

TEMPORARY 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 INTERIM MEASURES – HOURS OF WORK, RENUMERATION AND JOB CLASSIFICATIONS

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the City's Collective Agreements, policies, directives and practice respecting the forgoing.

Introduction:

- 1) The World Health Organization ("WHO") defines Coronaviruses as a large family of viruses which may cause illness in animals or humans. In humans, several 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). Specifically, COVID-19 is the infectious disease caused by the most recently discovered coronavirus. This new virus and disease were unknown before the outbreak began in December 2019.
- 2) On March 19, 2020 the Province of British Columbia declared a provincial state of emergency, resulting in the closure of City facilities and suspension of services and programs to the general public. These closures are in effect until further notice.
- 3) The parties will meet and discuss the impact of the public health crises on the workforce and occupational health and safety, and give reasonable consideration to solutions and adaptations, in compliance with legislation, regulations, guidelines, and in compliance with recommendations made by public health officials.
- 4) As the City's programs and services are supported through a variety of employment terms and conditions, some of which are fixed term and auxiliary work schedules, and these programs and services have either been suspended or been to essential service levels, many of these employees are temporarily no longer required.
- 5) It is the intent of this letter of understanding for the Parties to work together towards minimizing the impacts of these reduced service levels on CUPE employees as a result from the COVID-19 pandemic.
- 6) It is expressly understood by the Parties that this Letter of Understanding is an interim measure designed to respond to this health crisis and will terminate with the resolution of COVID-19 related health concerns.

- 7) For the purposes of clarity, an Employee as defined in accordance with the Collective Agreement holds the status of regular full time, regular part time, temporary or auxiliary.

Guiding Principles:

- 8) During the term of reduced service levels and facility closures, it is the intent of the Employer to reduce where possible, any unnecessary disruption to an employee's position duties or hours of work during a period of essential services.
- 9) The Employer is committed to working with employees who may face possible disruption of pay or reduced hours as a result of COVID-19 and to provide meaningful and necessary work during this period, as directed by the Employer.
- 10) To minimize the impacts and reduce the likelihood of reduced staffing through layoffs, the Employer seeks to have flexibility with respect to scheduling and hours of work such that hours of work (daily/weekly) including start and end times, days of week, and standard/non-standard work weeks, may fall outside the terms of the Collective Agreement. The employer and the union, where possible, will consult on such changes.
- 11) If the hours of work are altered to achieve the principles as outlined above, the Union agrees these changes do not attract overtime, standby or call out pay, or premiums for afternoon or evening shifts as would otherwise be applied.

Terms and Conditions:

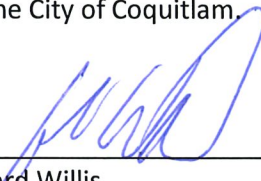
- 12) The Parties agree any variation of work as assigned to any regular employee or class position does not constitute a fundamental change to the position in accordance with the Job Evaluation Agreement.
- 13) Employees holding positions or performing duties classified as Inside who are reassigned to a Outside duties/position will not attract call-out, standby or premium pay as a result of such change.
- 14) The Parties agree that for any employee who performs work for the Employer regardless if that work is carried out at a City facility or through the Employer's Remote Work Program, such work will not attract Call Out Pay; Standby Pay or any associated premium that may be applied for such work.
- 15) If an Employee works overtime beyond 7 or 8 hours per day, regardless if they work a varied schedule based on a standard or non-standard work week, will be paid at the prevailing overtime rates. Any overtime worked should be pre-approved by the employee's manager or supervisor. Such time should be reported on a bi-weekly basis. Overtime will be reported utilizing the standard reporting tools. Where those tools are unavailable due to reduced City services or working remotely, such time will be reported through email or by phone.
- 16) The Parties agree to waive the 48 hours' notice of change in daily or weekly hours as outlined in Article 6.1 (i).
- 17) Where flexible work arrangements or job sharing arrangements can be implemented while meeting the City's reduced operational requirements, the Parties will discuss those options.
- 18) If appropriate, employees can be assigned to another location or department to perform work.

- 19) The Parties agree to utilize the most flexible hours of work schedule as outlined in Schedule A – Notes, regardless if the Note in question applies to the job duties or classification.
- 20) The Parties agree that should the Employer or the union seek to modify this Letter of Understanding for business or operational reasons, the Parties will meet to discuss. In addition, the parties agree to meet weekly to discuss the terms and conditions of this agreement.
- 21) Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure outlined in the collective agreement.
- 22) The Employer or the Union may cancel this agreement by providing 14 days written notice to the other party.

DATED this 25 day of March, 2020 in the City of Coquitlam.



Nikki Caulfield
Director Human Resources and Corporate Planning



Gord Willis
President, CUPE Local 386

