

(Errors and Omissions Excepted)

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**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CITY OF EDMONTON**

(the "City")

- and -

**CIVIC SERVICE UNION 52**

("CSU 52")

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The parties agree to the terms of this Memorandum of Settlement as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the first day of the pay period following ratification by both parties.

The undersigned representatives of the parties do hereby agree to present and support to their respective principals the following changes to the previous 2021-2024 Collective Agreement.

1. **Term**

The collective agreement will have a three year term, commencing on December 29, 2024 and ending on December 11, 2027 (pay period #26).

2. **General Wage Increase**

Appendix I – Schedule of Wages – shall be subject to a general wage increase as follows:

**2025**

December 29, 2024 (pay period #1) - 2.75%

(in addition to monetary items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19 below)

**2026**

December 14, 2025 (pay period #26) - 3.00%

**2027**

December 13, 2026 (pay period #26) – 3.00%

Retroactivity shall apply in accordance with Articles 7.02.01, 7.02.02 and 7.02.03 of the Collective Agreement.

3. **New 5.04.02 Audit of Union Dues**

In the first quarter of each year, the City will meet with the Union's auditor to allow for an audit of Union dues. The auditor will randomly select records for two percent (2%) of the membership and will perform calculations to ensure that dues are being appropriately calculated and forwarded to the Union.

4. **6.07 Shift Differential**

AFTERNOON SHIFTS

Those employees who work a scheduled shift one half (1/2) or more of which falls between 16:00 and 24:00 hours (4:00 p.m. and 12:00 midnight) shall receive a shift differential of one dollar ~~twenty ten~~ **twenty** cents (\$1.~~2010~~) per hour **for each hour of that shift** ~~hours of work.~~

MIDNIGHT SHIFTS

Those employees who work a scheduled shift one half (1/2) or more of which falls between 24:00 and 08:00 hours (12:00 midnight and 8:00 a.m.) shall receive a shift differential of one dollar ~~twenty~~ **seventy-five** cents (\$1.~~7520~~) per hour **for each hour of that shift** ~~for said hours of work.~~ An employee shall not be eligible for shift differential for hours worked at premium rates, except that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

5. **Safety Boot Subsidy**

8.06 Safety Boot Subsidy

Where the conditions of employment demand or require the use of safety boots or shoes, the City will subsidize either:

- the purchase by an employee of safety boots or shoes approved by C.S.A. and the Department, or
- the refurbishment of such safety boots or shoes,

**to a maximum of \$200.** ~~in the amount of 50% of the cost of such safety boots or such refurbishment or \$60.00, whichever is the lesser.~~

Employees who have received a safety boot subsidy and who request a subsequent

subsidy shall show just cause why they should receive a subsequent subsidy.  
Employees who do not complete 30 days' continuous employment with the City shall not be eligible for a safety boot subsidy.

6. **6.06 Temporary Change of Duties**

**Article 6.06.01 shall be amended as follows:**

On each occasion that an employee is appointed, in writing, to relieve in a senior position coming within the jurisdiction of this collective agreement, which requires them to perform duties of a higher level than those which would normally be assigned the position for which they are employed on a regular basis, for one (1) day or more (statutory holidays included), they shall be remunerated for the whole of the period **at a step that is at least five percent (5%) higher than their current step** ~~increase to the first step above their present salary in the salary range of the relieved position, unless such increase conflicts with Article 6.06.03. or to the initial salary of the relieved position, whichever is greater.~~

Employees who are appointed to relieve in a position which encompasses the Opportunity Class Concept shall be remunerated **for the whole of the period at a step that is at least five percent (5%) higher than their current step** ~~the first step above their salary in the salary range identified by the Class Code in Appendix I for such Opportunity Class, unless such increase conflicts with Article 6.06.03.~~

7. **7.01.03 Provisional Step Increments**

Subject to satisfactory performance, an employee will be eligible for an increment upon attaining provisional status. In order to be eligible for further increments, the provisional employee must maintain provisional status and satisfactory performance. Provisional employees will receive further increments after each period that they have worked ~~1,755 hours~~ **the hours equivalent of the months outlined in each step in article 7.01.04** until they reach the top step in the range assigned to their class.

8. **Domestic Violence Leave**

A new article shall be added to the Collective Agreement:

**XX.xx Domestic Violence Leave**

**An employee experiencing domestic violence, as defined in the Employment Standards Code, shall be entitled to up to 10 days paid leave in a calendar year.**

## **Part II**

### **9. Housekeeping Part II, 1.05**

~~Upon the recommendation of a Department Head, t~~The Plan Administrator shall have the discretion to waive the benefit reduction

### **10. Glucose Monitoring Systems**

Direct Alberta Blue Cross to include both Continuous Glucose Monitors and Intermittent Glucose Monitors and associated supplies for CSU 52 members.

### **11. Major Medical Exclusions**

Update language in 5.02.01

~~Drugs for the management of obesity or weight loss, sexual dysfunction, fertility and hair replacement are not eligible for reimbursement.~~

To reflect removal of exclusions for:

- Weight Loss Drugs
- Sexual Dysfunction Drugs
- Fertility Drugs
- Hair Growth Drugs

### **12. Psychological Benefits**

- Increase benefit from \$1000 to \$2000
- Add Registered Social Workers as prescribers

## **Letters of Understanding**

### **13. LOU #1, Work Experience/Placement Programs and Summer Students**

Renew and update wages per the general wage increase. Re-number if appropriate.

### **14. LOU #2, Summer Program Leaders**

Renew. Re-number if appropriate.

15. **LOU #3, RE: Relief, Temporary, Provisional and Part-Time Employees in the Edmonton Police Service and in the Community, Recreation and Culture Branch of the Community Services Department**

Renew. Re-number if appropriate.

16. **LOU #4, 6<sup>th</sup> and 7<sup>th</sup> Consecutive Days of Work**

Renew. Re-number if appropriate.

17. **LOU #8, Employment Opportunities for Individuals with Intellectual Disabilities Program**

Replace with new LOU #8 (Attachment I), Employment Opportunities for Individuals with Disabilities Program. Re-number if appropriate.

18. **LOU #9 Project Positions - Open City and Technology**

LOU #9 shall be retitled to include EPS's "Innovation and Information Bureau" and shall be renumbered if appropriate

19. **LOUs #11 & #12 2018 Transition of Program Specialist Positions to the Union's Jurisdiction**

LOUs #11 & #12 shall be renamed to better reflect current status and renumbered as appropriate.

Revisions to the LOUs

- Membership Experience Liaisons (MELs) moved into their own classification within Appendix I - Schedule of Wages, which is the same rate of pay as the Recreation Technician I position per the 2021-2024 CA, subject to the negotiated general wage increase. Retro pay provided to their current wages as well.
- Discontinuation of the "Admin" rate of pay
- Additional clauses of the Collective Agreement applied as outlined in Attachment II

20. **LOU #13, Scheduling at Edmonton Police Service**

Renew. Re-number if appropriate.

21. **LOU #14, Hybrid Remote/Office Work Agreement**

Renew as is and re-number if appropriate.

22. **Any other amendments previously signed off during the course of bargaining.**

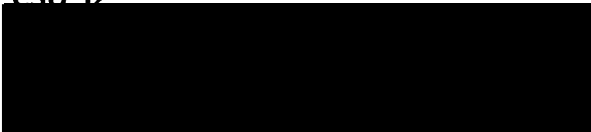
All articles in the previous 2021-2024 Collective Agreement including letters of understanding, not amended by this Memorandum or as previously otherwise agreed to in bargaining, are brought forward with no changes to the new collective agreement.

The Parties agree that in final editing of the renewed collective agreement, the Parties may agree to other editorial changes to address clerical errors.

This Memorandum Of Agreement, if accepted and ratified, shall become effective in accordance with the Provisions of the *Alberta Labour Relations Code*.

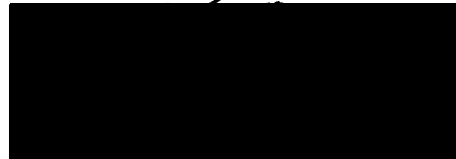
SIGNED THIS 1st day of May, 2025

CSU 52



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CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton**

2024/2025 Negotiations

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**AMEND** clause Letter of Understanding #8 as follows:

LOU #8 Employment Opportunities for Individuals with ~~Intellectual~~ Disabilities Program

The City and the Union believe that it is important to promote a city culture of inclusion, where persons with ~~intellectual~~ disabilities, **including but not limited to intellectual disabilities**, have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Edmonton.

We will work together with disability focused community serving organizations (partner organization) to provide employment opportunities to such individuals, under the following conditions:

4. **Individuals who entered into positions under this LOU prior to the date of ratification of this collective agreement shall maintain their current assignments/positions unless mutually agreed to by the City, the Union and the individual (or partner organization as may be appropriate). These individuals will become Union members, as outlined in #2 below. ~~may, upon consultation with all relevant partners, maintain their current assignments/positions with no changes to their terms and conditions of employment.~~**
2. **Individuals placed in positions through this LOU, or #1 above, will be members of CSU 52, with terms and conditions of employment outlined applying per the Collective Agreement between the parties. Union dues, as determined by CSU 52 will be submitted to the Union. Terms and conditions of employment may be altered in individual cases based on the unique needs of the individual, provided the Union will be consulted in advance.**
3. There will be a maximum of 40 positions that are doing work that would typically fall within CSU 52's jurisdiction that will be ~~casual, out-of-scope and part-time~~ **or full-time, temporary or permanent**, across all City Departments.
4. ~~If any position is scheduled to exceed 20 hours per week on a continuous basis for a minimum duration of three months the City will obtain approval from the Union before implementing the work schedule.~~
5. The positions will not be posted, but will be filled by appointment ~~on recommendation of the serving organization.~~

6. Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include some tasks which would normally be considered ~~to be~~ bargaining unit work. **There will be no loss of permanent bargaining unit positions resulting from this LOU.**
7. In consultation with the ~~disability serving~~ **partner** organization, the City of Edmonton will set the wage rates using the ~~union's 2018 – 2020~~ Collective Agreement as a reference and guideline, **ensuring that each position meets or exceeds the City of Edmonton's calculated living wage.**
- ~~8. There will be no loss of bargaining unit positions. There will be no changes to the job duties of existing CSU members, as a result of this program.~~
9. ~~The Recruitment Section of HR~~ **Talent Acquisition** will advise CSU 52 of placements made under this letter of understanding on a quarterly basis. A report of all hours worked by individuals working under this program will be provided to the Union once per year.
10. The City and the partner organization will provide **appropriate** orientation and awareness training to the work areas participating in the program, as well as case management support during the first 12 months of the employee's employment in the position.
11. Issues related to individual performance management, safety, or inappropriate/unacceptable behaviour shall be the responsibility of Management to address.

~~The City and the Union will meet annually to discuss this Letter of Understanding for potential revisions during the life of this Collective Agreement.~~



**Attachment to the Memorandum of Agreement  
between  
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and  
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2024/2025 Negotiations

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**LOU #11 2018 Transition of Program Specialist Positions to the Union's Jurisdiction ~~Program Specialist Positions~~**

As the nature of the employment relationship between the City and its Program Specialists is unique, the Parties agree that the ~~following the March 2019~~ transition of the positions to the Union's jurisdiction, **which began in March 2019 and is now considered complete** shall occur as follows , **will apply as follows:**

**1. Application**

~~The Parties understand and agree that this LOU supersedes Inclusions subsection 1 of Addendum #2: Jurisdictional Differences, as it applies to the transition of Program Specialists to the bargaining unit (as listed in Attachment A) following the organization wide Jurisdictional Review Process which commenced in 2018. Except as otherwise stated within this LOU, the terms and conditions of the collective agreement do not~~ **will** apply to Program Specialists.

**2. Effective Date**

~~The Parties agree that the "Effective Date" of the Employees' transfer will be March 31, 2019.~~

**3-2. Terms and Conditions of Employment**

Except as provided below, the terms and conditions of employment, including wages, benefits and other terms for Program Specialists ~~transferring into the jurisdiction of the Union~~ shall be determined exclusively by the City. The current (as of date of execution of this LOU) wage schedule is provided as Attachment B to this LOU for information only.

Program Specialists shall not be considered Permanent Employees, nor shall they attain permanent status by virtue of any level of continuous service.

Notwithstanding the above, ~~the following Articles~~ of the collective agreement shall apply to Program Specialists, except the following excluded articles:

- ~~Article 4.02 Discipline~~
- ~~Union Security 5.03, 5.04, 5.05~~
- ~~Article 16 Dispute Resolution Process~~
- **5.01 & 5.02 - Union Security**
- **6 - Working Conditions**

- 7 - Remuneration
- 8 - Fringe Benefits
- 9 - Probationary Periods
- 14 - New Classes
- 18 - Review of Employee Status
- 20 - Pensions
- 21 - Position Evaluation Program
- 22 - Job Evaluation Review & Appeal Process
- Part II - Health & Welfare Benefits
- Addendum I
- All letters of understanding, except LOU #5

~~4. Communication to Employees Program Specialists transferring to the jurisdiction of the Union will be provided written confirmation of the change which identifies that there is no change to their terms and conditions of employment with exception to commencement of union dues deductions and access to the Dispute Resolution Procedure identified in 3. above.~~

~~5- 4. Program Specialist Employees who Remain Out of the Bargaining Unit~~

In the rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. Dues may be forwarded to the Union. The duration of this exemption from the unit will be no more than twenty-four (24) months, unless otherwise agreed between the Parties. At twenty-four (24) months, the incumbent will become a member of the Union as a new entry to the bargaining unit or shall be removed from the position through termination, retirement or transfer, unless otherwise agreed between the Parties.

~~\*\* The parties will establish a joint committee with members from the City and the CSU 52 to continue to discuss this Letter of Understanding for potential revisions during the life of the agreement.~~

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~~LOU #12 2018 Transition of (Present Incumbent Only) Program Specialist Positions to the Union's Jurisdiction Member Experience Liaison transition~~

~~Whereas the nature of the employment relationship between the City and its Present Incumbent Only (PIO) Program Specialists is unique and whereas up to thirteen (13) of these employees have been working a high number of biweekly hours, the Parties agree that the transition of the positions to the Union's jurisdiction shall occur as follows:~~

~~1. Application The Parties understand and agree that this LOU supersedes Inclusions subsection 1 of Addendum #2: Jurisdictional Differences, as it applies to the transition of PIO Program Specialists to the bargaining unit (as listed in Attachment A) following the organization-wide Jurisdictional Review Process which commenced in 2018.~~

~~Except as otherwise stated within this LOU, the terms and conditions of the collective agreement do not apply to PIO Program Specialists. This LOU applies to PIO Program Specialists as listed by payroll number below: 828006, 835707, 841779, 841781, 842499, 849041, 850263, 850295, 851123, 852595, 852848, 854847, 857515~~

~~The terms of this LOU shall cease to apply to the incumbent and the position vacated when an incumbent leaves their Program Specialist position, unless otherwise decided by the City.~~

~~2. Effective Date The Parties agree that the "Effective Date" of the Employees' transfer will be March 31, 2019.~~

~~\* 3. Terms and Conditions of Employment Except as provided below, the terms and conditions of employment, including wages, benefits and other terms for PIO Program Specialists transferring into the jurisdiction of the Union shall be determined exclusively by the City. The current (as of date of execution of this LOU) wage schedule is provided as Attachment B to this LOU for information only. PIO Program Specialists shall be considered permanent employees entitled specifically and only to statutory holidays, annual vacation, health & welfare benefits and pension in accordance with the following terms of the collective agreement:~~

- ~~● Article 4.02 Discipline~~
- ~~● Union Security 5.03, 5.04, 5.05~~
- ~~● Article 8.01 Statutory Holidays~~
- ~~● Article 8.02 Annual Vacation Leave~~
- ~~● Article 16 Dispute Resolution Process~~
- ~~● Article 20 Pensions~~
- ~~● Part II - Health and Welfare Benefits~~
- ~~● LOU#6 Employment Insurance Reduction Program~~

~~4. Communication to Employees PIO Program Specialists transferring to the jurisdiction of the Union will be provided written confirmation of the change which identifies that there is no~~

~~change to their terms and conditions of employment with exception to the items identified in 3. above.~~

~~5. PIO Program Specialist Employees who Remain Out of the Bargaining Unit In the rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. Dues may be forwarded to the Union. The duration of this exemption from the unit will be no more than twentyfour (24) months, unless otherwise agreed between the Parties. At twenty four (24) months, the incumbent will become a member of the Union as a new entry to the bargaining unit or shall be removed from the position through termination, retirement or transfer, unless otherwise agreed between the Parties.~~

~~\*\* The parties will establish a joint committee with members from the City and the CSU 52 to continue to discuss this Letter of Understanding for potential revisions during the life of the agreement.~~

**RE: NEW CLASSIFICATION AND TERMS AND CONDITIONS – MEMBER EXPERIENCE LIAISON**

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**Upon date of ratification, all employees classified as Member Experience Liaisons will be under the jurisdiction of the collective agreement between the City and CSU 52, replacing the previous Letter of Understanding #12 - 2018 Transition of (Present Incumbent Only) Program Specialist Positions to the Union's Jurisdiction Member Experience Liaison transition.**

**All terms and conditions of employment will apply to any employee hired under the Member Experience Liaison classification with the following conditions:**

- **Membership Experience Liaisons (MELs) moved into their own classification within Appendix I - Schedule of Wages and subject to the negotiated general wage increase.**
- **The Member Experience Liaison job will be classified in accordance with Article 14: New Classifications.**
- **Seniority accrued as a Program Specialist - Member Experience Liaison will be transferred to the City.**

ATTACHMENT TO LETTERS OF UNDERSTANDING 11 ~~AND 12~~.  
FOR INFORMATION ONLY - NOT SUBJECT TO COLLECTIVE BARGAINING  
NEGOTIATIONS:

Attachment A: Categories of Program Specialists ~~Move to the Union's Jurisdiction~~

Category A -

~~Member Experience Liaison~~

Usher/Ticket Taker

Category B – Individual Fitness Services

Individual Personal Training

Semi-Private/Group Personal Training

Nutrition Consultations

Leader Training (AFLCA)

Category C – Group Fitness Instruction

Mind/Body/Choreography Group (eg: Pilates, Yoga, Step Aerobics)

Strength & Conditioning Group (eg: Kettlebell, TRX, Strollercize)

Category D - Certified Sport Instructor/Coach

Sports Coaches (Dryland) (eg: Badminton, Volleyball, Cycling/Brick)

~~Category F – Child Care Category~~

~~Child Care Attendant Supervisor~~

~~Child Care Provider~~

~~Child Care Attendant~~

Category E - Fine Arts Instructor Category

Fine Arts Programs (eg: Cooking, Drawing, Fiber, Film/Video)

Dance

Music/Drama

**Attachment to the Memorandum of Agreement  
between  
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and  
The City of Edmonton**

2024/2025 Negotiations

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Reference: U5

**Article 3 Definitions**

**3.07 Disability**

The word "disability" when used in this Agreement ~~shall~~ **will** mean: ~~unless otherwise specified, the inability of a member to perform all of the regular duties of their occupation by reason of a non-compensable illness or injury.~~

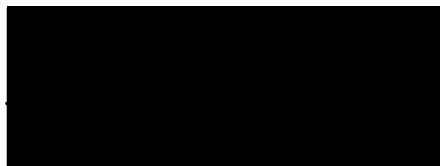
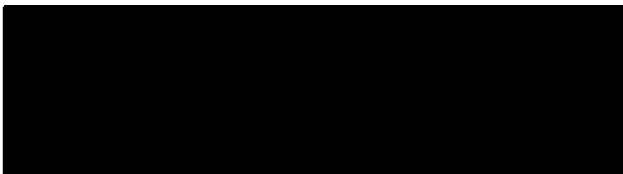
- a "mental disability" as defined in Section 44 (1)(h) of the Alberta Human Rights Act.
- a "physical disability" as defined in Section 44(1)(l) of the Alberta Human Rights Act.

Agreed:

Date: Feb. 26/25

CSU 52

The City of Edmonton



**Attachment to the Memorandum of Agreement  
CSU 52/City of Edmonton Negotiations 2024/2025**

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Reference #: U10

**5.07 New Employee Orientation**

**5.07.01**

The Union may attend centralized, corporate-wide New Employee Orientation sessions, including sessions completed by the Edmonton Police Service for its new employees. The presentation to new staff will include reference to the fact that a Civic Service Union 52 Representative is present and available for those affiliated employees who wish to connect with the Representative during their allocated break time.

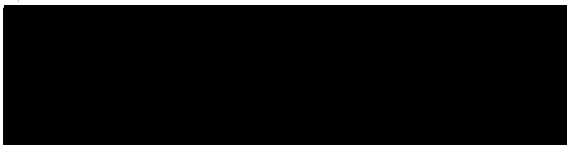
**5.07.02**

**For any employees hired under the jurisdiction of Civic Service Union 52, the offer letter will identify that the new employee is a member of Civic Service Union 52 and will link to resources including the Collective Agreement and the Union's website.**

Agreed:

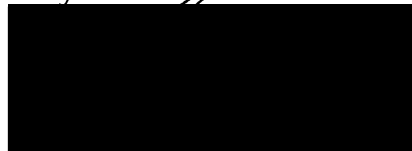
Date: April 3, 2025

CSU 52



Amanda Pickett

City of Edmonton



Michael Henry

**Attachment to the Memorandum of Agreement**  
**CSU 52/City of Edmonton Negotiations 2024/2025**

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Reference #: C4(a)

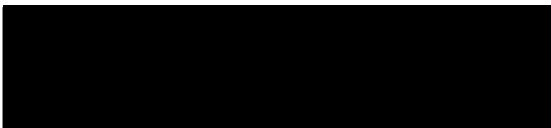
**6.01.01.01 Variable Hours of Work**

The City may establish variable hours of work to permit variation in the daily hours of work of an employee(s), provided that the daily hours do not exceed ten (10) in any given day, and 67.5, 73.8 or 80 in a bi-weekly period, exclusive of lunch breaks. **No overtime is payable for shifts worked accordingly unless the hours of work exceed the maximums noted above.**

Agreed:

Date: Apr. 2/25

CSU 52



Amanda Pickett

City of Edmonton



Michael Henry



**Attachment to the Memorandum of Agreement  
between**

**Civic Service Union 52**

**and**

**The City of Edmonton**

**2024/2025 Negotiations**

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Reference: C16

Article 12 - Electronic postings

Article 12.01

12.01 Any vacancy required to be filled must be posted immediately **in an electronic format** ~~and shall be conspicuously posted~~ for a period of **(7)** seven calendar days ~~in all departments having jobs coming within the jurisdiction of the Union.~~

A copy of all postings or internal bulletins ~~shall~~ **will** be sent to the Union.

Agreed:

Date: Feb. 26/25

CSU 52

The City of Edmonton

[Redacted Signature]

[Redacted Signature]

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**Attachment to the Memorandum of Agreement  
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2024/2025 Negotiations**

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Reference: U30

14 New Classes

- 14.01 In the event that the City creates a new class which is not included in this Agreement and which falls within the jurisdiction of the Union, the rates of wages and/or working conditions shall be negotiated by the City with the Union before advertising any position within this class in accordance with the posting procedures set forth in this Agreement.

The City will provide the Union with a class specification and written rationale, which may include both internal and external comparisons, supporting their proposals for wages. The Union will respond in writing to the City's rationale.

- 14.02 If a satisfactory conclusion to negotiations has not been reached within **fourteen (14)** ~~seven (7)~~ calendar days of the date of the notice by the City to the Union of the creation of the said class, the posting of any vacancy in this class shall be made according to the rates of wages and working conditions set out by the City but, notwithstanding such posting, the rates of wages and working conditions of the new class shall still be a matter of negotiation between the City and the Union, and the notice of posting shall contain the following statement:

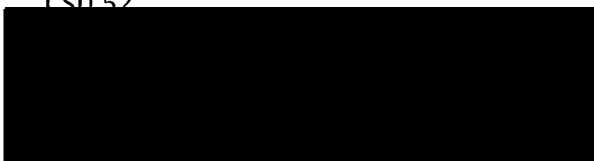
"The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment."

Agreed:

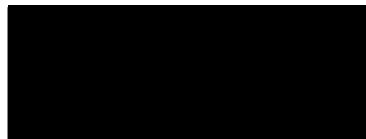
Date:

March 6/25

CSU 52



City of Edmonton



**Attachment to the Memorandum of Agreement  
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The City of Edmonton**

2024 Negotiations

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Reference: U34

Article 22 Job Evaluation Review and Appeal Process

22.01 When significant changes to the duties or responsibilities occur to positions, the City or the employee may initiate an evaluation review.

**EMPLOYEE INITIATED EVALUATION REVIEW**

22.02 An employee who considers that the duties or responsibilities of their position have been significantly changed since the last evaluation review may request and shall receive a copy of their current position description from their supervisor and may request a review of the allocation of their position.

22.03 To initiate the request, the employee will complete a new position description form (Parts I and II) along with a statement as to why a change should be considered to their current classification. This information shall then be forwarded to the employee's immediate supervisor so that Part III of the position description form can be completed. Once Part III has been completed, the supervisor shall return the position description back to the employee who will then forward the completed position description form(s) to **Compensation and Classification Section** and the Union.

Part III of the position description form that is filled out and signed by the immediate supervisor and/or first level manager must agree with what the employee has provided in Part II with regards to their job duties before the position description form can be submitted to ~~the~~ **Compensation and Classification Section** for review. If the employees' immediate supervisor is a member of the Union, the position description form must also be signed off by a first level manager before the position description form can be submitted for review. A completed position description form includes Parts I and II completed and signed by the employee, a statement as to why a change should be considered to the employee's current classification as well as Part III completed and signed by the immediate managerial supervisor.

22.04 Upon receipt of the completed position description form, the Compensation **and Classification** ~~Section~~ in conjunction with the Union, will review the position. As part of the review process the Compensation **and Classification** ~~Section~~ will co-ordinate a joint position review with the Union, and interviews will be conducted with the incumbent. Compensation **and Classification** will within 30 days of receiving the completed position description form, contact the employee and Union to set a date for the review. As a result of the review, Compensation **and Classification** and the Union may consult on the findings.

22.05 The Compensation **and Classification** ~~Section~~ will provide a written decision to the employee within 90 calendar days from the commencement of the position review. The Compensation **and Classification** ~~Section~~ will provide a copy of the decision to the parties involved in the review and the Union. If any adjustment is required to the employee's salary and anniversary date, the reclassification shall be retroactive to the date the Compensation **and Classification** ~~Section~~ received the completed position description form. Employees receiving a reclassification upwards shall receive an increase to the first step above their present regular rate of pay in the pay range of the new class or to the initial step in the pay range of the new class.

#### POSITION EVALUATION APPEAL PROCESS

22.06 An employee who disagrees with the decision made by the Compensation **and Classification** ~~Section~~ may initiate an appeal within 14 calendar days of receiving the written decision. If an appeal is not initiated within 14 calendar days, the matter is considered resolved and further action cannot be initiated for 12 months from the date the employee received the decision.

22.07 A request to appeal must be made in writing to the Union. The request will include a copy of the position description and rationale for the appeal. The employee must also send a copy of the request to the Compensation **and Classification** ~~Section~~ within 14 calendar days of receiving the written decision. If Compensation **and Classification** ~~Section~~ has not received this request within 14 calendar days of the employee receiving the written decision, the matter is considered resolved and cannot be initiated for 12 months from the date the employee received the decision.

22.08 If the Union agrees to support the employee's appeal, the Union will provide detailed written rationale within 90 calendar days of receiving the employee's request. This detailed rationale will be submitted to the Compensation **and Classification** ~~Section~~. If no detailed written support is provided to the Compensation **and Classification** ~~Section~~ within 90 calendar days, the review will be considered resolved and further action cannot be initiated for 15 months from the date the employee received the original decision.

22.09 Upon receipt of the detailed rationale from the Union, the Compensation **and Classification** ~~Section~~ will review the appeal documents and advise the Union and the employee if any further action will be taken. If, because of the appeal, additional changes are implemented, the effective date of the change will be the date that the Compensation **and**

**Classification** Section received the initial completed position description form. This process will be concluded within 14 calendar days of the Compensation **and Classification** Section receiving the appeal documents from the Union.

22.10 Should the decision of the Compensation **and Classification** Section fail to resolve the appeal, the Union may advance the appeal to the Umpire within 14 calendar days of receipt of the written decision from the Compensation **and Classification** Section. If no notice of appeal to the Umpire is received by the Compensation **and Classification** Section within 14 calendar days of Compensation **and Classification** providing the Union with a written decision, the matter will be considered resolved and further action cannot be initiated for 15 months from the time the employee received the original decision.

#### POSITION EVALUATION UMPIRE PROCESS

22.11 The procedure to be used in the selection of an Umpire shall be as follows:

22.11.01 The City and the Union agree to jointly appoint an Umpire, who is knowledgeable in position evaluation to hear appeals. Both parties shall exchange lists of potential Umpires. In the event that one or more persons are named on both lists, the selection shall be made from those persons.

22.11.02 The Umpire shall act on all appeals submitted to them for a period of 1 year commencing from the date of their appointment. After such period, the City and the Union shall review the performance of the Umpire and shall, upon mutual agreement, appoint them for an additional term of 1 year or, where no agreement exists, shall initiate the procedure for the selection of a new Umpire.

22.12 The Umpire shall, within 90 calendar days of the Union advancing the challenge to the Umpire, hold a hearing on any appeal.

22.12.01 The City and the Union shall share equally the Umpire's fees and other expenses of the hearings.

22.12.02 The City and the Union will provide the Umpire with the written rationale for the parties' respective submissions at least 7 calendar days before the hearing. Each party will provide the other with a copy of their submissions.

22.12.03 The Umpire shall set the procedure with respect to any hearing.

22.12.04 The Umpire may request the testimony of any persons who have knowledge of the duties and responsibilities of the position and such written or other evidence as may be required.

22.12.05 The Umpire shall determine the allocation of the position to a class within the same occupational series or if such series is inappropriate the Umpire shall direct the City to allocate

that position to an appropriate existing class or to establish a new class. Such decision shall be implemented by the City within 90 calendar days from the date that the City received the Umpire's written decision.

22.12.06 Provided a reclassification of a position to a class having a higher pay range is the outcome of the Umpire's decision, the Umpire may, provided such request is in accordance with clause 7.01.04, determine the appropriate step to be assigned the employee in the higher pay range.

22.12.07 The Umpire shall communicate the decision and reasons thereto in writing to the Union and the City and such decision shall be final and binding upon the parties. This decision will be communicated within 30 calendar days of the hearing.

22.12.08 The Umpire shall not alter, amend or vary any term or condition of this Agreement.

22.13 Regardless of the decision of the Umpire, the incumbent may not request another review of their position until at least 12 months after the date of the Umpire's decision.

#### EVALUATION REVIEW EFFECTIVE DATE

22.14 If any adjustment is required to the employee's salary and anniversary date, the reclassification shall be retroactive to the date the **Compensation and Classification Section** responsible for position evaluation received the written request for review. Any further increment adjustments will be in accordance with Article 7.01.04.

22.15 In the event that an employee initiates an evaluation review and it is found that a management initiated review has been conducted in the previous 30 calendar days, the effective date of the employee initiated request shall be retroactive to the date the **Compensation and Classification Section** responsible for position evaluation received the formal written request for the management initiated review.

#### TIMELINES

22.16 The mandatory time limits specified in this section may be waived with the mutual consent of both parties.

Agreed:

Date: Jan. 30, 2025

CSU 52

The City of Edmonton



Jan. 30, 2025



Jan 30, 2025

**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton  
  
2024 Negotiations**

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Reference: U40 (a)

**Part II, Article 1**

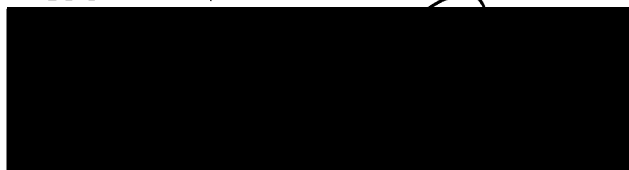
**1.01, Waiting Period**

A probationary employee who has completed ninety (90) calendar days of continuous ~~civic~~ employment with the City since the last date the employee commenced employment as a probationary employee ~~with the City~~, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive days of work.

Agreed:

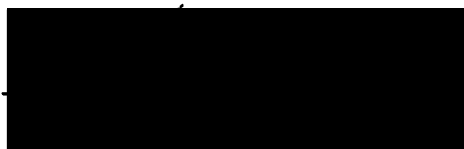
Date: October 18, 2024

CSU 52



Amanda Pickett

City of Edmonton



Michael Henry



**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton**

**2024 Negotiations**

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Reference: Arose from U40 (a)

**Part II, Article 2**

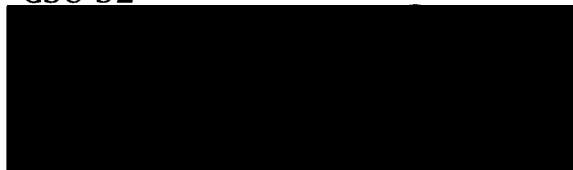
**2.01, Waiting Period**

A permanent or probationary employee who has not attained their normal retirement age and who has completed ninety (90) calendar days of continuous ~~civic~~ employment with the City since the last date they commenced employment as a permanent or probationary employee ~~with the City~~ shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive days of work.

Agreed:

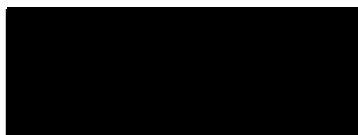
Date: Nov. 6/24

CSU 52



Amanda Pickett /

City of Edmonton



Michael Henry

**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton**

2024 Negotiations

Reference: U37

LOU #5 - Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement

**INTRODUCTION**

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (“the Framework Agreement”) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings;
- The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes.
- While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

Therefore:

	The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this letter of understanding.
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## 1 Scope

1.1	This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.
1.2	This procedure does not apply to:
1.2.1	Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or
1.2.2	Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

## 2 Initiating a Grievance

2.1	Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.
2.2	A grievance may concern:
2.2.1	Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation;
2.2.2	What, if any, restrictions or requirements arise from the employee's disability;
2.2.3	A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason;
2.2.4	A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton;
2.2.5	The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise;
2.2.6	The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or
2.2.7	Whether any trial period for an accommodation measure has succeeded.
2.3	In these procedures, "parties" mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.
2.4	Prior to filing a grievance under Article 2.2 the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.

2.5	On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank discussion in an attempt to reach agreement on the question.
2.6	If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as prima facie proof in any subsequent arbitration proceedings.
2.7	The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.

2.8	Following the meeting referred to in Article 2.5, and unless Articles 2.6 and 2.7 apply, the party required to make a decision will provide that decision in writing within fifteen (15) working days of the initial request.
2.9	If a decision on a decision point is agreed to, it will be implemented forthwith, according to its terms. If no grievance disputing the decision is initiated within fifteen (15) working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in Article 2.2 may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the <del>Director of Labour Relations, Human Resources Branch:</del> <b>Director, Disputes and Advisory Services, Labour Relations and Total Compensation Branch.</b>

### 3 Separate Representation

3.1	Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.
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### 4 Expedited Arbitration

4.1	All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member to hear the grievance.
4.2	The members of the expedited arbitration roster are <b>listed in the Duty to Accommodate Framework Agreement.</b> <ul style="list-style-type: none"> <li>• <del>Michael Hughes (Roster Coordinator)</del></li> <li>• <del>James Casey</del></li> </ul>

	<ul style="list-style-type: none"> <li>• <del>Klaus Opatril</del></li> <li>• <del>Mark Asbell</del></li> <li>• <del>Mia Norrie</del></li> <li>• <del>Such other persons agreed to or appointed under the Duty to Accommodate Framework Agreement from time to time.</del></li> </ul>
4.3	The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:
4.3.1	Ensure the issues in dispute are defined;
4.3.2	Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;

4.3.3	If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
4.3.4	If a party selects formal arbitration, set a time, place and date for a without prejudice pre-arbitration mediation with the roster member or any other agreed upon mediator;
4.3.5	Discuss any other matter that, in the opinion of the roster member, is appropriate;
4.3.6	Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a manner that accords with the Framework Agreement;
4.3.7	Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
4.4	The meeting referred to in Article 4.3 will be held within 10 days of the grievance and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within ten (10) working days will not constitute loss of jurisdiction.
4.5	The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.
<b>5 Expedited Arbitration</b>	
5.1	The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
5.2	The parties will implement the award forthwith, according to its terms.
5.3	Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to

	accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.
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## 6 Grievance Mediation

6.1	Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Article 16 of the collective agreement, (#16.28 to #16.43), following the first meeting referred to in Article 4.3. At the same time, the parties and any separately represented employee will participate in a without prejudice mediation meeting with the Roster member or another agreed upon mediator.
6.2	Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.

6.3	Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
6.4	Other than the documents referred to in Article 6.3, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
6.5	The cost of the roster Coordinator's administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union's half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

## 7 Formal Arbitration

7.1	Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
7.2	Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply:
7.2.1	The decision of the arbitration board will be final and binding on all parties;
7.2.2	Except to the extent this agreement provides for or the parties agree upon a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.

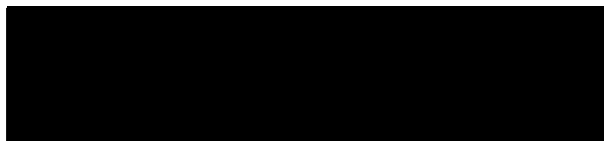
7.2.3	The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
7.3	In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.
7.4	<p>Arbitrators shall be selected <del>from the following list of arbitrators</del>, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.</p> <ul style="list-style-type: none"> <li>▪ <del>Andrew C. L. Sims, Q.C.</del></li> <li>▪ <del>Mark Asbell</del></li> <li>▪ <del>Thomas Jolliffe</del></li> <li>▪ <del>Such other persons agreed to or appointed under the Duty to Accommodate Framework Agreement from time to time.</del></li> </ul>

7.5	Where an arbitrator or arbitration board, appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of this letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this letter of understanding.
7.6	The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.
<b>8 Duration and Termination</b>	
8.1	This Letter of Understanding shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.
8.2	In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Letter of Understanding shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this letter of understanding until the decision of the roster member is received.

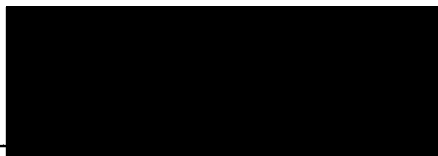
Agreed:

Date: Jan. 30, 2025

CSU 52



The City of Edmonton





**Attachment to the Memorandum of Agreement  
CSU 52/City of Edmonton Negotiations 2024/2025**

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Reference #: U37(e)

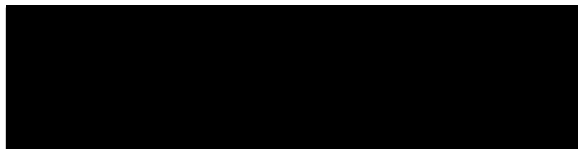
**Letter of Understanding #6, Employment Insurance Reduction Program**

The parties agree to renew LOU #6 as it exists in the Collective Agreement that expired on December 28, 2024, renumbering the LOU if necessary.

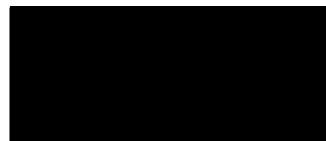
Agreed:

Date: Feb. 26/25

CSU 52



City of Edmonton



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**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton  
  
2024 Negotiations**

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Reference: U37 (f)

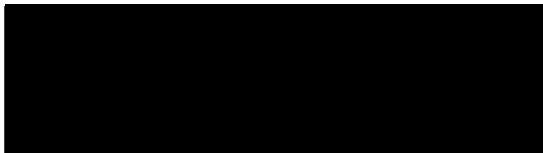
**Letter of Understanding #7, Earned Days Off Program - Building  
Condition Assessment Coordinators (80 Hours)**

The parties agree to delete LOU #7, renumbering subsequent LOUs as necessary.

Agreed:

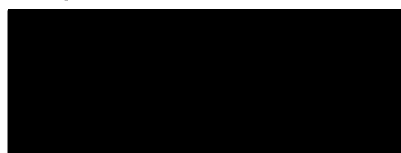
Date: Dec 12/24

CSU 52



Amanda Pickett

City of Edmonton



Michael Henry

**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton  
  
2024 Negotiations**

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Reference: U37 (g)

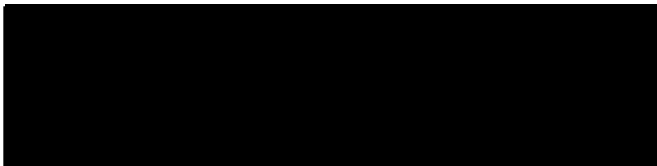
**Letter of Understanding #10, Compressed Hours of Work Program,  
Animal Care and Control, and Community Standards Dispatch**

The parties agree to remove all references to Animal Care and Control and  
renew LOU #10, renumbering the LOU if necessary.

Agreed:

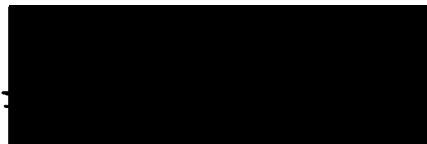
Date: NOV. 26/24

CSU 52



Amanda Pickett

City of Edmonton



Michael Henry

**Attachment to the Memorandum of Agreement  
between  
Civic Service Union 52  
and  
The City of Edmonton  
2024/2025 Negotiations**

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Reference: U41(a)

LOU #XX, Long Term Disability Disclosure of Information

The City and the Union have a joint interest in the ongoing financial stability of the Long Term Disability Plan, as it forms an important component of the City's overall benefit program for employees whose positions fall under the jurisdiction of CSU 52.

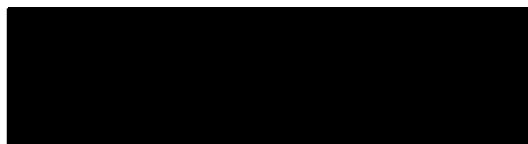
- On a quarterly basis, the City will provide the Union a list from Alberta Blue Cross showing the names of all CSU 52 members receiving benefits from the Plan.
- The list will also include information for each member including the date each member commenced receipt of benefits and if they are classified as disabled from their own occupation or any occupations.
- Should a member on Long Term Disability become an officer of the Union, the City, upon request from the Union, will provide the member's restrictions and/or limitations so the Union can meet its duty to accommodate obligations.
- The parties may agree to meet periodically, as needed.
- This process may be terminated at any time, with the agreement of both parties.

This Letter of Understanding is a trial for the life of the Collective Agreement and will be discussed between the parties during the next round of bargaining.

Agreed:

Date: Mar 6/25

CSU 52



City of Edmonton

