

April 20, 2020

COVID-19: Your rights upon redeployment or shift change

CUPE and the other health sector unions are in the process of negotiating the general terms of redeployment with the Health Employers Association of BC (HEABC). While these Principles of Redeployment are not yet agreed to, we know that the BC Ministry of Health has stated that your collective agreement rights will be respected. We appreciate this acknowledgement and assure you that CUPE is demanding that your collective agreement rights remain intact for the duration of this pandemic.

Your rights upon redeployment

CUPE is taking the position that our members be asked to volunteer for redeployment on a seniority basis. If the number of volunteers is insufficient, the employer may then redeploy the balance of employees needed, but by reverse seniority. You are entitled to be job ready in the position you are redeployed to. This means that the employer will provide you with the orientation and/or training necessary for the new position.

Regardless of where you are redeployed, you will remain an employee of your originating employer and will continue to be a member of your CUPE local. As such, you will continue to 'own' the job you were redeployed from and will be returned to that position upon conclusion of the redeployment. You will also continue to accrue seniority and earned benefits for the time worked while redeployed.

Premium Pay and Overtime

For all of our members (CBA and HSPBA), your rights to premium pay and overtime related to shift scheduling/hours of work is as follows:

- If the employer changes your shift schedule without the required 14 days' notice, overtime is paid for the entire first shift of that new schedule worked.
- You are entitled to overtime if you are scheduled to work more than six consecutive shifts or not given at least two consecutive days off of work.
- You are entitled to overtime for all time approved to work beyond the 7.5-hour day or 37.5-hour workweek (in the absence of an overtime waiver and extended workday agreement signed by CUPE and the HEABC).
- The decision as to whether your earned overtime is paid out or banked is entirely at your discretion.
- You are also entitled to a 30-minute unpaid break for each shift of up to 10 hours, and an additional 30-minute unpaid break for shifts of 10 hours or longer.

CBA Members only:

- You must be given a minimum of 12 consecutive hours off duty between shifts, or overtime is paid for all hours short of those 12 hours.
- If scheduled to work on the weekend, a premium of \$0.25/hour will be paid for the entire shift.
- Where a major portion (greater than 50 per cent) of a shift is worked between midnight and 8 a.m., a premium of \$2.25/hour is paid for the entire shift.

HSPBA members only:

- You must be given a minimum of eight consecutive hours off duty between 10 p.m. and the start of your next shift. If this is not provided, our member is to notify their supervisor that they will not be reporting for duty at the scheduled time (without adjustment to their earnings or scheduled shifts).
- Your daily hours of work must be consecutive (i.e.: no 'split shifts').
- Where a major portion (greater than 50 per cent) of a shift is worked between **4 p.m. and midnight**, an evening premium of \$0.70/hour will be paid for the entire shift.
- Where a major portion (greater than 50 per cent) of a shift is worked between **midnight and 8 a.m.**, a night premium of \$3.50/hour will be paid for the entire shift.
- The shift premiums apply to overtime hours worked during the evening or night shift.
- If scheduled to work on the weekend, a premium of \$2.00/hour will be paid for the entire shift.
- If scheduled to be on-call, a premium of \$4.25/hour is paid for all hours on call.
- If called back to work after completing a shift, a minimum of two hours' pay at double time rates is paid.

For all other rights not listed here, please view [your collective agreement](#).