

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: WORK FROM HOME

The Parties recognize work from home as a viable work option that permits an employee to perform their job responsibilities at a location other than the traditional offices of the Employer. The Employer is committed to expanding work from home opportunities to more positions.

Criteria for Eligibility

Ability to work from home will be based on the following criteria:

- The employee will have completed their probationary period or trial period, where applicable;
- The employee's current (previous 12 months) performance;
- The employee must have a safe and private workspace to maintain confidentiality and productivity;
- The needs and suitability of the employee, position, duties and work group, including:
 - The nature of the work is suitable and conducive to be performed from home.
 - Performance and productivity measures are in place for the position.
 - Working from home does not interfere with operational requirements.
 - Information security and privacy policies must be adhered to regardless of work location.

Requirements

- Work must be conducted from the employee's primary residence in Manitoba;
- Employees are expected to come to the office in person when required by their leader. Leaders will provide at least one business day of notice when their attendance is required;
- Employees are responsible for all costs associated with setting up and maintaining their home office.

Employees will have the ability to work from home up to three days per week. There will

be core hours during which all work from home employees must be readily available. These core hours will be set by the Employer and appropriately documented.

Process

Work from home requests will be initiated by the employee, and are first presented to an employee's director and ultimately decided by a vice president working in conjunction with Human Resources. The Union will be notified of all work from home requests and decisions rendered.

Decisions to deny a request or grant a request on a modified basis will be supported by reasons that are objective and clear, fairly and consistently applied, and in keeping with the criteria outlined above.

A decision that the employee or the position is not suitable for this type of arrangement (work from home) is subject to grievance but not arbitration.

Implementation

The Employer agrees to complete a review of all in-scope positions within 45 days of the effective date of this Letter of Understanding to determine suitability for a work from home arrangement. The list of eligible positions will be provided to the Union upon completion of the review.

At the conclusion of the review process, requests that have been made prior to the effective date of this LOU and have not been responded to, will be considered in the order in which they were received. The Employer will respond to those requests within 30 days.

Simultaneously, the Employer will open up the request process to all other employees in eligible positions, providing them with a 14 day period to submit requests. For requests made within this 14 day period, seniority will prevail. The Employer will respond to applicants no later than 30 days following the application deadline.

Future requests will be considered in the order in which they are received. In the event of multiple concurrent requests within a specific area or department, seniority will prevail.

The Employer will review all in scope positions on an annual basis to determine eligibility for the work from home program and will provide the Union with an update on any changes to the list before the end of each calendar year.

If a new job is added to the work from home program, the Employer will open up the request process to all employees in the new position, providing them with a 14 day period to submit requests. For requests made within this 14 day period, seniority will prevail.

Criteria for Removal

Once participating in the work from home arrangement, employees can be removed from the program subject to the following:

- The employee is not meeting performance expectations;
- The employee becomes subject to a formal attendance management plan;
- The employee receives disciplinary action that is relevant to the work from home arrangement.

If the Employer determines that a work from home arrangement results in the organization not meeting its business or operational needs or that a work from home arrangement is not in its best interests, then the Employer is entitled to discontinue the work from home arrangement upon thirty (30) days' written notice to the Union and any employees impacted by the discontinuation of the work from home arrangement. The Employer agrees that, in making a determination to discontinue a work from home arrangement, it will act fairly and reasonably and in a manner which is not arbitrary or discriminatory.

Where the employee has been in the work from home arrangement longer than six (6) months the employee may request the work from home arrangement be terminated. The request to discontinue the work from home arrangement must be in writing. The Employer will comply with the request as soon as reasonably possible but must have arrangements made for the employee to return to a regular work station at the Employer's offices within six (6) months of receiving the request to return from the employee.

Work from Home Trial Period (Employer)

Where the Employer approves a work from home request, the Employer will allow a period of no less than three (3) months and up to six (6) months to decide if the employee and the position lends itself to the work from home arrangement (the six [6] month time frame may be extended by mutual agreement of the Parties).

In situations where the Employer determines that the employee or the position is not suitable for work from home the Employer will inform the incumbent and the Union in writing of the reasons for the decision thirty (30) days prior to the discontinuation of the arrangement.

A determination that the employee or the position does not lend itself to this type of arrangement (work from home) is subject to grievance but not arbitration.

Work from Home Trial Period (Employee)

Employees who request a work from home arrangement are given a trial period of six (6) months from the date they start working from home to decide if they wish to continue with the work arrangement on a long-term basis. If, during the initial six (6)

month period, the employee decides not to continue the work from home arrangement they will be provided a regular work station at the Employer's offices as soon as reasonably possible.

Equipment

It is anticipated that equipment requirements will be minimal. The employee is responsible for any additional equipment costs; that is any costs above that which are normally provided by the Employer. This refers to both purchase and maintenance. Equipment must meet standards determined by the Employer. Equipment provided by the Employer will be used solely for the purpose of the work of the Employer.

Employees are expected to perform their duties in a safe and healthy environment that conforms to the Employer's security and confidentiality protocols. Employees may be asked to demonstrate how these needs are being met.

Incidentals

When required to attend the offices of the Employer, employees are responsible for any related travel and parking costs.

Traditional work stations may not be maintained. It is anticipated that the Employer will provide a suitable work area (vacant station or meeting room) as required.

Review

All work from home arrangements are to be reviewed by the employee's director, in conjunction with Human Resources on an annual basis in consultation with the employee. A report outlining how the work from home arrangement is working, any concerns with the arrangement and any recommendations related to the arrangement is to be supplied to the Director of Human Resources/Designate and the appropriate Union Representative.

This Letter of Understanding will be attached to and form part of the Collective Agreement.


Signed this 28th day of February, 20 22 at Winnipeg, Manitoba.

**FOR:
WORKERS COMPENSATION BOARD
OF MANITOBA**



**Richard Deacon, President and Chief
Executive Officer**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1063**



Rick Rennie, CUPE Local 1063 President



**Stephen Terichow-Parrot, National
Representative**