otherwise, no leaves of absence will be granted under **Appendix E – Listed Letter of Understanding No. 48** during the recovery period.
- Article 8 – Probation – All probationary periods will be extended by the length of the Employee's absence from their regular position.

- Article 12 – Vacancies and Job Postings – All time requirements for job posting (Articles 12.7 and 12.8) will be eliminated until the conclusion of the recovery period. Postings will be based on business need.
- Article 13 – Applying in a Job Competition – All time requirements in Articles 13.2, 13.7, 13.9 and 13.10 will be flexible, based on business requirements during the recovery period. It is also understood that the competition assessment process may be subject to modification in order that competitions may be filled in an expedient manner.
- Article 15 – Automatic Progression – There will be no automatic progressions during the recovery period.
- Article 18 – Layoffs – During the recovery period the Corporation may incrementally resume full business operations. The Corporation agrees to do everything possible to return Employees to work as quickly as possible. However, in the event that the disaster recovery period moves beyond thirty (30) days, the Corporation may consider alternative measures which may include layoff. In the event of a layoff, the Union and the Employer agree that the thirty (30) days' pay which Employees have received will constitute appropriate notice of layoff. In the event that the Corporation moves to an actual layoff, this decision will be communicated to those subject to layoff. Recall will be in accordance with the priority order of recovery of business applications identified in the business continuity plan.
- Article 19 – Seniority – Employees will continue to accrue seniority for the duration of the recovery period, including any period of layoff.
- Article 22 – Vacation – Vacation will continue to accrue during the recovery period. There will be no approved scheduling of vacation in any area affected by the disaster, until normal business operations have resumed. It may be necessary for the Corporation to cancel vacation for Employees that are assigned to business critical areas and are required for business recovery.
- Article 24 – Benefit Plans – All benefits will remain in effect for all Employees; however, Employees should expect delays in processing.
- Article 26 – Wage Administration
  - Salaries in effect at the time of the disaster will remain in effect, without adjustment, until the end of the recovery period. For the first thirty- (30) days following the disaster, Employees will continue to receive their regular pay even if not required to attend work. It is expected however, that there may be delays in processing.
  - With the exception of Employees on probation, an Employee's regular increment date will remain in effect, with no adjustments for time not worked, during the recovery period. There may be delays in adjustments.
  - Shift differential for regular shift Employees will not apply during the recovery period.

– Article 26.8 will not apply, unless the parties mutually agree that there are exceptional circumstances which warrant consideration.

- Article 27 – TPHD – There will be no adjustments for TPHD for Employees called in to work during the recovery period. All TPHD salaries in effect at the time of the disaster will continue without interruption. TPHD salary increments will remain in effect although there may be delays in adjustments.
- Article 28 – Contracting Out – Regular notice requirements to the Union will not be observed during the recovery period.
- Article 29 – Hours of Work – During a disaster, recovery period hours of work will be undefined. 24 x 7 coverage may be required in certain areas, and shifts may vary in length from a minimum of three (3) hours to a maximum of twelve (12) hours. Employees will be called in on an “as and when required” basis in order to fulfill business requirements. Lunch periods and rest breaks will be paid breaks and scheduled with flexibility, in accordance with business needs.
- Article 30 – Overtime – Normal overtime provisions apply. Employees can expect their regular salary to be maintained with delays in overtime adjustments and payments. Standby and call back premiums shall not apply, and all overtime will be paid out.