

# Frequently Asked Questions

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## COV CITY AND PARKS & CUPE 1004 COVID-19 FRAMEWORK

*Provided for information purposes only. Not for interpretation.  
Please check back for regular updates as we answer more questions about the Framework.*

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## GENERAL INFORMATION

The goal of the Workforce Adjustment Measures, also known as the “Framework”, is to allow for employment security, the recognition of seniority, and the timely, orderly and predictable payment, assignment, transfer, layoff, and recall of employees who are affected by operational adjustments in response to the progression of COVID-19; and to enable the Employers to deliver effective and essential services to the public.

### 1. Introductory Questions

**Q: Why is this happening and what is the goal of this Framework?**

A: The COVID-19 (Coronavirus disease) is having a major affect on our community, economy, workplaces and way of life. Many of the affects 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
- for our union to work proactively with the Employer to reduce the impacts of the COVID-19 crisis on workers;
- 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.

**Q: Who does this apply to?**

A: This Plan applies to CUPE Local 1004, 15, and 391 members at the City of Vancouver, Vancouver Board of Parks and Recreation, and Vancouver Public Library.

**Q: Why is a Framework needed in addition to the existing Collective Agreements?**

A: 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 Framework was agreed to ensure that the principles of the Collective Agreement continue to apply with a different approach during the Crisis.

**Q: Does my Collective Agreement still apply?**

A: Absolutely. This Framework 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 the Framework, the parts of the Collective Agreement will still apply as normal, or in the case of seniority, are extended beyond current protections in the Collective Agreements.

**Q: When does this Framework take effect and when does it end?**

A: The Framework takes effect immediately (as of March 22) 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.

**Q: Does the Framework dictate staffing levels and layoffs?**

A: No, The Framework does not dictate what staffing levels will be continuing or decide/determine who will be laid off.

## 2. Seniority protection

**Q: Will the Framework and the alternative work require a re-calculation of seniority?**

A: No, unless you are absent without being on an approved leave.

**Q: In the case of members with close seniority (a few weeks apart or even same day hires) should one of them opt for a layoff OR are laid-off and the others keep working could that potentially change their seniority relative to the other members upon return?**

A: For Regular Full-Time employees there is no effect. For Temporary Full-Time and Auxiliary: Yes, because seniority hours are accrued based on straight time hours paid.

**Q: Does this Framework protect my seniority rights?**

A: Yes, and that is one of the major purposes of the document. The Framework states that all employees, including those on approved leaves, shall maintain their current seniority, accrued hours, and service, and that those employees who are laid off shall have seniority protection and recall rights extended to a minimum of 3 months from the expiry of the Framework. This is a stronger protection than we have in our current Collective Agreements.

## 3. Hours of work

**Q: Will I still be able to receive overtime pay?**

A: Collective Agreement overtime provisions continue to apply for any work over 8 hours in day or any work over 40 hours in a week.

## 4. Occupational Health & Safety

**Q: If I am working during this crisis, how is my safety protected?**

A: The City has agreed to make every effort to provide personal protective equipment (PPE) to employees on the job site, including but not limited to, appropriate attire, gloves, hand sanitizer and sanitizing wipes.

The City and Union have agreed to maintain an active dialogue about workplace safety and the impacts of the ongoing public health crisis to workers and worksites to ensure compliance with legislation, public health orders, guidelines and best practices as the situation evolves. Please advise the Union if this is not happening and we will try to resolve.

## 5. Remote work

**Q: Can I work remotely during this crisis?**

A: Maybe, although this is normally not available for most CUPE 1004 members. The Framework provides that the Employers may authorize workers to work from home.

## 6. Dispute resolution

### **Q: What if there is a disagreement between this Framework and the Collective Agreement?**

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

## 7. Other

### **Q: How will this affect my probation? Does that change if I am voluntarily self-isolating?**

A: In the Collective Agreement, it says your probation will not be affected if you have missed less than 10 days of work. After that period of time any other days missed are added onto your probation period.

### **Q: How are current accommodations being dealt with in the Framework?**

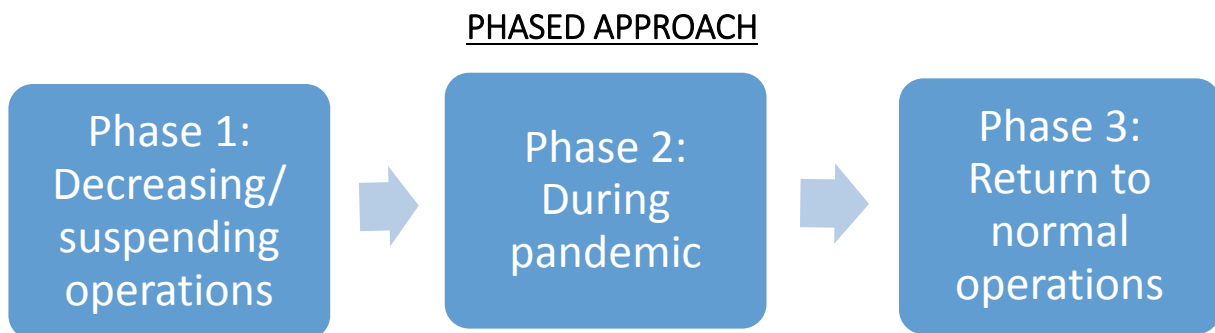
A: The Employer's obligation around accommodation continues. The EOI will ask if you have any work restrictions. Employees must advise of any restrictions and/or accommodation when filling out the EOI.

### **Q: How are those on WorkSafeBC leave dealt with under this Framework?**

A: Your WorkSafeBC claim will continue until you return to work.

### **Q: Are management also being laid off?**

A: The Framework strictly deals with CUPE members.



## 8. [Phase 1: Decreasing/Suspending Operations](#)

This phase is the ramp down of operations due to the COVID-19 pandemic. When the Employer decreases or suspends operations for your workgroup, the following provisions apply:

### 8.1. Suspension of operations

#### **Q: How do I know if operations have been suspended?**

A: You should be advised by your Employer (Superintendent, Supervisor, or Manager).

## 8.2. Layoffs

**Q: How will the City decide who to lay off and does seniority apply?**

A: The Employer is required to make every effort to use the following order in issuing layoffs within each work group (where work group of employees means crew, Urban Forestry, Cemetery, etc.):

1. Employees without seniority
2. Auxiliary and Temporary Full-time employees with seniority
3. Regular employees based on seniority (last person hired is first person laid off)

**Q: How long could I be laid off for?**

A: It is not possible to tell at this point and we will keep members updated, as we know more in the weeks to come. Please know this is a temporary situation and we expect operations will resume once the Provincial Medical Health Officer deems it safe for workers and the public.

## 8.3. Pay protection period

**Q: Is there anything that members need to do to ensure they receive pay protection/continuation?**

A: If you are at work and told to go home because you are laid off, then the answer is no.

**Q: What sort of continuation of wages do I qualify for if I am an Auxiliary employee?**

A: For those with Auxiliary status, you will be paid as follows:

- If you are laid off due to COVID-19, you will be paid for shifts scheduled in the 28 days following the day the operation you work in is being shut down.
- For shifts scheduled on days 1 to 14 of that 28-day period, you will receive your regular hourly pay for those shifts.
- For shifts scheduled on days 15 to the end of the 28-day period, you will receive 75% of your regular hourly rate of pay for those shifts.
- If you do alternative work you will be paid for the rate of pay for the job you are doing.

**Q: What sort continuation of wages do I qualify for if I am a Temporary Full-time employee?**

A: For those with Temporary Full-time status, you will be paid as follows:

- If you are laid off due to COVID-19, you will be paid your regular rate of pay in the 42 days following the day the operation you work in is being shut down, or through to the day your temporary job was scheduled to end before the 42 day period ends, whichever is shorter.
- For days 1 to 14 of that 42-day period, you will receive your regular rate of pay.
- For days 15 to the end of the 42-day period, you will receive 75% of your regular rate of pay.

**Q: What sort continuation of wages do I qualify for if I am a Regular Full-time employee?**

A: For those with Regular Full-time status, you will be paid as follows:

- If you are laid off due to COVID-19, you will be paid your regular rate of pay in the 42 days following the day the operation you work in is being shut down.
- For days 1 to 14 of that 42-day period, you will receive your regular hourly pay for those shifts.
- For days 15 to the end of the 42-day period, you will receive 75% of your regular hourly rate of pay for those shifts.

#### 8.4. Fit for duty during pay protection period

**Q: If I am laid off, do I need to remain ready for work during my pay protection period?**

A: Yes, you do. Employees are responsible for being available and fit for work during the scheduled hours in their 28-day or 42-day pay protection period.

#### 8.5. Accessing banks at end of period and before lay off begins

**Q: Can I access my earned banks after the pay protection?**

A: Yes. Employees may request to draw down their earned banks including vacation, reserved vacation, gratuity and CTO. You would be laid off once you have used everything in your banks.

#### 8.6. No bumping

**Q: Why are we not bumping?**

A: Bumping is a Collective Agreement right, but it is not suited to this Public Health Crisis. Bumping is a useful approach where the layoff is permanent, like when the Employer closes a facility or ends a program. This is not the case here and we know these are temporary layoffs. Our members will have access to bumping, in the final phase of the Framework, when operations return to normal and we may have to face a reconfigured workplace. Layoffs are done by seniority to ensure the senior employees will continue to work.

#### 8.7. Approved vacation/days off during pay protection period

**Q: If I take days off (using my quota banks and or authorized unpaid leave) which was approved. Will that put me in the layoff list?**

A: No. If you have approved time off then you would still have to be advised you are in the pay protection period.

### 9. Phase 2: During Pandemic

This is a period when operations have been suspended/reduced due to the pandemic following the pay protection period.

#### 9.1. Expression of Interest (EOI) assignments:

**Q: How will the Employer know who is available for reassignment after employees are temporarily laid off?**

A: The City is going to create a process for employees to express interest to work in a different position/job and employees can indicate what type of work they are interested in, availability to work non-standard hours and work weeks; work restrictions (if any); and preferred method of contact (phone, email, text, etc.).

**Q: What are work restrictions?**

A: These are any physical restrictions or accommodations related directly to the individual's abilities.

**Q: How will the City choose between qualified candidates?**

A: For short term assignments, the City will choose the first available qualified employee. Short-term assignments are defined as 21 days or less. For long-term assignments (those expected to last longer than 21 days), the City will work to assign the senior qualified candidate from those on the EOI list. When selecting from the EOI list, the City has told us that they will try to assign members from the same bargaining unit as the job being filled.

**Q: If I am on the EOI list, offered a job and don't want to accept it, what happens?**

A: For those already laid off and on the EOI list: You can refuse an offer for work if you don't want to take the position offered (subject to being recalled due to necessity); however, those who have been laid off and refuse 3 work offers over 21 days will be moved to the bottom of the EOI list. This means that you would risk not being offered other work opportunities based on seniority moving forward.

For those still working and receiving pay protection: If you have not been laid off and you refused a work offer you will be considered laid off upon that refusal.

## 10. Phase 3: Return to normal of operations

This is when operations will start to return to normal operations.

*We are currently putting together a series of questions around to answer additional questions about the Framework so please check back for regular updates.*

*If you have specific questions, please email [info@cupe1004.ca](mailto:info@cupe1004.ca).*