



## Frequently Asked Questions

Letter of Understanding on a workforce adjustment between CUPE 387 and the City of New Westminister, New Westminister Library Board, and New Westminister Police Board

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

A: Our community, economy, workplaces and way of life is feeling the effects of the COVID-19 (Coronavirus disease) public health crisis, many of which are not considered by our current structures and practices and Collective Agreements. The purpose of this Letter of Understanding 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 Letter of Understanding applies to all members of CUPE 387 at and the City of New Westminister, New Westminister Library Board, and New Westminister Police Board.

**Q: Why is a Letter of Understanding 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 Letter of Understanding 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: Yes, it does. 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 Letter of Understanding, the parts of the Collective Agreement will still apply as normal.

**Q: What if there is a disagreement between this Letter of Understanding and the Collective Agreement?**

A: If ever there is a difference between the requirements of the Letter of Understanding and the Collective Agreement, the Letter terms apply over those in the Collective Agreement while it 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.

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

A: Auxiliary employees will receive pay continuance up to and including April 17, 2020, based on each auxiliary's average weekly hours worked in the prior 3 months. Auxiliary employees are expected to be available during this period for assignment as required.

**Q: What sort continuation of wages do all other employees qualify for?**

A: All Regular Full Time, Regular Part Time, Temporary Full Time, and Temporary Part Time employees will continue to work their scheduled hours and receive regular wage continuance\_at least up to and including April 30, 2020.

**Q: What happens if they are more staff reductions?**

A: Any temporary layoffs will be determined on work unit basis, by classification, and by reverse order of seniority. There is no bumping - this is intended to minimize disruption and to ensure agility in making adjustments.

Staff adjustments are in the following order: Temporary employees if necessary, and then Regular employees if necessary. Exceptions to this sequence may occur based on operational requirements.



**Q: What happens with my benefits?**

A: Affected employees will receive benefit continuance for 180 days (6 months) from last date worked.

**Q: Can I be reassigned to a different job during the COVID-19 crisis?**

A: Regular Full Time, Regular Part Time, Temporary Full time, and Temporary Part Time employees may be re-assigned to another location, position, work assignment, or department to perform work for which they are qualified.

If an employee is assigned to a higher paying position, they will be paid the higher rate. If assigned to a lower paying position, they will maintain their base position rate of pay.

**Q: When does this Letter of Understanding take effect and when does it end?**

A: The Framework takes effect immediately 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.