

MEMORANDUM OF UNDERSTANDING #1

RE: Remote Work

This Memorandum of Understanding is made the **13th day of February 2024**

BETWEEN: ALMA MATER SOCIETY (Employer),

AND: MoveUP (Canadian Office and Professional Employees International Union Local 378) (Union)

This memorandum will apply to all permanent full-time employees of Alma Mater Society who are members of MoveUP.

Overview:

The AMS would like to trial giving some eligible employees the ability to work remotely from one to two days a week with the approval of their manager. Employees will perform essentially the same work that they would at their actual workplace in accordance with performance expectations and other terms determined by their supervisors or managers. Remote work arrangements are approved on a case-by-case basis, and do not replace or eliminate the requirement for regular, in-person attendance. Staff approved for remote work understand they may be required to attend the workplace at any given time at their own expense.

Remote work arrangements may not be feasible in all cases or for all positions and requests should not compromise continuity of operations for members of the AMS, its clients and the performance of essential functions of each department.

Remote Work Agreement:

Once you have been approved to work remotely, your supervisor will explain (1) how you should plan to fulfill work expectations remotely and (2) how to plan to communicate regularly with co-workers, supervisors, clients and members of the AMS during regular work hours. Work performed remotely or from home is considered official business; therefore, departments may establish specific conditions that apply to employees engaged in remote work. Remote work location must remain within British Columbia.

Except as expressly agreed, remote work does not change the terms and conditions of employment as set out in the collective agreement, and those terms and conditions will continue to apply.

The AMS reserves the right to modify the temporary remote work arrangement at any time. Employees may be required to return to the central workplace if deemed as having performance or work-related problems, or if the AMS feels it is in the best interest of the Society.

Hours of Work:

The amount of time and work hours that the employee is expected to work will not change due to participation in a temporary remote work agreement. Hours of work should remain the same unless specified in the agreement. The employees agree to apply themselves to work and be available to communicate with their co-workers, supervisor(s), clients and members of the AMS during work hours.

Normal procedures will be followed for the approval of overtime/flextime, leave of absence, sick time and vacation. All employees are responsible for reporting all hours worked each week in Dayforce. Failure to enter time or failure to obtain approval for overtime, can result in the termination of the temporary remote work arrangement or other disciplinary action.

Compliance with the AMS Policies:

Employees must agree to comply with AMS rules, policies, handbooks, practices, and instructions and understand that violation of such may result in the termination of the temporary remote work arrangement, and/or be subject to discipline for just cause under Article 11 of your collective agreement.

Security of Information and Records:

Employees are responsible for the security of all documents and records in their possession while remote working and must adhere to the AMS IT and other security procedures to ensure confidentiality and security of data. Employees working remotely agree not to share individual log-in passwords with anyone outside of the AMS. Any use of restricted-access information or materials at an alternate work location must be approved by the manager, along with procedures for removing and returning those materials. Employees approved to remote work agree that their access and connection to the AMS network(s) may be monitored to record dates, times, and duration of access. If any unauthorized access or disclosure occurs, the employee must inform the direct supervisor immediately.

Equipment and Materials:

If employees are approved to work remotely and are using AMS equipment and experience equipment malfunction they should contact IThelpdesk@ams.ubc.ca to address the issue. Any damage or theft of the equipment should immediately be reported to the supervisor. Employees who have been temporarily assigned the AMS equipment must return the equipment when the remote work arrangement ends.

When employees are authorized to use their own equipment, the department will not assume responsibility for costs of repairs, maintenance, or service. The AMS is also not responsible for providing additional equipment to enable staff to be able to work remotely such as a laptop, monitor, desk, or chair.

Other Costs:

Under this temporary policy, the AMS is not responsible for operating costs (such as electric bills, internet, etc.), home maintenance, or other costs incurred by employees in the use of their homes as alternate work locations.

Liability:

The AMS assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability damages to employee's real or personal property resulting from participation in the remote work program. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Workers' compensation does not apply to injuries of any third parties or members of the employee's family on the employee's

premises. Employees agree to practice the same safety habits they would at the AMS work location and maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

Employees Ineligible for Hybrid Work – Wellness Hours:

Permanent full-time employees that are not eligible for remote work will accrue Wellness Hours in lieu of the ability to work remotely. The Wellness Hours you accrue will depend on the hours worked. 2.5% of the hours worked in a pay period will be put into your Wellness Hours for accrual. Vacation, sick, holiday or other leaves of absence will not count towards your wellness hours accrual.

Wellness Hours for personal reasons may be granted provided that such leave does not interfere with the operations of the department. Such leave must be taken where it is mutually agreed upon by the Employee and Employer.

This benefit must be used in the year which it is accrued and you cannot go into a negative balance.

The ability to accrue Wellness Hours does not apply to employees who are given the option of hybrid work but do not want to work a hybrid schedule.

Termination of the Temporary Hybrid Work Agreement & Wellness Hours

The AMS reserves the right to modify and/or terminate the temporary remote work arrangement and Wellness Hours with two weeks notice. Employees may be required to return to the central workplace at any time if deemed as having performance or work-related problems, or if the AMS feels it is in the best interest of the Society.

This memorandum of understanding will take effect on **October 1, 2023**.



Justin Lieu
Managing Director
Alma Mater Society



Phillip Barga
Union Representative
MoveUP