

Without Prejudice or Precedent

Between

**Canadian Union of Public Employees,
Local 5167**

(hereinafter the "Union")

and

DARTS TRANSIT

(hereinafter the "Employer")

COVID – 19 – Voluntary Request for Lay - Off

Whereas the World Health Organization has declared COVID-19 a Pandemic on March 11, 2020 and;

Whereas the parties are desirous of ensuring that all employees who work under the Inside Collective Agreement and the Accessible Transit Operators Collective Agreement want to minimize financial impact to the extent possible and;

Whereas employees have requested a voluntary lay off and;

Whereas Article 17.05 of the Collective Agreement between DARTS Transit (Inside Unit) and CUPE and its Local CUPE 5167 states:

The Employer shall notify Employees who are to be laid off five (5) days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of layoff, he/she shall be paid in lieu of work for that part of five (5) days during which work was not made available.

And Whereas Article 17.03 of the Collective Agreement between DARTS Transit (Accessible Transit Operators) and CUPE and its Local CUPE 5167 states

The Employer shall notify Employees who are to be laid off five (5) working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of layoff, he/she shall be paid in lieu of work for that part of five (5) days during which work was not made available.

And Whereas there is not a provision for Voluntary Lay Off.

Therefore, the parties agree:

- That on an individual basis and with the attached signed "Request for voluntary Lay off" the undersigned agree to wave the notification time line provision in Article 17.05 of the Inside Unit Collective Agreement and Article 17.03 of the ATO Unit Collective Agreement
- A member that requests and can be granted a voluntary lay off shall be required to sign the attached Schedule A
- It is understood that in the event there is more than one request for a Voluntary lay off, approvals will be granted in order of seniority.
- All voluntary lay off requests shall be subject to operation requirements as per the Collective Agreement.
- In the event that there is a directive from the World Health Organization, or a government body the parties will discuss any impact to the bargaining unit and the Terms and Conditions under the Collective Agreement.
- This letter of understanding shall be in effect for three months or until such time as the World Health Organization declares the Pandemic over.
- A member who has been approved for a voluntary lay off may request reintegration into the workplace with two weeks notice. Such requests shall be granted so long as work exists.
- These Minutes are without prejudice or precedents to any other matter and may not be relied on in any other circumstance beyond the current request for voluntary lay off due to COVID 19.

Signed this ___ day of March 2020

For the Employer

Jay Bell

Jamison

Bob

For the Union

Schedule A

REQUEST FOR VOLUNTARY Lay-Off

I _____, am seeking a Voluntary Lay-Off from my
Position as a _____.

I have read the attached Letter of Understanding and agree that I am waiving my right to be notified in advance of a lay-off as per Article _____ of the _____ Collective Agreement.

Dated this _____ day of _____, 2020

Employee

For the Union

For the Employer