

Letter of Understanding

Between:

The City of Edmonton
("the City")

AND

Amalgamated Transit Union Local 569
("the Union")

RE: Temporary Remote/Hybrid Work Agreement

As the provincial Government of Alberta lifts public health orders, in place due to the COVID-19 pandemic, employees will be required to return to a City workspace, from their current home setting, by January 4, 2022.

Unless otherwise agreed as per below, every Employee's place of work will be a City workspace in accordance with the City's Workplace Reintegration Plan.

The work to develop a permanent remote/hybrid work program will continue however in the interim the parties agree that the following applies:

- An Employee may request approval from the City to continue working remotely from home in a hybrid work arrangement, in accordance with a process(es) to be determined by the City.
- Any employee approved for this program may be required to work at least 2 days a week in an assigned City workspace.
- At the discretion of the City, any individual Employee may be directed to return to a City workspace and/or to work remotely from home during the term of this agreement.
- Subject to operational requirements, any Employee directed to return to a City workspace will be provided with a minimum of 30 calendar days' notice, unless a shorter period is otherwise mutually agreed to between the City and the Employee.
- In cases where an Employee is directed to return to a City workspace but requests an exemption from that requirement, arising from a potential legal duty to accommodate, the City will consult with the Union and discuss potential alternatives before making its final decision. While the City and the Union shall make best efforts to conduct such consultations in a timely manner, if operational requirements necessitate an employee's return, the Employee shall return to a City workspace prior to the conclusion of consultation if directed to do so by the City. If an Employee refuses to return to work to the City workspace or, following consultation with the Union, if the City maintains its return to work direction and the Employee refuses to return to work to the City

workspace, the Employee will be deemed to have abandoned their employment with the City and will be terminated.

- Any Employees approved by the City to remain working remotely from home for any period of time, shall continue to follow all terms, conditions, requirements and restrictions as were applicable during the temporary work from home arrangement during the pandemic, or as otherwise set forth by the City.
- Notwithstanding that an Employee may be working from home or in a blended home/City workspace setting, the Employee may from time-to-time be required to attend a City workspace or other locations (e.g. meetings, training etc.), as identified by the City. In this case, it is mutually understood that less than 30 days' notice may be provided to the Employee.
- This LOU expires March 31, 2022, or when a permanent remote work program is otherwise agreed to and effective, whichever occurs first.

AGREED this 25th day of NOVEMBER A.D. 2021

Ruth Strong - Senior Negotiator, Employee Relations & Compensation, City of Edmonton

Steve Bradshaw - President, Amalgamated Transit Union Local 569 (Main and DATS)