



BURNABY CIVIC EMPLOYEES' UNION

CUPE LOCAL 23

#114 – 4940 Canada Way, Burnaby, BC V5G 4K6

Phone: 604-298-0200

email: admin@cupe23.ca

COVID-19 Workforce Adjustment FAQs

What is the purpose of this Letter of Understanding (LOU)?

The COVID-19 (Coronavirus disease) is having a major effect on our community, economy, workplaces and way of life. Many of the effects of this public health crisis are not considered by our current structures and practices and Collective Agreements. The purpose of this Plan is:

- to protect CUPE members' employment security and seniority; and
- for our union to work proactively with the Employer to reduce the impacts of the COVID-19 crisis on workers; and
- to provide as much certainty and information as we can about what you can expect in the weeks or months to come; and
- to do as much as possible to protect workers in the long-term so members' jobs and livelihood are restored when the Public Health Crisis is over.

Who is covered by the Letter of Understanding?

All City of Burnaby and Burnaby Public Library members of CUPE Local 23.

Why is a Letter of Understanding needed in addition to the existing Collective Agreements?

Our Collective Agreements cover many different circumstances but what is happening currently with the COVID-19 public health emergency is beyond what the layoff and recall provisions of our Collective Agreements can address, or that were ever thought about having to cover. We need to guarantee seniority and job protection for the long term. The LOU was agreed to ensure that the principles of the Collective Agreement continue to apply with a different approach during the crisis.

Does my Collective Agreement still apply?

Yes. This Letter of Understanding adds to the existing Collective Agreements by modifying or deferring certain Clauses, in particular those around layoff and recall and hours of work, which cannot be applied as normal during this crisis. For those items not covered by this Letter of Understanding, the parts of the Collective Agreement will still apply as normal and extends beyond current protections in the Collective Agreements.

What if there is a disagreement between this LOU and the Collective Agreement?

If there is a difference between the requirements of the Letter of Understanding and the Collective Agreement, the LOU terms apply over those in the Collective Agreement while the LOU is in force. The Collective Agreement language still applies to all other requirements. There is a special dispute resolution procedure in the Letter of Understanding.

When does the Letter of Understanding take effect and when does it end?

The LOU takes effect April 14, 2020 and will continue to be in place until the Provincial Medical Health Officer has determined that the COVID-19 outbreak is "substantially resolved" and will apply until either party gives 30 days' notice.

What does it mean to be “available and fit for duty” during the wage protection period? It means that since the Employer is continuing to pay your wage, you are expected to be available if there is work that they need to call you in for in the City. Being fit and available only applies to your scheduled hours, in the same way you are expected to be fit and available during normal circumstances.

If you are unable to work during your scheduled hours because you are sick, immunocompromised, needing to care for others, or other personal circumstances, you **MUST** call your manager and inform them. If you encounter challenges with those conversations, please contact us for support. It is critical that if you are unable to work you are contacting your manager as soon as you can.

The terms of the LOU in paragraph 8 apply to and ensure there is no interruption in your pay protection. You must communicate changes in your circumstances to the employer. We advise you to inform the union as well.

If my manager wants to assign me duties outside of my job specification, can I refuse? Members are encouraged to be as flexible as possible regarding the assignment of work. The landscape has changed regarding the work we do and how we do it. We are asking members to work with their managers to ensure any concerns of members assuming additional duties are discussed and addressed in a timely manner. All work should be reviewed and be in accordance with the Occupational Health & Safety Regulations. Report any work that seems unsafe to the Union office if you are unable to resolve the matter with supervisor/manager (604.298.0200 or admin@cupe23.ca).

If I’m doing work outside of my classification or position what pay rate will I receive? Members who are assigned work in a classification or position that is at a higher rate of pay will receive a 1 step increase or step 1 of the position/classification assigned. If the work is at a lower pay rate you will receive your regular rate of pay.

Will members receive overtime pay if they work beyond their daily or weekly scheduled hours?

Overtime provisions will continue to be applied if members are working longer than their full shifts (7, 7.5, or 8 hours/day or 35, 37.5, or 40 hours/week depending on your classification).

When am I considered laid off?

You are considered laid off the day after the end of the wage protection period or whenever you cease to draw on your banked leave.

After the wage protection period, can I draw on my banked leave days?

Yes. Examples that you can use are vacation, deferred vacation, sick plan rebate and/or overtime banked hours. Banked time that you choose to use will be paid out at 100%. You are not required to use banked time; it is entirely your individual choice.

What happens to my seniority during the layoff?

Seniority does not accrue during layoff but is preserved for the duration of this Public Health Crisis, until the recall process begins.