

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 in response to the COVID-19 Pandemic.

Guiding Principles

- 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.
- Recognizing that the City’s current environment may lead to restructuring and reorganization that may impact employees on temporary layoff, the City will work with the affected unions to ensure that the collective agreement rights of temporarily laid off employees are respected.
- Temporarily laid off Employees who work in the Community and Recreation Facilities Branch will return to work as detailed in the attached “ADDENDUM to the Temporary Layoff Letter of Understanding Re: Return to Work of Temporarily Laid off Staff who work in the Community and Recreation Facilities Branch (COVID-19)”
- Any other Employees temporarily laid off under this Letter of Understanding will, upon being called back to work, return to the position they were laid off from unless otherwise mutually

agreed between the City and applicable Union, or unless permanent reductions occur as outlined in the bullets above.

- For any City job that would otherwise be posted internally or externally as an employment opportunity, temporarily laid off employees under this Letter of Understanding will have the same recall rights as regular laid off employees within the applicable collective agreement.
- Specific only to Temporary Layoff situations within CUPE Local 30, Provisional CUPE Employees who are working or on a Recall List shall have first right to their normal seasonal work over all other Provisional or Casual CUPE 30 members.

Temporary Layoff

In cases where the City determines that facility closures and / or any other significant service reductions are required, the City shall provide the notice as soon as is practicable in the circumstances and layoffs to impacted employees. The temporary layoffs 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 ongoing positions) in the affected organizational unit will be laid off - temporary employees in positions with an end date will be terminated early;
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. In cases where the City is seeking exceptions to seniority, each case will be discussed with the Union prior to the lay-off. In cases where the parties do not agree, this initial conversation will be treated as Problem Solving as per the Dispute Resolution Process of each Collective Agreement.

Management/Out of scope employees will not perform work to the extent that it would have prevented the layoff of a unionized employee.

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 or top-up plan payment described below under "General Provisions". Once the SUB (for temporary layoffs on or before July 31, 2020) or top-up (for temporary layoffs after July 31, 2020) plan payments end, 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).

- LAPP Pension: Following return to work from temporary layoff, employees may later apply to voluntarily purchase the whole or portion of the layoff period as a Prior Service Purchase on an actuarial reserve cost basis (employee pays 100% of the cost). It is the current understanding of the City and the Unions that this option will be available in 2021 directly after return to work has occurred and after the current pension plan year closes and associated year end reporting has been completed.
- Laid off employees will continue to have access to the City's Employee & Family Assistance program during the period of temporary layoff.
- Temporarily Laid off Employees who are pregnant and whose delivery date occurs during the period of temporary layoff:
 - Permanent employees who are:
 - subject to temporary layoff and
 - are expecting the birth of a child during the period of temporary layoff
 may be eligible for Supplementary Unemployment Benefit (SUB) Maternity payments, for the physician-indicated health related period of disability following the birth of a child. Eligibility for the SUB Maternity payments shall commence on the delivery date of the child, provided that the employee:
 - was enrolled in the Short Term and Long Term Disability Plans prior to temporary layoff and
 - is eligible for Employment Insurance Maternity leave payments from Service Canada.
 The employee will submit an application to the City confirming the birth of the child. The City will retroactively return the employee to active status on the delivery date (approving 1 day of Short Term Disability benefits at their regular wage rate). If the employee meets the eligibility criteria outlined above, the City shall commence the SUB Maternity top-up payments effective from the first Sunday after the date of delivery.

Job Security

Effective the date this Letter of Understanding is signed, where new work needs are identified, the City will first attempt to utilize 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.

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN:

- All City employees (permanent, provisional and temporary) who are eligible to receive Employment Insurance (EI) due to COVID facility closure or service reduction are eligible to apply

for a [Supplementary Unemployment Benefit \(SUB\) Plan](#) for Temporary Layoffs. Combined with employees' EI, the SUB payment will provide employees with up to one thousand dollars (\$1,000) per month in an attempt to bring their layoff income to approximately 75% of their normal income (before deductions). The Parties acknowledge that for some employees this will be possible but, for others, the \$1,000 allowance will not be enough to reach 75% of their salary.

- Permanent employees would be eligible for SUB plan payments for up to 16 weeks while in receipt of EI.
 - Provisional and temporary employees would be eligible for SUB plan payments for up to 8 weeks while in receipt of EI.
- Employees who were temporarily laid off during the pandemic on a previous occasion, and have exhausted all of their 8 or 16 week top-up entitlement, are not entitled to any additional top-up, during the life of this agreement. If laid off employees returned to work or were redeployed before all of their 8 or 16 week top-up entitlement was exhausted, the remaining top-up will be paid during the future temporary layoff period, as applicable. The top-up is a one-time entitlement provided over the applicable number of weeks identified above.

OTHER PROVISIONS:

- During the period of temporary lay off, 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 LOU, shall have their service considered continuous for the purpose of vacation.
- No displacements / bumping will occur in the temporary layoff process.
- Layoff and recall notice periods as contemplated by the collective agreements between each of the respective Unions and the City shall not apply in the temporary layoff process.
- 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.
- The City shall return employees, who are returning to work from temporary layoff, to their regular position of employment prior to the Pandemic, wherever possible. For employees in the Community and Recreation Facilities Branch, see Addendum A.
- The City and Unions will meet weekly to share regular updates with each other.
- All provisions of collective agreements will apply upon conclusion of this letter of understanding.

This Letter of Understanding shall expire **at 4:30 pm on December 31, 2021**, 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
- The employee is terminated for just cause; or
- The employee is permanently laid off.

**ADDENDUM "A" to the Temporary Layoff Letter of Understanding Re:
Return to Work of Temporarily Laid off Staff who work in the Community and
Recreation Facilities Branch (COVID-19)**

The City and the Unions agree that in consideration of the unique nature of the work in the Community and Recreation Facilities branch, temporarily laid off employees returning to work as business resumes will return in order of seniority within their job classification, with some exceptions. The following terms have been agreed to for the return of employees temporarily laid off from the Community and Recreation Facilities branch.

1. This agreement is specific to Employees who work in the Community and Recreation Facilities branch.
2. Returns will be in order of seniority across the Community and Recreation Facilities branch within the same job classification. Some employees may be returned to different facilities than they were temporarily laid off from.
3. The exception to 2. above is where a position requires specific knowledge, qualifications and/or skills that are critical to running the facility or program and are difficult or impractical to acquire in time for return to business. The operational area leader, Labour Relations and the impacted union will review the request in advance of the return to work decision being made.
4. If operations require Employees to return to work, the Employees shall return in the sequence outlined in this letter of understanding. If an Employee requests an exception at the time of recall, the City will consult with the Union and discuss potential solutions before making its decision. If a solution is not achieved and if the employee refuses the recall opportunity, the employee will be deemed to have abandoned their employment with the City.
5. While there is no entitlement to return back to their pre-temporary layoff facility or job, if the Employee accepts a return to a different facility when called, there will be consideration given to later return back to their pre-temporary layoff facility or job when that facility reopens. Employees may express interest in working at their former facility through regular processes.
6. Employees offered to return to a different facility than their pre-temporary layoff facility, will be allowed up to one calendar week to confirm whether they accept.