

LETTER OF UNDERSTANDING

Between

The City of Edmonton

(the “City”)

And

**Canadian Union of Public Employees Local 30; Civic Service Union 52;
International Brotherhood of Electrical Workers 1007; Edmonton Fire Fighters Union;
Amalgamated Transit Union Local 569 and Amalgamated Transit Union Local 569, DATS Unit
(collectively, the “Unions”)**

COVID-19: Temporary Layoff Provisions

The 2020 COVID-19 pandemic (the “Pandemic”) is an emergent, unanticipated and unprecedented circumstance where the City and its Unions have jointly agreed to work together to enable the City to provide necessary services to the citizens of Edmonton with the best interests of our employees/members in mind.

The intent of this Letter of Understanding is to have all City employees impacted by the Pandemic treated fairly while helping the City efficiently transition to meet the changing demands and needs of our citizens. To help achieve this goal, the City and Unions agree that this Letter of Understanding will outline the process for **all temporary layoffs and deployments** in response to the COVID-19 Pandemic.

Guiding Principles

- Ensure impacted operations have quick and efficient access to internal temporary City of Edmonton employee resource needs;
- Should the City decide to permanently reduce the workforce during the period of time that this Letter of Understanding is in effect, the regular layoff provisions of the applicable collective agreement will apply.

Temporary Layoff

In cases where the City determines that facility closures and / or any other service reductions are required, the City shall provide the notice as soon as is practicable in the circumstances and layoffs to impacted employees, when necessary, will occur in the following sequential order:

1. Any redeployed employees from other jurisdictions in the organizational unit affected will be reduced;
2. Unfilled redeployment opportunities will be filled by employees of the affected organizational unit so as to reduce the number of layoffs;
3. Temporary employees in the affected organizational unit will be laid off;

4. Provisional employees in the affected organizational unit will be laid off. CUPE Provisional employees will be laid off in reverse order of seniority after taking into primary consideration any specific knowledge, qualifications and/or skills that are difficult or impractical to acquire.
5. Permanent employees in the affected organizational unit will be laid off in reverse order of seniority after taking into primary consideration any specific knowledge, qualifications and/or skills that are difficult or impractical to acquire.

Temporary Redeployment

Each of the collective agreements have a 90 day appointment clause. The City and the Unions mutually agree to utilize this clause and extend the period to 120 days. Employees who are appointed will remain in their current classification and rate of pay during this period.

Benefits

- Employees who are subject to a temporary layoff will continue to participate in some of the City's benefit plans (specifically, major medical, health care spending account, life insurance and dental) to which they were a member of immediately prior to the commencement of the layoff, **except for** Short Term Disability (STD), Long Term Disability (LTD) and the Local Authorities Pension Plan (LAPP). The employee's share of the associated benefit premiums will be deducted from pay using the City's SUB plan payment. Once the SUB plan payment ends, the City will pay both the employee and employer share of the associated benefit premiums until the temporary layoff ends, or this Letter of Understanding ceases (whichever occurs first).
- This period of temporary layoff is not considered pensionable service, therefore pension contributions cannot be made during the period of temporary layoff, nor can employees buy back this period of temporary layoff.
- Laid off employees will continue to have access to the City's Employee & Family Assistance program during the period of temporary layoff.

Job Security

Effective the date this Letter of Understanding is signed, where new work needs are identified, the City will first attempt to utilize and/or redeploy existing City employees before contracting out, having regard to the following considerations:

- the work is not within the scope of the City's job descriptions; or
- the City is unable to absorb the additional work with its current staff compliment, including those laid off; or
- City employees do not possess the necessary skill or experience for the role; or
- the City does not have the necessary tools or equipment to perform the work required
- under exigent and necessary circumstances, the City may contract out, work that could be achieved through redeployment of City employees. If this occurs, City employees in the Redeployment Resource Pool will remain employed, or will be re-employed and transition into this work as soon as practicable.

General Provisions

- During the period of temporary lay off due to this Pandemic, all eligible employees shall continue to accrue seniority and seniority will be reflected as continuous once returned to work.
- Once returned to work, employees who were temporarily laid off due to this Pandemic, shall have their service considered continuous for the purpose of vacation.
- All City employees (permanent, provisional and temporary) who are eligible to receive Employment Insurance (EI) or the Canada Emergency Response Benefit (CERB) due to COVID facility closure or service reduction are eligible to apply for a [Supplementary Unemployment Benefit \(SUB\) Plan](#) for Layoffs. Combined with employees' EI or CERB, the SUB payment will provide employees with approximately 75% of their average weekly earnings (insurable), before deductions.
 - Permanent employees would be eligible for SUB plan payments for up to 16 weeks while in receipt of EI or CERB.
 - Provisional and temporary employees would be eligible for SUB plan payments for up to 8 weeks while in receipt of EI or CERB.
- Any employee who refuses a redeployment assignment without a City approved reason shall be removed from the Redeployment Resource Pool and the SUB and benefit coverage shall be discontinued on the first pay period following such refusal.
- No displacements / bumping will occur.
- Due to the emergent nature of the Pandemic, layoff and recall notice periods as contemplated by the collective agreements between each of the respective Unions and the City shall not apply.
- Union dues shall be discontinued, effective the date of layoff.
- Vacation credits will not continue to accrue over this period of temporary layoff. Any unused vacation and banked overtime credits will be frozen in place until such time as the employee returns to work, unless permanently laid off or terminated.
- Banking of overtime hours worked while in redeployment assignments will not be permitted.
- The City shall make every reasonable effort to return employees to their regular position of employment prior to the Pandemic.
- The City and Unions will meet periodically to share regular updates with each other.
- All provisions of collective agreements will apply upon conclusion of the COVID-19 Pandemic.

This Letter of Understanding shall expire after 120 days of signing this agreement, unless otherwise mutually agreed. This Letter of Understanding will cease to apply to employees in any of the following circumstances:

- The employee resumes their regular position of employment prior to the Pandemic, or similar position; or
- The employee is terminated for just cause; or
- The employee is permanently laid off.

SIGNED this _____ day of _____ A.D. 2020

City of Edmonton

Civic Service Union 52

Canadian Union of Public Employees Local 30

Amalgamated Transit Union Local 569
(Main and DATS)

Edmonton Firefighters Union

International Brotherhood of
Electrical Workers 1007

Copied to: Employee Service Centre
 Talent Acquisition
 Labour Relations
 CEMA
 Redeployment Team