

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM
("the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
("the Union")

(collectively, "the Parties")

RE: COVID-19 – LAYOFF AND RECALL PROCEDURES FOR REGULAR EMPLOYEES

On March 11, 2020 the World Health Organization ("WHO") declared the Coronavirus (COVID-19) an international pandemic. Coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). This new virus and disease were unknown before the outbreak began in December 2019.

On March 19, 2020 the Province of British Columbia declared a provincial state of emergency as a result of COVID-19. The various measures instituted by the Province and local municipalities have resulted in the closure of the Employer's facilities and suspension of services and programs to the general public. These closures remain in effect until further notice.

The Parties support the goals and direction of the Provincial Medical Health Officer to minimize the impact of COVID-19 on employees, workplaces and the community.

This Letter of Understanding and the corresponding definitions as found in Appendix A is made on a without prejudice and without precedent basis to the interpretation or application of the Collective Agreement, City policies, procedures and/or practices. This Letter of Understanding does not replace the Temporary Letter of Understanding titled COVID-19: HOURS OF WORK, RENUMERATION AND JOB CLASSIFICATIONS, hereinafter referred to as the "Temporary Letter".

It is expressly understood by the Parties that this Letter of Understanding and the Temporary Letter are interim measures designed to assist the Parties in minimizing the impacts resulting from the COVID-19 health pandemic.

Therefore, the Parties agree to the following terms:

1. Scope

- 1.1. This Agreement applies to all regular employees covered by the 2016-2020 Collective Agreement between the City of Coquitlam and the Canadian Union of Public Employees (C.U.P.E.), Local 386.
- 1.2. In the case of any conflict between the provisions in the Collective Agreement and this Letter of Understanding, the Letter of Understanding supersedes. Where this Letter of Understanding is silent on an issue, the Collective Agreement will apply.

Temporary Letter of Understanding re: COVID-19
Between the City of Coquitlam and CUPE Local 386

2. Duration

- 2.1. Either party may provide thirty (30) calendar days' written notice to cancel the Letter of Understanding following such time as the Provincial state of emergency and associated directives that necessitated the City to suspend and curtail its services and operations, is lifted.
- 2.2. The relevant provisions of the Collective Agreement will apply to decisions made upon termination of this Agreement.

3. General Terms and Conditions

- 3.1. The Parties agree that the terms of this Letter of Understanding satisfy any obligations under Section 54 of the *Labour Relations Code*.
- 3.2. It is agreed the circumstances of any layoffs related to COVID-19 workforce reductions are beyond the control of the Employer.
- 3.3. This Letter of Understanding does not apply to the reduction of the Employer's Temporary or Auxiliary employee workforce. Such reductions will occur as described within the Collective Agreement and/or in accordance with the terms of an Employee's fixed-term contract.
- 3.4. Any layoffs of regular employees will fall under the provisions of "temporary layoff" but may fall outside twenty-eight (28) days as described within the Collective Agreement.
- 3.5. The Parties agree the term "essential" as referenced herein, has no reference or application to Section 72 of the B.C. *Labour Relations Code*.

4. Business Operations and Staffing Levels

- 4.1. Decisions may be made to vary business operations and staffing levels at any time. Any non-statutory minimum staffing level provisions shall not apply.
- 4.2. The City will provide weekly information to the Union on the variation of operations and changes to staffing levels. The Employer will notify the Union of any layoff notice to regular employees at the same time the Employee is notified.
- 4.3. In accordance with the Temporary Letter signed March 25, 2020, employees offered alternate work assignments outside of their current job classification including alternate work hours/schedules, shall report for work in any alternate work capacity as determined by the Employer. Should an employee request to not work in an alternate work capacity for reasons other than safety, such requests will be considered on a case-by-case basis.

5. Wage Protection

- 5.1. Regular Employees who are able to work but cannot due to the Employer's temporary shut-down or reduced operations as a result of COVID-19 shall be provided the following Wage Protections:
 - a) Regular Full Time employees shall be provided wage protection for a period of 4 weeks inclusive of statutory holidays from the date written layoff notice is issued and shall be paid at 100% of the employee's base rate of pay.

b) Regular Part Time employees shall be provided wage protection in accordance with Section 5.1 (a) based on the normal scheduled part time hours of work and will not include any additional auxiliary hours or wages beyond the budgeted base hours.

- 5.2. During the Wage Protection period as outlined in Sections 5.1.(a) and 5.1.(b) above, employees can be scheduled to perform any work within the City for which they are qualified (at their regular rate of pay) or the rate of pay if acting in a higher level position. Employees must report to shifts that they are scheduled to work.
- 5.3. After the expiry of the Wage Protection period described above, employees may use earned entitlements: earned vacation, supplemental vacation, statutory holiday banks (if applicable) and banked overtime. If earned paid leave entitlements are not used, they will remain with the employee.
- 5.4. During the Wage Protection period, all employees will remain available and fit for duty during their regular hours.
- 5.5. The Employer may require employees on vacation or other leaves to return to work. Exceptions will be considered where employees are unable to report for work. Employees called to report for work from vacation will not be subject to any premiums or additional compensation as a result.

6. Notice of Layoff

- 6.1. The Parties agree that this Letter of Understanding satisfies any notice of layoff required under the terms of the Collective Agreement, applicable legislation, or otherwise.
- 6.2. Employees on sick leave, vacation leave, unpaid leave or any other leave, may be issued layoff notice at which point their Wage Protection period will commence.
- 6.3. Employees on long term sick leave with no prognosis for recovery and where the Employer would be unable to accommodate a return to regular or light duties (not related to COVID-19), those employees will continue on sick leave despite notice of layoff. As of the date of signing this Letter of Understanding, any employees who receive written notice of layoff, no new short term sick leave claims will be accepted and existing short term sick leave claims will cease at the start of the Wage Protection period.
- 6.4. Any disputes resulting from the interpretation of this section will be handled in accordance with Section 13 Dispute Resolution of this Letter of Understanding.
- 6.5. Where layoff notice has been issued, for the purposes of processing the employees' Record of Employment ("ROE"), the reasons for layoff will indicate a shortage of work.

7. Layoff Procedures

- 7.1. Where layoffs of Regular employees are required, those layoffs shall be determined on a Department basis by Classification, in the following order:
 - a) Voluntary layoff's;
 - b) Inverse seniority by Classification within a Division in a Department for which the employee holds a regular position.

- 7.2. In accordance with Section 7.1(a) above the Employer may layoff an employee out of the above sequence where an employee volunteers to be laid off, unless the Employer deems their service essential for continued operations. Voluntary layoffs shall be recalled as per Section 8.1 of this Letter of Understanding.
- 7.3. Any employee who voluntarily requests to be laid off forfeits any rights to Bumping procedures as outlined within this Letter of Understanding or the Collective Agreement.
- 7.4. Employees with unique skills may be retained in positions requiring those skills, regardless of their length of service.
- 7.5. Regular employees who are performing work within another classification on a temporary full time basis will be returned to their Regular positions prior to being laid off, if such positions are required.
- 7.6. There will be no bumping while this Letter of Understanding is in effect except as provided for under Section 8.1 below.

8. Bumping

- 8.1. Employees laid off during the term of this Letter of Understanding shall have no bumping rights unless their position is permanently eliminated. The goal of this provision is to have employees return to their previous position when that position is reactivated. The Union and the Employee shall be notified in the event positions are permanently laid off, in accordance with Article 15.7 of the Collective Agreement.

9. Recall

- 9.1. Any employee laid off pursuant to this agreement shall have their recall rights extended by the length of this agreement.
- 9.2. Upon a position being reactivated, employees shall be recalled to their Department, Division and Classification in order of seniority.
- 9.3. If an employee fails to report for work as directed within seven (7) calendar days from the date of notification, subject to satisfactory reasons and/or documentation to support a delayed reporting for duty as determined by the Employer, the employee will have been deemed to have resigned their employment.

10. Entitlement to benefits

- 10.1. The Employer will continue, at the current employer and employee cost share, the following benefits for those employees eligible for benefits for three (3) months following the layoff date:
 - a) Extended Health
 - b) Dental
 - c) Group Life
 - d) Optional Group Life
 - e) EFAP

10.2. After three (3) months from the date of layoff, employees will have the option to maintain benefits for an additional three (3) months if the employee pays the full (employer/employee) costs of the premiums and provides the Employer with postdated cheques. The Parties agree to discuss extension of benefits should the temporary layoff exceed the above noted time period.

10.3. Municipal Pensions

- a) Subject to the Municipal Pension Plan eligibility rules, laid off employees wanting to buy back service will be required to pay both the employer and employee costs to purchase service.

11. Time Treatment after Layoff

11.1. During the time that an employee is laid-off (after the Wage Protection period has ended, and before being recalled), seniority, vacation, sick leave, gratuities, time banks, and all other entitlements shall not accrue.

12. Legislative Amendments

12.1. In the event that either the Federal or B.C. Provincial Government amends any employment legislation, the Parties will meet to discuss the implications of the changes and will attempt to incorporate those amendments to the extent possible within this Letter of Understanding.

13. Dispute Resolution

13.1. The parties will continue to discuss the application and implementation of this Agreement and make mutually agreed adjustments as required. Unresolved disputes will be subject to the normal grievance procedure with agreement to initiate such disputes in relation to the application of this Letter of Understanding or Temporary Letter at Step 2 of the Grievance Procedure.

13.2. The Parties agree to make reasonable efforts to discuss any disputes with a view of resolution prior to initiating the Grievance Procedure.

DATED this 23 day of April, 2020 in the City of Coquitlam.

Nikki Caulfield
Director Human Resources and Corporate Planning

Gord Willis
President, CUPE Local 386

6
APPENDIX A

Definitions:

“Employee(s)” for the purposes of this Letter of Understanding is any employee that is employed by the Employer in a regular, ongoing position and includes Regular Full Time and Regular Part Time with benefits, and Regular Part time without benefits.

“Benefits” are those benefits provided through a third party but administered by the Employer.

“Department” is characterized by title and function. For the purposes of this Letter of Understanding, Departments are defined as: City Manager; Deputy City Manager, Parks, Recreation and Culture; Engineering and Public Works; Planning and Development; Finance and Technology; Civilian Police Services; Fire/Rescue; Civic Lands and Facilities.

“Divisions” are defined as functional or cross-functional work units within a Department.

“Layoff notification” is the date the Employer notifies an employee in writing to advise they have been laid off.

“Layoff date” is the first date following receipt of layoff notice when an employee ceases to continue working.

“Regular” are employees who hold positions of a continuing nature described in the applicable collective agreement as Regular Full Time and Regular Part Time.

“Wage Protection” is defined as any salary an employee receives on an ongoing and consistent basis exclusive of any premiums, overtime, standby or call out pay the employee may receive as a function of working conditions described within the Collective Agreement.

" Workforce" is as defined within the B.C. *Labour Relations Code*.