

## LETTER OF UNDERSTANDING

between

**The Edmonton Space and Science Foundation**  
(Hereinafter referred to as the Employer)

-and-

**CIVIC SERVICE UNION 52**  
(Hereinafter referred to as the Union)

### Temporary Layoff and Recall: COVID-19 Pandemic

Further to the facility closure and service reductions as a result of the recent COVID-19 Pandemic, the following outlines a temporary layoff and recall agreement between the parties.

#### **A. Guiding Principles**

- Collective Agreement Clauses 27.01 and 27.02 shall continue to apply for temporary layoffs.
- The language in this Letter of Understanding will expire on August 31, 2020, or earlier at the mutual agreement of the parties.
- If required, the Parties agree that this Letter of Understanding can be extended following August 31, 2020.
- The Parties agree that such extensions can be done electronically and that such agreement will come from the President of CSU 52, or their designate and the President and CEO of the The Edmonton Space and Science Foundation, or their designate.
- In the event permanent layoffs are needed, layoff provisions of Articles 27.01 and 27.02 of the Collective Agreement shall apply.
- The Employer and the Union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

#### **B. Temporary Change in Job Duties and Remote Work**

- 1.0 If an employee has available work to perform on-site or has been approved to temporarily work remotely, whether in their base position or through assigned duties as required, and can do so safely, efficiently and effectively, the Employer may allow them to continue to work until the Employer deems there to be a shortage of work for the employee. Should the Employer deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this letter of understanding.

#### **C. Temporary Change in Job Duties and Layoffs**

- 2.0 The Parties agree that if an employee has the requisite skills, knowledge, and ability to perform duties outside of their current job classification, the Employer may redeploy that employee to other duties.
- 2.1 The Parties agree that a redeployed employee will not **solely** perform work outside of their own classification for more than a week. If a temporary change in duties is anticipated to be of more than a week in duration, the parties will discuss the matter on a case-by-case basis.

2.2 For those employees currently working, or for those employees that shall be recalled in the future, in the event of further temporary layoffs due to work shortages, employees within the affected service point/department and the affected level(s) shall be temporarily laid off in reverse order of **Union seniority** in accordance with the Collective Agreement

3.0 The Parties agree that the recall process from a temporary layoff shall be determined in the following order:

- i. Employees from the service points/departments being recalled;
  - a. Seniority within the job classification being recalled

#### D. Recall Provisions

- 4.0 Notice of recall shall be primarily communicated through phone calls, the Employer's intranet, and email system.
- 4.1 An employee must respond to the request for recall within four (4) calendar days of the notification of recall with the designated contact their intention to report to work.
- 4.2 The employee must report to work within seven (7) calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer.
- 4.3 Employees refusing recall, for fair and reasonable purposes, shall not lose their seniority standing for potential future recalls. As well they shall continue to accrue seniority while on temporary layoff
- 4.4 Employees that that fail to respond to the Employer within the required four (4) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall without reason may be subject to discipline up to and including termination.
- 4.5 The parties agree that permanent full-time employees can choose to be recalled in a part time capacity, through mutual agreement. This will not affect an employee's permanent full-time status. The Union will be notified of all permanent full-time employees returning in a part time capacity.

#### E. Other

- Union dues will not be deducted from employees that have been temporarily laid off.
- All employees shall continue to accrue seniority during the pandemic, regardless if the employee is working or is in a temporary layoff.

SIGNED this 15<sup>TH</sup> day of may, A.D. 2020

TELUS World of Science



President and CEO

CIVIC SERVICE UNION 52

