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 referred to hereinafter as “the Unions”)

COVID-19: Redeployment of Employees

The COVID-19 pandemic is an emergent, unanticipated and unprecedented circumstance where the City and its Unions jointly agree 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.

Principles

1. The Parties to this Letter of Understanding will agree to work together to ensure employees/members have continuity of work and are safe during this time.
2. The City and the Unions agree to further adjustments to collective agreements to provide the parties the ability to make reasonable adjustments / alterations. These adjustments would require the Union’s agreement as a pre-condition of the adjustment / alteration, but it would allow the Unions and the City to deal with issues as they arise and quickly reach reasonable solutions.
3. Union jurisdiction lines will not be a barrier.
4. A list of employees who are redeployed will be maintained and updated by the City. On a bi-weekly basis, employees’ names who are assigned work outside of their normal jurisdiction will be shared with the relevant Unions.
5. Employees who are redeployed will not suffer a negative impact to their hourly pay rate regardless of redeployment.
6. Should there be a necessity to reduce staffing within a union, redeployed employees from other jurisdictions would be reduced first.
7. As operational needs evolve, decisions will need to be made quickly. Every reasonable effort will be made to consult with the Union(s) before decisions impacting their members are made, however, it is understood that this will not always be possible to address emergent issues. The affected Unions will be contacted as soon as possible and necessary adjustments will be made to decisions as appropriate.
A document titled, Terms and Conditions of Redeployment (Appendix I) will outline the details with respect to terms and conditions of redeployment. Appendix I will be regularly updated and communicated to employees and Unions.

This Letter of Understanding shall expire after 120 days of signing of the agreement, unless otherwise mutually agreed.

SIGNED this 20 day of March A.D. 2020

CITY OF EDMONTON

Civic Service Union 52

Canadian Union of Public Employees 30

Amalgamated Transit Union Local 569
(Main and DATS)

Edmonton Firefighters Union

International Brotherhood of Electrical Workers 1007

Copy: Employee Service Centre
Talent Acquisition
CEMA
Application
All collective agreement provisions apply, unless otherwise stipulated below. If there is a difference between the collective agreement provision(s) and the terms and conditions set out below, this Appendix shall apply.

Union Jurisdiction
- An employee who is redeployed shall remain affiliated with their existing bargaining unit and regular union dues will continue to be deducted and forwarded to that Union.

Hours of Work
- Employees’ standard paid daily hours of work/biweekly hours of work will not change. For example, an employee who normally works 7.5 hours per day and works an 8 hour shift in their redeployment assignment will be paid 7.5 hours at the regular rate, and 0.5 hours overtime.
- Shift schedules, including days of work, start and end times will be as required by the specific work assignment.

Overtime
- Any hours worked by employees in the position to which they are redeployed, that are in excess of their regularly scheduled daily hours in place prior to their redeployment, will be paid at overtime rates per that applicable collective agreement.

Rate of Pay
- Rates of pay will remain the same during the employee’s period of redeployment.

Shift Changes
- All reasonable effort will be made to ensure employees are provided at least twenty-four (24) hours’ notice of any change to their shift. No overtime payment is due however if this is not possible.
- Employees will be provided with a minimum of eight (8) hours off between shifts.

Health & Welfare Benefits
- As employees’ standard paid daily hours of work/biweekly hours of work will not change and they will remain in their pre-redeployment Union jurisdiction, health and welfare benefits will continue to apply as they did before redeployment.

Safely and Training
- Management of the area that the employee is redeployed to is responsible for training redeployed staff on every new work activity they would perform to protect their health and safety. An employee should not perform an activity until they have been trained to do so.
- Management of the area that the employee is redeployed to is responsible for ensuring the employee is aware of any Personal Protective Equipment (PPE) requirements.
- Redeployment Resource for Supervisor
Employee Status

- No employee redeployed as part of the COVID-19 Employee Impact Mitigation plan shall automatically become a permanent employee by virtue of being continuously employed for a period of 12 months or more due to redeployment.