

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

- and -

CIVIC SERVICE UNION 52

Duration: December 23, 2018 to December 19, 2020



City Clerk's file #:

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NOTES

- 1 An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
- 2 A double asterisk (**) designates a new clause.

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

CIVIC SERVICE UNION 52

(hereinafter called the "Union")

of the Second Part

1 Amendment and Termination

- * The duration of this Agreement shall be from December 23, 2018 to December 19, 2020. All provisions of this Agreement shall become effective on the above-specified commencement date unless otherwise specifically provided.

This Agreement shall take effect on the above-specified date and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. If amendment is desired the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force in accordance with the provisions of the Labour Relations Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

2 Scope

- * This Agreement shall apply to all employees of the City of Edmonton within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board under Certificate No. 246-2000.

3 Definitions

3.01 Anniversary Date

The words "anniversary date" when used in this Agreement in respect to vacation entitlement shall mean the annual anniversary of the date of an employee's appointment with the City.

3.02 Average Daily Hours of Work

The words "average daily hours of work" when used in this Agreement shall mean the average scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The average scheduled hours of work shall be calculated over the employee's complete shift cycle. Where an employee is not subject to a shift cycle, the average daily hours of work shall be determined by dividing the total hours worked by the employee in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

3.03 Average Incidence of Sick Leave

The words "average incidence of sick leave" when used in this Agreement shall mean the total number of times that a member was absent from work due to disability, divided by the number of years of continuous employment of such member. The "average incidence of sick leave" shall equal not less than one (1).

3.04 Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

3.05 Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.06 Continuous Employment

The words "continuous employment" when used in Part II of this Agreement shall mean continuous permanent or probationary employment with the City. When used in Part I of this Agreement, it shall apply to any employment for a minimum of twenty (20) hours for each consecutive week.

3.07 Disability

The word "disability" when used in this Agreement shall 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.

3.08 Employee

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

3.09 Hours of Work Schedule

The words "hours of work schedule" when used in this Agreement shall mean a timetable of the hours of work, exclusive of overtime, assigned to a position.

3.10 Imminent Danger

The phrase "imminent danger" when used in this Agreement shall mean a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out their work.

3.11 Increment

The word "increment" when used in this Agreement shall mean the difference between one step of an employee's assigned pay range and the immediately next greater step of the same pay range.

3.12 Interpretations

In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

3.13 Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who through their employment with the City has entered into participation in such Plan, in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.14 Monthly Salary

The words "monthly salary" when used in this Agreement shall mean:
bi-weekly pay at regular rate of pay x $\frac{26.1}{12}$ = Monthly Salary

3.15 Off Days

The words "off days" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.16 Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions.

3.17 Permanent Employee

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the City or who has otherwise become permanent in accordance with the terms and conditions of this Agreement. An employee who has achieved permanent status shall not cease to be a

permanent employee merely by virtue of their filling another position on a temporary basis. An employee who does not work twenty (20) hours or more in each and every consecutive week shall not be a permanent employee.

A part-time employee who achieves permanent status shall not cease to be a permanent employee merely by virtue of their intermittently working less than twenty (20) hours in a weekly period.

3.18 Position

The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.19 Probationary Employee

The words "probationary employee" when used in this Agreement shall mean any employee who is filling a permanent position and is serving the required probationary period.

3.20 Promotion

The words "promotion" when used in this Agreement shall normally mean the advancement of an employee to a position with a higher regular rate of pay than their present position.

3.21 Provisional Employee

The words "provisional employee" when used in this Agreement shall mean an employee engaged in employment within the jurisdiction of the Union who has completed one thousand seven hundred and fifty-five (1,755) hours of temporary service for the City in a position coming within the scope of this Agreement in a period of three (3) consecutive years. Temporary service shall only be recognized if the reason for termination from said service is as a result of being laid off or such other reasons approved by the City. A break in employment of twelve (12) consecutive months shall cancel provisional status, as will termination of employment by the City or voluntary resignation by the employee.

3.22 Regular Hours of Work

The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

3.23 Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position within the pay range specified for the class of such position or such higher special rate which may be authorized.

3.24 Seniority

The word "seniority" when used in this Agreement shall mean the period of time attributed to a permanent employee in recognition of the employee's length of unbroken employment as a probationary, permanent, full-time temporary, and full-

time provisional employee in any position coming within the scope of this Agreement.

3.25 Step

- * The word "step" when used in this Agreement shall mean an established pay level (rate of pay) within the pay range assigned to a position or classification.

3.26 Temporary Employee

The words "temporary employee" when used in this Agreement shall mean an employee who is filling a position on a temporary basis for a predetermined period of time.

3.27 Vacation Credits

The words "vacation credits" when used in this Agreement shall mean earned vacation entitlement in hours based on service and accumulated on a bi-weekly basis.

3.28 Vacation Year

The words "vacation year" when used in this Agreement shall mean each period of twelve (12) consecutive months commencing with the pay period in effect on the employee's date of entry into the service of the City and concluding with the pay period in which the employee's anniversary date falls.

4 Managerial Responsibilities

4.01 Managerial Rights

The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City, subject to the terms of this Agreement.

4.02 Discipline

- 4.02.01 The City reserves the right to discipline employees for just cause. Copies of all disciplinary reports and notices of investigation, shall be provided to the Union, indicating clearly the exact nature of same. Copies of counselling sessions and letters of expectation will be given to the employee. Should the Union or the employee be of the opinion that any discipline is improper, then that disciplinary action may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.
- * 4.02.02 Past disciplinary reports shall be deemed void after a period of twenty-four (24) months of active work. Upon written request, void disciplinary reports shall be removed from the employee's personnel file.
- ** 4.02.03 For the purpose of 4.02.02, "active work" shall include vacation leave, statutory holidays, bereavement leave, leave with pay, or any leave of absence without pay of up to 10 consecutive working days.
- 4.02.04 An employee shall be entitled to have access to their Personnel file. They may reply in writing to any document contained in the file which reflects upon their work performance with the City and such reply shall become part of their permanent record.
- 4.02.05 Where a supervisor documents a counselling session which was given to an employee, the employee will be made aware of such documentation.
- 4.02.06 Where an employee is required to meet with a representative of the City for the purpose of applying discipline to said employee the employee shall, should they so desire, be entitled to have a Union representative present during such meeting.

4.03 Driving Accident Investigation

It is agreed between the parties hereto that a Union representative may be present, upon the request of either party, when a driver is to be questioned as to an accident by persons other than the Police.

4.04 Arbitration Board Authority with Respect to Suspension, Termination and Dismissal Cases

The City recognizes that an employee may be suspended, terminated or discharged for just cause only and, where an employee has been suspended, terminated or discharged, the Arbitrator or Arbitration Board, after finding there was insufficient cause for the suspension or dismissal or finding the penalty unfair or unreasonable may direct the employer to reinstate the employee and pay to the employee a sum equal to their wage loss by reason of their suspension or dismissal or such lesser sum

as, in the opinion of the Arbitrator or the Arbitration Board, is fair and reasonable, or make such other directive varying the penalty as it considers fair and reasonable.

NOTE: The above provisions shall not apply to terminations resulting from layoffs or staff reductions.

4.05 Cash Shortages

Cashiers coming within the scope of this Agreement shall not be required to make up any shortages in their daily cash balances. It is further agreed that such employees shall not receive any benefits from any cash overages.

Departments shall, however, maintain a record of each employee's overages and shortages and based on such results shall take whatever action is deemed appropriate by the City.

4.06 No Strike or Lockout

The parties agree that there shall be no strike or lockout while this Agreement is in force.

5 Union Security

5.01 The City recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

The City shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained within this collective agreement unless any such agreement is first agreed to by the Union.

5.02 The parties hereby agree to negotiate with each other concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

5.03 No Discrimination

There shall be no discrimination against any employee by either party by virtue of that employee's race, age, marital status, religious belief, colour, gender, physical disability, mental disability, ancestry, place of origin, source of income, family status, sexual orientation, political affiliation or place of residence. Any additional grounds added to the Alberta Human Rights Act shall be deemed to automatically be included in this section.

5.04 Forwarding of Union Dues

5.04.01 The City agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall notify the City thirty (30) calendar days prior to any change in the deduction of union dues.

* 5.04.02 The total deductions of dues shall be forwarded electronically to the Union within ten (10) days of the pay period ending and shall be accompanied by a list of employees showing the amounts deducted.

5.05 Names and Addresses of Representatives

The Union shall inform the City in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the City in writing of any changes to such list of names.

5.05.01 The City shall provide the Union with a list of employee names, telephone numbers and addresses in June and December each year or as mutually agreed by both parties.

This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of the administration of the union and carrying out the Union's responsibilities as the exclusive agent of

employees covered by this Agreement relative to their members' employment relationship with the City of Edmonton.

The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

5.06 Notice Boards

The City agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of union notices and information.

** 5.07 New Employee Orientation

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.

6 Working Conditions

The City and the Union agree that the following changes to the Hours of Work Article are not intended to either alter or amend the current hours of operation in the City or any existing Compressed Hours of Work Programs. It is understood that the hours may be amended to allow for both anticipated scheduling needs and flexible work arrangements that may be mutually agreed between management and the employees. These changes are intended to reflect current practice as outlined in the previous Collective Agreement Hours of Work Article and Letters of Understanding.

6.01 Regular Hours of Work

6.01.01 Regular Hours of Work

- a) are based on up to 67.5 hours or 80.0 hours per bi-weekly pay period, exclusive of overtime and lunch periods; and
- b) may be scheduled between 04:30 and 23:00 hours; and
- c) will not exceed ten hours per day.

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 or 80 in a bi-weekly period, exclusive of lunch breaks.

6.01.01.02 Variable hours of work arrangements may be amended or terminated by the City with one month's written notice, having consideration for operational requirements and the personal needs of the employees.

6.01.01.03 The City will advise the Union of all variable hours of work arrangements.

6.01.02 Employees working 80 hours will receive an hours of work wage adjustment of 12% of the bi-weekly rate of pay assigned from the schedule of wages. This premium will be discontinued if the hours of work of the position are reduced to 67.5 hours.

HOURS OF WORK SCHEDULES

6.01.03 An hours of work schedule is a timetable showing the regular hours of work assigned to each employee of a work unit. The schedule includes the regular daily hours, the days to be worked each week, and scheduled off days.

6.01.04 Lunch periods may extend between 1/2 hour and 1 1/4 hours per day.

6.01.05 Off days will be consecutive, wherever practicable.

6.01.06 Hours of work schedules will be established within each work unit based on operational requirements and prior consultation with employees covered by the schedule. During the consultation process, the Department will seek the support of employees for the schedule. Employees will be given a reasonable opportunity to suggest amendments or options that satisfy operational and individual needs.

6.01.07 New hours of work schedules will be posted seven calendar days prior to implementation and will extend for a minimum period of 30 calendar days.

- 6.01.08 Hours of work schedules will be posted and maintained in a prominent place readily available to the employees concerned.

ADJUSTMENTS TO HOURS OF WORK SCHEDULES

- 6.01.09 The City may adjust an employee's regular hours of work to accommodate emergent situations by providing a minimum of 24 hours notice to the employee. Employees will receive overtime for the first change unless they have received a minimum of 12 hours off duty. The employee's regular hours of work will revert to the pre-existing schedule when the emergent situation is over.

- 6.01.10 In non-emergent situations, the City may adjust the regular hours of work of an employee to accommodate operational requirements by providing a minimum of seven calendar days notice to the employee. If seven calendar days notice is not given, the employee shall receive overtime premium for those hours worked prior to the expiration of the required notice.

Public Information Officers who are required to work in order to meet the requirements for special events will have their regular hours of work changed to accommodate such service requirements. Such change of hours will not exceed 7.5 hours per day in accordance with article 6.01 of Addendum #1, Compressed Hours of Work Programs. Where a change of regular hours is necessary due to the requirements of service, the City will provide a minimum of 24 hours notice to such employees. Upon conclusion of the special event, employees will revert back to their normally scheduled regular hours of work.

FLEXIBLE HOURS OF WORK

- 6.01.11 Flexible hours of work permit an employee or group of employees to request an adjustment to their regular hours of work, and/or alter the start or end time of their work day, and/or adjust the length of their lunch break, and/or alter their off days.

Supervisors will give reasonable consideration to such requests in order to address the personal needs of the employees. Employees will similarly provide reasonable consideration to requests by their supervisor to make adjustments due to operational requirements.

Both the employees and the City may terminate flexible hours of work arrangements by providing one (1) months written notice to the other party, however the notice period may be shortened whenever practicable.

6.01.12 Rotational Shifts

Employees who work rotational shifts on a seven day a week basis will not be scheduled in excess of 10 hours each day, including time for lunch. Such hours will usually be worked five days a week, except when a shift change requires employees to work six days in that week. In that event, employees will be scheduled for an additional day off the following week to compensate for the missed off day. Hours of work may be established for employees working rotational shifts outside the hours specified in Clause 6.01.01(b).

- 6.01.13 The City will provide the Union with the reasons necessitating the implementation of shifts and will meet with the Union prior to implementation. Should the City and the Union not agree to the shift proposal, the City may

implement the shift and the Union will have the right to grieve the necessity of implementing the shift.

6.01.14 All existing hours of work will remain in effect unless terminated by the City; however, the Union and the City may jointly review the necessity of these hours of work.

6.01.15 Changes to Bi-Weekly Hours of Work or Compressed Hours of Work Program

6.01.15.01 The City and the Union will jointly review any requests to change filled positions from 67.5 to 80 hours or from 80 hours to 67.5 hours. The City shall provide a minimum of sixty (60) days' notice of the change of hours, with the exception of seasonal changes as outlined in 6.01.15.03. Vacant positions assigned 80 hours will be reviewed by the City prior to posting to determine the appropriate hours of work assigned to the position.

* 6.01.15.02 Existing compressed hours of work programs will remain in effect unless terminated by the Department or by a majority of employees participating in the program. The Department may terminate the program by providing a minimum of one month's written notice to participating employees. A majority of participating employees may terminate the program by providing one month's written notice to the Deputy City Manager of the Department.

6.01.15.03 If a Department, Branch or Section identifies an operational basis for changing the bi-weekly full-time hours of work on an ongoing seasonal basis, the City shall provide the Union and the affected employees with the operational rationale and a minimum of sixty (60) days' notice before the initial change in hours takes effect. For subsequent seasonal changes to the employee's hours of work, the City shall provide the Union and employees with a minimum of thirty (30) days' notification.

6.02 Overtime Work

6.02.01.01 Where an employee is required to work in excess of the scheduled hours of work assigned the employee's position, the employee will be paid at two times the employee's regular hourly rate of pay for each hour so worked.

6.02.01.02 Social Workers, Social Planners, Community Service Workers, Recreation Technicians, Recreation Officers, Transportation Technical Assistant I's or employees who are assigned duties relating to recreation and who work variable hours of work and who work overtime will be granted a number of hours off duty, with pay, during regular working hours, equivalent to two times the number of such hours worked in excess.

6.02.02 Employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees in their department or section thereof.

6.02.03 Employees called out from their residence in order to report to their job site for emergency work outside the scheduled hours of work for their position, but not immediately preceding them, will receive not less than two hours' pay at the specified overtime premium.

- 6.02.04 Overtime will be based on hourly rates. These rates will be determined by dividing the bi-weekly rate of pay of the employee concerned by ten times the employee's average daily hours of work; except that an employee, whose average daily hours of work times five are between 33.75 hours and 40 hours per week, or are 40 hours per week, will have the bi-weekly rate of pay, exclusive of all premiums and adjustments, assigned to the employee from the range of the class of the employee's position divided by 67.5 hours which will constitute the employee's regular hourly rate of pay for the purposes of this section.
- 6.02.05 When the City requires overtime work, it will first endeavour to ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the City be able to direct employees to work overtime. All scheduled overtime will be distributed as evenly as possible among employees in their respective jobs. The City will advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.
- 6.02.06 An employee required to work overtime following the completion of the employee's scheduled hours of work which continues in excess of two hours will be eligible for a lunch break of one-half hour without loss of pay, provided the overtime is to continue. The lunch break will normally occur following completion of two hours' overtime, however, if the conditions of the service require otherwise, the supervisor will assign the lunch period. In the event that overtime continues, such an employee will become eligible for further lunch breaks without loss of pay at intervals of four consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it will be deemed to have been taken after the completion of two hours of such overtime work.
- 6.02.07 An employee called out to work overtime will be eligible for a lunch break, without loss of pay, after four consecutive hours of overtime work, provided that overtime is to continue. They will be eligible for further lunch breaks at intervals of four consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.
- 6.02.08 An employee required to work overtime in excess of two consecutive hours immediately prior to the commencement of the employee's regular hours of work will be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and the employee's immediate supervisor.
- 6.02.09 An employee who, because of the nature of the employee's job or an emergent situation, does not receive the lunch breaks specified in 6.02.06 and 6.02.07 during the period of overtime work or during the employee's regular hours of work, as specified in 6.02.08, will be paid one-half hour at two times the employee's regular rate of pay for each lunch break missed in addition to the total hours worked and such time will be considered as hours worked.

6.03 Banked Overtime

- 6.03.01 Employees shall have the option to receive overtime, or pay for work on off days, or pay for work on statutory holidays:
- at their regular rate of pay and credit an equal dollar amount to their banked time; or,
 - credit the total dollar amount to their banked time.

The maximum hours employees can accumulate in their overtime bank is normally ten times an employee's average daily hours of work.

Employees who accumulate their banked overtime maximum may only bank further hours worked at premium rates with departmental approval. If the Department does not allow the employee to bank further hours worked at premium rates, the employee shall be paid for such hours worked at premium rates.

- 6.03.02 The time equivalent of dollar amounts in an employee's overtime bank shall be scheduled as time off, at a time mutually agreed by the City and the employee. Failing such mutual agreement, the City has the right to schedule the banked overtime; or, the employee can elect to be paid out in cash, in accordance with 6.03.03.

When employees choose to use their banked overtime as time off, the time equivalent is calculated by dividing the dollar amount in their bank by their regular rate of pay at the time the banked overtime is to be taken. Should the time equivalent of employees' overtime banks be reduced as a result of a pay rate increase, employees can make up the difference such that their banks do not exceed the banked overtime maximum at the new rate.

- 6.03.03 Employees may choose to have any portion of the dollar amount credited to their overtime bank paid off in cash, provided that such payment is made at a time approved by the City.

6.04 Pay for Work on Off Days

- 6.04.01.01 An employee required to work on an off day will be paid at two times the employee's regular hourly rate of pay for each hour worked. The provision for minimum call-out time specified in 6.02.03 will be applicable in this section.
- 6.04.01.02 Social Workers, Social Planners, Community Service Workers, Recreation Technicians, Recreation Officers, Transportation Technical Assistant I's or employees who are assigned duties relating to recreation and who work variable hours of work and who work on an off day will be granted a number of hours off duty, with pay, during regular working hours, equivalent to two times the number of such hours worked on the off day.
- 6.04.01.03 Employees who work variable hours of work may request to work additional hours to bank for future use in accordance with 6.04.07 of Addenda #1- Compressed Hours of Work Programs.
- 6.04.02 An employee, who either works intermittently or is scheduled to work five days or less per week, will be paid at two times the employee's regular hourly rate of pay for each hour worked on the employee's sixth and seventh consecutive day of work.

6.04.03 The off day premium will be based on hourly rates. The hourly rate will be based on the 33.75 hourly wage schedule regardless of whether the employee works a 33.75 hour week or weekly hours ranging from 33.75 up to and including 40 hours.

6.04.04 Employees required to work on an off day will, should they so choose, be eligible to bank monies earned as a result of such work in accordance with the provisions of 6.03-Banked Overtime.

6.05 Pay for Work on Statutory Holidays

6.05.01 An employee required to work on a recognized statutory holiday for which the employee is eligible will be paid two times the employee's regular rate of pay for each hour worked, in addition to the provisions in section 8.01.

6.05.02 Pay for work on statutory holidays will be based on hourly rates. The hourly rate will be based on the 33.75 hourly wage schedule regardless of whether the employee works a 33.75 hour week or weekly hours ranging from 33.75 up to and including 40 hours.

6.05.03 In the event that an employee is required to work on a holiday which is also one of the employee's off days, and the rate of pay specified for a holiday differs from that for an off day, the employee will be paid the higher of the two rates.

6.05.04 The provision for minimum call-out time specified in 6.02.03 will be applicable in this section.

6.05.05 Employees required to work on a statutory holiday for which they are eligible will, should they so choose, be eligible to bank the premium portion of monies earned as a result of such work in accordance with the provisions of 6.03-Banked Overtime. In the event the day in lieu of working the statutory holiday is not provided as stipulated in 8.01.04, this portion may also be banked.

6.06 Temporary Change of Duties

6.06.01 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 an increase to the first step above their present salary in the salary range of the relieved position 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 at the first step above their salary in the salary range identified by the Class Code in Appendix I for such Opportunity Class.

6.06.02 In the event that an employee's salary exceeds the salary range of their confirmed position, they shall receive an adjustment equivalent to the dollar difference between the salary in the range of the senior position which is closest to the employee's established salary and the next step in the range of the senior position, or to the initial salary provided in the salary range of the senior position, whichever is greater.

6.06.03 In no instance shall any such adjustment exceed the salary range of the relieved position as established in Schedule of Wages - Appendix I.

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 ten cents (\$1.10) per hour for said 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 cents (\$1.20) per hour 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.

6.08 Weekend Work Premium

6.08.01 911 Operators in the Edmonton Police Service only, shall receive one and one-half (1½) times the regular hourly rate of pay specified for them by this Agreement while engaged in work on a Sunday, which is part of their regular hours of work.

6.08.02 An employee, other than a 911 Operator in the Edmonton Police Service, who works a scheduled shift, the major portion of which falls on a Sunday, shall be paid at one and one-eighth (1¹/₈) times their regular rate of pay for those scheduled hours only, provided that said Sunday does not constitute one of their off days, a recognized statutory holiday, or an overtime shift.

6.08.03 An employee, other than a 911 Operator in the Edmonton Police Service, who works a scheduled shift, the major portion of which falls on a Saturday, shall be paid at one and one-eighth (1¹/₈) times their regular rate of pay for those scheduled hours only, provided that said Saturday does not constitute one of their off days, a recognized statutory holiday, or an overtime shift.

6.09 Hours of Work Wage Adjustment

6.09.01 Those employees whose average weekly hours of work equal forty (40) hours shall have applied to their class twelve percent (12%) in addition to the regular bi-weekly rate of pay assigned to them from the Schedule of Wages.

Any reduction from forty (40) hours shall nullify this wage adjustment.

6.09.02 It is further understood that this wage adjustment shall not apply to any person coming within the scope of clause 6.01.12.

6.09.03 The hours of work wage adjustment shall be considered part of the employee's regular rate of pay, when computing vacation pay, sick pay, or any other monetary benefit which relies on regular rate of pay for computation. The hours of work wage adjustment shall not be included as part of the regular rate of pay for promotional purposes.

6.10 Danger Pay

Employees shall receive danger pay of seventy (70) cents per hour in addition to their regular rate of pay for each hour or portion thereof while engaged in underground tunnel or sewer work.

6.11 Minimum Shift Requirements

- 6.11.01 Employees will not be scheduled less than three hours per shift per day unless mutually agreed to between the City and the employee.
- 6.11.02 Employees required to report for work will be paid a minimum of two hours at either their regular rate or at the overtime rate as applicable.

6.12 Standby Pay

6.12.01 Should a Department require employees for Standby Service, those employees must meet the following conditions:

- * 6.12.01.01 Employees must be assigned to and notified of Standby Service by their manager/supervisor.
- 6.12.01.02 When the employee is on Standby Service as stated above, the employee on Standby Service must be available and able to perform the work.
- * 6.12.02 The assigning of a mobile device to an employee is not an act that would result in an employee being automatically assigned to Standby Service. Consequently, an employee issued a mobile device would not be entitled to Standby pay unless that employee was assigned to Standby Service and was able to meet the other previously noted conditions.
- 6.12.03 Standby pay shall be paid on the following basis:
 - * 6.12.03.01 Evening to morning – one (1) hour of regular rate of pay per period.
 - * 6.12.03.02 Off days – two (2) hours of regular rate of pay per 24 hour period.
 - 6.12.03.03 Statutory holidays - at their regular rate of pay, at the rate of one hour in every six, for those hours held on standby on that recognized statutory holiday.

6.12.04 Telephone / Remote Work

Employees who are authorized by their Department to receive work related telephone calls and/or perform unplanned work remotely outside of normal working hours will maintain a log of the work performed and shall be compensated at the rate of one and one-half times their regular hourly salary or the equivalent time in lieu for the total time engaged in such work rounded to the nearest 15 minutes. This clause refers to telephone calls and/or remote access work and is not applicable when someone is called out as per 6.02.03.

6.13 Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in

determining the rate of pay to be paid to an employee, except as specified in clause 6.10, Danger Pay, and 6.07, Shift Differential.

7 Remuneration

7.01 Wages

- 7.01.01 The regular bi-weekly rates of pay established in the Schedule of Wages - Appendix I shall apply during the term of this Agreement for full-time employees. Employees shall be paid every two (2) weeks.
- 7.01.02 Part-time employees shall be paid based on hourly rates of pay. The hourly rates of pay shall be determined by dividing the bi-weekly rates of pay for full-time employees in their department or section thereof by ten (10) times the average daily hours of work of such full-time employees and rounding the product to the nearest whole cent.
- Part-time employees shall be paid every two (2) weeks.
In areas that contain both 40 and 33.75 hour full time employees in the same classification, any part-time employees in said classification shall be paid at the 40 hour wage rate.
- 7.01.03 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 until they reach the top step in the range assigned to their class.
- * 7.01.04 Subject to satisfactory performance and the completion of a performance review, permanent and probationary employees (in accordance with article 9.05) will receive an increment adjustment after completion of:
- a) 3 months service while on Step 1 of the pay range;
 - b) 6 months service while on Step 2 of the pay range;
 - c) 9 months service while on Step 3 of the pay range;
 - d) 12 months service while on Step 4 of the pay range; and
 - e) 12 months service while on Step 5 of the pay range.
- Upon attaining permanent status an employee shall receive an increment until they reach the top step in the range assigned to their class.
- ** 7.01.04.01 An employee hired into a position in accordance with Article 9.02, the increment provided in 7.01.04 a) shall be paid retroactively upon successful completion of the 6 month probationary period. The employee is eligible for advancement to Step 3 upon completion of 9 months service in accordance with 7.01.04 c).
- ** 7.01.04.02 An employee hired into a position in accordance with article 9.03, the increments provided in 7.01.04 a) and b) shall be paid retroactively upon successful completion of the 12 month probationary period. The employee is eligible for advancement to Step 3 upon completion of the remaining 6 months service in accordance with 7.01.04 c).
- 7.01.05 Employees receiving a promotion shall receive a minimum 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 on appointment. Such increase will be rescinded if the employee is not confirmed in the new position. Upon completion of the trial period, the employee shall have a performance review and, dependent upon the result of this review, shall either be:

- a) reverted to the employee's former position and former rate of pay, or
- b) confirmed in the new position at the same rate of pay, or
- c) confirmed in the new position with at least one additional increment increase, provided that such increase does not exceed the established range of the position.

Eligibility for future performance reviews and salary adjustments shall be determined in accordance with the schedule prescribed in 7.01.04 until the employee reaches the maximum step in the range assigned the position.

7.01.06 Where employees are absent, except for reason of paid vacation leave or leave in lieu of cash overtime, they shall have their anniversary date for salary adjustment purposes extended in accordance with the following schedule:

- a) Employees on Step 2 of the pay range assigned their classification – if the leave exceeds 30 calendar days, anniversary date extended by the total number of consecutive calendar days of such leave.
- b) Employees on Step 3 – if the leave exceeds 45 calendar days, anniversary date extended by the number of consecutive calendar days of such leave.
- c) Employees on Step 4 or 5 – if the leave exceeds 60 calendar days, anniversary date extended by the number of consecutive calendar days of such leave.

7.01.07 Should the City issue an employee with an incorrect pay cheque, then the City shall make the necessary monetary adjustments and/or take the internal administrative action as is necessary to correct such errors.

7.01.08 It is agreed by the parties that the hourly rates of pay contained in Schedule of Wages - Appendix I, represent the hourly rates of pay to be utilized when an employee, whose average daily hours of work equal six and three-quarter ($6\frac{3}{4}$) hours, works overtime or on an off day in accordance with the provisions of this Agreement.

Hourly rates of pay for employees whose average daily hours of work do not equal six and three-quarter ($6\frac{3}{4}$) hours shall be determined in accordance with the applicable provisions of this Agreement.

7.02 Retroactive Pay

7.02.01 An employee in the service as of the signing of this Agreement shall be eligible for a retroactive payment on wages paid to the employee during the period December 29, 2013 to the date of implementation of the 2014–2018 collective agreement. This retroactive payment shall be based on adjustments made to the regular rates of pay appropriate to a class or classes assigned to the position or positions occupied by an employee during the retroactive period indicated above, as listed in Appendix I. Wages shall mean those monies derived by formula from the regular rate of pay, including only

straight-time pay, overtime pay, pay for work on an off day and pay for work on a statutory holiday.

In accordance with articles 6.09.01. and 6.09.03., the hours of work wage adjustment shall be considered part of an employee's regular rate of pay for the purpose of calculating retroactivity.

7.02.02 Past employees who were in the service between the expiration date of the previous Agreement and the date of ratification of this Agreement by both parties shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same in writing within sixty (60) calendar days of ratification of this Agreement by both parties.

7.02.03 Past employees who were retired from the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall automatically receive the retroactivity provided by 7.02.01.

7.03 Educational Allowances

Employees shall be governed by City policy on educational allowances.

7.04 Implementation of Negotiated Increase

7.04.01 All employees, other than over-ranged employees, shall have applied to the annual rate in Appendix I, for the class assigned to their position, the increase negotiated for such class. The result shall be rounded off to the nearest dollar. The bi-weekly rate shall be determined by dividing the annual rate by twenty-six point one (26.1) and rounding the result to the nearest dollar. The hourly rate shall be determined by dividing the bi-weekly rate of the employee concerned by ten (10) times the average daily hours of work of such employee and rounding the result to the nearest cent.

7.04.02 Over-ranged employees shall have applied to their annual rate the percentage increase applied to Appendix I Part I of this Agreement. The result shall be rounded off to the nearest dollar. The bi-weekly rate shall be determined by dividing the annual rate by twenty-six point one (26.1) and rounding the result to the nearest dollar. The hourly rate shall be determined by dividing the bi-weekly rate of the employee concerned by ten (10) times the average daily hours of work of such employee and rounding the result to the nearest cent.

7.04.03 Over-Ranged Employees

The parties agree that effective December 1, 2002 all employees over-ranged as of that date will continue to receive negotiated increases. Anyone made over-ranged after that date will be red-circled and will receive no further economic adjustments until the maximum salary for their current position classification meets or exceeds their regular rate of pay.

8 Fringe Benefits

8.01 Statutory Holidays

8.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in 8.01.04.

New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other holiday which the City allows employees as a whole.

NOTE:

- For the purposes of this clause, Canada Day shall be deemed to be July 1st of each calendar year, or July 2 when July 1 is a Sunday.
- For the purposes of this clause, Boxing Day shall be deemed to be December 26th of each calendar year.

8.01.02 Temporary employees who have completed thirty (30) days' continuous service, or who have worked thirty (30) days with the City in the preceding twelve (12) months, shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable), provided they meet the terms and conditions set out in 8.01.04.

New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.

NOTE: For the purposes of this clause, Canada Day shall be deemed to be July 1st of each calendar year, or July 2 when July 1 is a Sunday.

8.01.03 Part-time employees shall be paid for the statutory holidays to which they are entitled. Such pay will be at their regular rate of pay and calculated in accordance with the Employment Standards Code.

8.01.04 All employees shall receive the recognized statutory holidays, for which they are eligible, with pay, or other days with pay in lieu of such statutory holidays, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of fourteen (14) calendar days or less duration, except when such leave is a result of a compensable accident.

8.01.05 If, during a period of sick leave of fourteen (14) calendar days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.

8.01.06 Where the City designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not consistent with the operational requirements of the City, the employee may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the employee and the supervisor. However, should the employee and the supervisor fail to reach mutual agreement on such lieu day,

then the employee shall be allowed a day off in lieu of the statutory holiday at a time determined by the City. Where such a day is not provided, the employee shall receive a day's pay in lieu of the statutory holiday.

- 8.01.07 The application of these provisions shall not be construed as either a layoff or a change in an employee's hours of work schedule or their regular hours of work.

8.02 Annual Vacation Leave

- 8.02.01 A full-time permanent or probationary employee shall earn vacation credits on the following basis:

8.02.01.01 Fifteen (15) times the average daily hours of work of the employee in each vacation year commencing with the bi-weekly pay period in which their date of entry into a position with the City as a probationary or permanent employee occurs (0.576 times the average daily hours of work, per bi-weekly pay period).

8.02.01.02 Twenty (20) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their seventh (7th) anniversary of continuous service occurs (0.769 times the average daily hours of work, per bi-weekly pay period).

8.02.01.03 Twenty-five (25) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their sixteenth (16th) anniversary of continuous service occurs (0.961 times the average daily hours of work, per bi-weekly pay period).

8.02.01.04 Thirty (30) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their twenty-second (22nd) anniversary of continuous service occurs (1.154 times the average daily hours of work, per bi-weekly pay period).

8.02.02 A full-time provisional or temporary employee shall earn vacation credits to a maximum of ten (10) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their date of entry into a position with the City occurs (0.384 times the average daily hours of work, per bi-weekly pay period); after five (5) consecutive years of employment, fifteen (15) times the average daily hours of work of the employee in each vacation year commencing with the bi-weekly pay period in which their entry into a position with the City occurs (0.576 times the average daily hours of work, per bi-weekly pay period) in accordance with the provisions of the current Employment Standards Code.

8.02.03 A full-time employee shall be entitled to vacation credits commensurate with their status as temporary, provisional, probationary or permanent and their vacation pay shall be their regular rate of pay for the class of position to which the employee is permanently appointed or is serving a trial term thereof.

8.02.04 A part-time employee shall be entitled to vacation credits commensurate with their status as temporary, provisional, probationary or permanent, except that vacation pay shall be at their regular rate of pay and in accordance with the following formula which shall be computed on each anniversary of a part-time employee.

- 8.02.04.01 A part-time permanent or probationary employee shall be entitled to a number of hours of annual vacation equal to:
3/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence.
- 8.02.04.02 A part-time permanent or probationary employee who has completed eight (8) years of continuous service shall be entitled to a number of hours of annual vacation equal to:
4/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence.
- 8.02.04.03 A part-time permanent or probationary employee who has completed seventeen (17) years of continuous service shall be entitled to a number of hours of annual vacation equal to:
5/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence.
- 8.02.04.04 A part-time permanent or probationary employee who has completed twenty-three (23) years of continuous service shall be entitled to a number of hours of annual vacation equal to:
6/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence.
- 8.02.04.05 A part-time temporary or provisional employee shall be entitled to a number of hours of annual vacation equal to:
2/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence.
- After five (5) consecutive years of employment:
3/52 X their total straight-time hours worked in the preceding vacation year, including all paid leave of absence, in accordance with the provisions stipulated in the current Employment Standards Code.
- 8.02.05 When a temporary or provisional employee is appointed to the permanent staff, their length of service for vacation entitlement purposes shall be established by adding together the total number of pay periods employed with the City as a provisional or temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes. However, the pay periods employed as a temporary or provisional employee which occur prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.
- 8.02.06 An employee shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the City.
- 8.02.07 Subject to City Policy, an employee may be permitted to carry over vacation to the next year.
- 8.02.08 On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at their regular rate of pay for the class of

position to which the employee is permanently appointed or serving a trial term thereof. In case of death, payment shall be made to their estate.

- * 8.02.09 If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, they shall receive statutory holiday pay for the recognized holiday, instead of using vacation time.

8.02.10 An employee granted leave of absence without pay for a period in excess of two (2) consecutive pay periods shall cease to earn vacation credits commencing with the third (3rd) pay period and continuing until they return to work.

8.02.11 A permanent employee absent because of sickness and/or accident shall cease to earn vacation credits upon expiration of their S.T.D. benefits.

A permanent or probationary employee absent because of occupational disability for a period in excess of one hundred and eighty (180) consecutive calendar days, shall cease to earn vacation credits after the one hundred and eightieth (180th) calendar day until the employee returns to work.

8.02.12 If an employee is incapacitated due to illness or injury for three (3) days or more while on their earned vacation, the days so incapacitated shall not be considered vacation but shall be considered as sick time if they produce a medical certificate satisfactory to the City and signed by a physician.

8.02.13 A permanent or probationary employee on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions.

8.02.14 Insofar as the efficient operation of a department will permit, an employee shall have the right to choose the period of vacation according to seniority standing.

8.02.15 An employee may be allowed to take vacation leave to the maximum of their earned vacation credits. However, departments shall establish an annual period of May 1 to April 30 for the purpose of scheduling vacation leave.

- * 8.02.16 A vacation schedule shall be made available to employees in each department no later than February 1 of each calendar year. Any employee who fails to indicate a choice of vacation leave by March 15 will have waived whatever right they may have had to choose their vacation leave period. Between March 15 and April 1, the completed vacation leave schedule for all employees shall be posted in each department. Seniority shall prevail in the preparation of this schedule insofar as the efficient operation of the department permits. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice, or has been assigned vacation, as the case may be.

8.02.17 An employee promoted or transferred from one department or from one section to another after February 1 shall not exercise their seniority for the purpose of vacation choice during the first calendar year of employment in the department or section for the vacation selection process under Article 8.02.16.

When an employee is promoted or transferred from one department or from one section to another, the City will make every reasonable effort to accommodate that employee's scheduled vacation.

The City will confirm the status of vacation scheduled for the next vacation year upon posting the vacation schedule in accordance with Article 8.02.16 when an

employee begins in the new position between February 1 and March 31 or within two weeks of the employee's first shift in the new position thereafter.

- 8.02.18 It is understood that no cash settlement will be made for vacation entitlement, except as may be mutually agreed between the City and the employee.

8.03 Leave of Absence

8.03.01 Leave With Pay

- 8.03.01.01 The City shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

8.03.01.01.01 In the event that an employee is elected to the negotiating committee for the Union, they shall be granted leave, at their regular rate of pay, for the purpose of attending joint collective bargaining meetings in the establishment of a new collective agreement. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union and that the Department Head will be advised in writing of the names of the elected employees at least thirty (30) calendar days prior to the earliest opening date of the collective agreement.

8.03.01.01.02 If an accredited representative of the Union is required to investigate or meet with City representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, they shall be granted leave with pay.

8.03.01.01.03 Leave of absence with pay for other matters of mutual concern may be made in accordance with City regulations.

8.03.01.01.04 Leave of absence with pay shall be for those hours the employee normally would have worked had they not been required to meet with representatives of the City.

8.03.01.02 Bereavement Leave

* A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for bereavement leave in accordance with the following:

* 8.03.01.02.01 When death occurs in the employee's immediate family – that is, current spouse/common-law partner, parents, children, or ward, the employee, on request, shall be excused for up to any five (5) regularly scheduled consecutive working days, excluding scheduled days off, without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the date of death. Notwithstanding the above, where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods within the 12 month period. Such request is subject to the approval of the City. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

Three (3) days leave with pay for persons related as follows: grandchild, guardian, parent of current spouse/common law partner, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a related dependent of the employee. The employee, on request, shall be excused for up to any three (3) regularly scheduled consecutive working days, excluding scheduled days off, without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

One (1) days leave with pay for persons related as follows: grandparent or grandparent of current spouse/common law partner. The employee, on request, shall be excused for up to one (1) regularly scheduled work day without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

* 8.03.01.02.02 One-half (½) day's leave with pay for persons related more distantly than those listed in 8.03.01.02.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

8.03.01.02.03 The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.

8.03.01.02.04 A permanent or probationary employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

8.03.01.03 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in court or before an administrative tribunal as a witness or juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay, at their regular rate of pay, provided that any wage replacement paid to the employee for this appearance is given to the City.

8.03.01.04 Leave for Medical and Dental Appointments

Permanent and probationary employees will schedule and attend their medical and dental appointments on their own time. Only when this is not possible will appointments be allowed on City time, without loss of pay, to a maximum of three hours. Employees are expected to provide as much notice as possible and will not be obliged to make up the time spent away from work to keep the appointments.

8.03.01.05 Citizenship Court

An employee shall be granted one-half (½) day leave with pay to attend at the Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

8.03.02 Leave Without Pay

8.03.02.01 An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay. Where absence of more than one person creates a staffing problem within an operating unit, this provision shall be limited to one person.

8.03.02.02 Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

- a) If an employee becomes an official or employee of the Union, the employee shall be granted leave of absence for the purpose of carrying out the duties of the office and shall retain seniority in their department as if they had remained in continuous employment therein.
- b) The employee shall have the right at any time while actively employed by the Union, to return to:
 - 1) the same City position (if available), or
 - 2) a comparable position, or
 - 3) such other position to which the employee may be promoted by reason of seniority and ability,upon giving 30 calendar days notice in writing.

The City shall place the employee into such position no later than 30 calendar days after receiving notice of intent to return, unless otherwise mutually agreed.

- c) Employees shall provide written notice of intent regarding their reversion rights to a City position no later than 30 calendar days following their last date of employment with the Union.
- d) Such an employee shall make regular contributions to the Pension Fund, and all employee benefits, participating in these plans as would a permanent employee of the City. Contributions to these benefits shall be based on earnings during the employee's full-time employment with the Union. The Union shall pay the City's portion, making due allowance for changes in the employee's marital status and number of dependents.

8.03.02.03 Maternity and Parental Leave

8.03.02.03.01 Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the City in accordance with City Policy and consistent with existing Provincial and Federal Legislation.

8.03.02.03.02 Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

NOTE: For the purpose of this section, the City's Disability Plans shall include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

"Valid, health-related portion" shall mean that period of eligible employee's pregnancy during which they are disabled (in accordance with the terms of

the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

- 8.03.02.03.03 The City shall grant maternity/parental leave in accordance with the following: Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the City will be under no obligation to provide future employment.
- 8.03.02.03.04 Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental Leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- 8.03.02.03.05 Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a pregnant employee is unable to perform the duties of their position or such alternate position as may be made available, for which they are qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the pregnant employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- 8.03.02.03.06 Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.
- 8.03.02.03.07 Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but employees on such leave will not lose seniority. Employees who are members of the City's Disability Plans as provided for by the City and who provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the City's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the City's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

A pregnant employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid,

health-related portion of their pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a pregnant employee may commence sick leave prior to their estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

- 8.03.02.03.08 Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the City, they shall automatically be deemed to have terminated their employment when said period expires.
- 8.03.02.03.09 Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks notice to the City of their return to work. If the same position is not available then a comparable position will be found.
- 8.03.02.03.10 Employees, who choose to carry benefits while on a leave of absence are required to pay both the City and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through the Employee Service Centre.

8.03.03 Other Leaves of Absence

Other leaves of absence without pay may be granted, at the discretion of the City, to an employee.

8.03.04 Other Employment

An employee engaged in other employment for gain while on leave of absence without the express written consent of the City shall be deemed to have automatically terminated their service with the City.

8.04 Supplementation of Compensation Award

If an employee is prevented from performing the employee's regular work with the City on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such an amount that the award of the Workers' Compensation Board for loss of wages (excluding non-economic loss payment), together with the supplementation by the City, will equal 100% of the employee's regular net wage (gross pay less statutory deductions, union dues and required benefit plan contributions). The said supplementation shall not be payable to any employee entitled to compensation after pension age if such an employee is entitled to an unreduced pension as provided under the Local

Authorities Pension Plan or after the full age of 65 years if such an employee is not entitled to a pension. Subject to the foregoing limitation, the procedure to be followed in operating this policy shall be as follows:

- 8.04.01 Any permanent employee, on completion of the necessary assignment to the City of the employee's compensation payments for loss of wages, will be carried on the payroll of the City at 100% of the employee's regular net wages (gross pay less statutory deductions, union dues and required benefit plan contributions) until the Workers' Compensation Board certifies that the employee is able to return to work or until granted an Economic Loss Payment by the Workers' Compensation Board for either partial or total disability, whichever may be the sooner.
- 8.04.02 The cases of compensation to temporary employees shall be referred to the City Manager for authority to supplement the Workers' Compensation Board Award and, if such supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the Workers' Compensation Board. In no event, however, shall the period of supplementation for temporary employees exceed three months without the approval of the City Manager.

8.05 Clothing

8.05.01 Laboratory Workers

Laboratory Workers shall be issued with clothing in accordance with the following provisions:

- 8.05.01.01 During their first year of employment as a permanent employee in the position - five (5) laboratory coats. Thereafter, the laboratory coats will be replaced on evidence of fair wear and tear.

8.05.02 Mail Clerks

Mail Clerks shall be issued with clothing in accordance with the following provisions:

- 8.05.02.01 During their first year of employment as a permanent employee in the position - two (2) jackets, two (2) shirts and two (2) pairs of pants. Thereafter, one (1) jacket, one (1) shirt and one (1) pair of pants annually.

8.05.03 Survey Crew Workers

Survey Crew Workers shall be issued with clothing in accordance with the following provisions:

- 8.05.03.01 During their first year of employment as a permanent employee in the position - one (1) pair of rubber boots. Thereafter, the rubber boots will be replaced on evidence of fair wear and tear.
- 8.05.04 All employees who are supplied with clothing by the City shall be responsible for the laundering and/or dry cleaning of same.

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, 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.

8.07 Parking

8.07.01 The City agrees that, where an employee is provided parking with plug-ins, the employee shall pay \$4.00 parking per month for the use of such stall. Where plug-ins are not available, there shall be no charge for the use of such stall.

8.07.02 An employee who uses their private motor vehicle on a continuing basis in order to perform business for the City of Edmonton in a metered area shall be provided with an identification card for their vehicle which will allow them to park at designated City meters free of charge.

8.07.03 An employee who uses their private motor vehicle on a continuing basis in order to perform business for the City of Edmonton in a non-metered area shall either have:

- access to an identification card for their vehicle which will allow them to park at designated City meters free of charge, or
- be reimbursed for parking expenses incurred as a result of legally parking their vehicle at City of Edmonton parking meters or at a private parkade if City of Edmonton parking meters are not available.

Reimbursement for expenses shall be made upon the presentation of receipts or a claim.

* 9 Probationary Period

* 9.01 Except as otherwise provided in 9.02 and 9.03 below, the probationary period for new or current non-permanent employees hired into permanent positions shall be three (3) months.

** 9.02 The probationary period for new or current non-permanent employees hired into permanent positions in the following classifications shall be six (6) months:

- Assessor;
- Assessor Assistant;
- Assessor Intern;
- Associate Assessor;
- CPIC Information Operator I;
- Document Server I;
- Property & Exhibit Technician I;
- Methods Analyst I (Within Assessment & Taxation Branch only); and
- Methods Analyst II (Within Assessment & Taxation Branch only)

* 9.03 The probationary period for new or current non-permanent employees hired into permanent positions in the following classifications shall be twelve (12) months:

- Emergency Communications Officer; and
- Emergency Communications Officer (Opportunity Concept)

* 9.04 Notwithstanding 9.01 and 9.02 above, where the City provides the operational rationale, the Union may agree to establish a probationary period to a maximum of one (1) year for certain classifications.

* 9.05 Except for those classifications listed in 9.02 and 9.03 above, the City shall issue an employee a written performance appraisal upon completion of each three months of the employee's probationary period. For those classifications listed in 9.02 and 9.03, the City shall issue the employee a written performance appraisal upon completion of six or twelve months respectively.

9.06 The City has the right to extend an employee's probationary period to a maximum of one year. The employee and the Union will be advised of the City's reasons for extension and the affected employee shall receive a copy of the written performance appraisal.

9.07 New employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.

10 Promotions

- 10.01 In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations and, where two (2) or more applicants are qualified to fulfil the duties of the position, seniority shall be the determining factor.
- * 10.02 Except as otherwise provided in 10.03 and 10.04 below, a permanent employee who has been selected to fill a permanent position on a promotion shall have a trial period of (3) months.
- ** 10.03 A permanent employee who has been selected to fill a permanent position on a promotion to any of the following classifications shall have a trial period of six (6) months:
- Assessor;
 - Assessor Assistant;
 - Assessor Intern;
 - Associate Assessor;
 - CPIC Information Operator I;
 - Document Server I;
 - Property & Exhibit Technician I;
 - Methods Analyst I (Within Assessment & Taxation Branch only); and
 - Methods Analyst II (Within Assessment & Taxation Branch only)
- ** 10.04 A permanent employee who has been selected to fill a permanent position on a promotion to any of the following classifications shall have a trial period of twelve (12) months:
- Emergency Communications Officer; and
 - Emergency Communications Officer (Opportunity Concept)
- * 10.05 Trial periods may be extended to a maximum of one (1) year in special cases. In the event that the normal trial period is extended, the employee and the Union shall be advised of the City's reasons and the affected employee shall be provided with a copy of their written performance appraisal. The City shall issue an employee with a further performance appraisal upon completion of each three (3) months of that employee's extended trial period.
- 10.06 During the trial period, an employee may elect to revert to their former position or may be reverted by the City.
- 10.07 Any employee having the seniority and qualifications to fill a higher vacant position and who, for any reason, declines or refuses to accept such position when it is offered to them in writing, shall become junior to the employee who is appointed. This clause shall not apply to a temporary position of less than one (1) week's duration. Where a permanent employee is selected to fill a higher vacant temporary position, the permanent employee shall be allowed to revert to their previous permanent position or a comparable one at their former rate of pay, after the completion of the temporary position. Where the length of the temporary promotion is less than or equal to nine (9) months, the City shall have the right to appoint an

employee to fill the permanent employee's position without posting it as a vacancy. This provision shall however be subject to the layoff provisions enunciated in article 11.

10.08 Employees shall be eligible to apply for positions not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, it is expressly declared that nothing in this Agreement shall be deemed to bind the City to appoint an employee to a position which does not come under the jurisdiction of the Union.

10.09 Any permanent employee who is presently in an over-ranged position will be permitted to apply for, and will be considered for, a position deemed as being one which provides a better opportunity for future promotion, even though such employee will be over-ranged in that position.

A permanent part-time employee shall be considered to be applying for a promotion when applying for a permanent full-time position within the same pay range as the employee occupies on a permanent part-time basis. Such promotion shall not, however, entitle the employee to an increase in pay as stipulated in article 7.01.

10.10 Where there is a question as to qualifications of applicants, for any position, an examination may be held. The format of the examination will be discussed with the Union.

11 Layoffs, Recalls, Technological Change and Transfers

11.01 Layoffs and Recalls

11.01.01 A workforce reduction is the reduction in the number of permanent positions that results in the displacement or layoff of permanent employees.

11.01.02 When the City believes a workforce reduction is required, the City will identify:

- the organizational unit (department, branch or section) where workforce reduction(s) will be required, and
- the number of positions within each class that may be eliminated by the workforce reduction.

The City will notify the Union of the business rationale supporting the above. The City and the Union will meet to consider alternatives to workforce reduction and discuss the process of informing affected employees of their potential displacement or layoff, and ways to involve the employees in considering alternatives.

If the workforce reduction is unavoidable, the City will identify the employees who may be displaced from their assigned positions or laid off and discuss the timing of the workforce reduction with the Union.

11.01.03 Prior to implementing a workforce reduction, temporary and provisional employees in an organizational unit will be terminated and temporary positions will be eliminated as operational circumstances permit.

11.01.04 A permanent employee who occupies a higher temporary position within a class being reduced, will be returned to their permanent position, if available, or to a comparable position. A permanent employee who is working at an Opportunity Concept level, within a class being reduced, will be returned to their former position, if available, or to a comparable position, at their former rate of pay. An employee who did not hold a position within the bargaining unit immediately prior to entering an Opportunity Class or a permanent employee working in a temporary position who does not have a position to return to will be deemed to have the least overall Union seniority for the purposes of 11.01.

11.01.05 If the City confirms that a workforce reduction is required, the permanent employee in the class to be reduced who has the least overall Union seniority will be the first displaced from the class.

11.01.06 A permanent employee who is displaced from their class by workforce reduction may be eligible to be placed in an alternate permanent position within the same branch in an equally paid or lower paid classification, provided that:

- a) the employee is qualified to perform the duties of the alternate position; and
- b) the employee is senior to the current incumbent.

11.01.07 If a displaced employee is eligible to be placed in two or more classes with the same pay range, the employee will only be eligible for placement into the position occupied by the employee with the least overall Union seniority among these classes.

- 11.01.08 If there is a question as to the employee's ability to perform the required duties of the alternate position, the City reserves the right to establish a trial period of up to six months. At any time during the trial period, the City or the employee may deem the trial period to be unsuccessful. Under these circumstances, the displaced employee may elect to exercise rights to the next lower class for which the employee is senior and qualified.
- 11.01.09 A permanent employee who is displaced from their class and declines an alternate position or is not eligible for placement in an alternate position will be laid off.
- 11.01.10 A permanent employee who is laid off as a result of workforce reduction will receive the following notice or pay in lieu of notice:
- a) less than four years of service: 2 weeks
 - b) four or more, but less than six, years of service: 4 weeks
 - c) six or more, but less than eight, years of service: 5 weeks
 - d) eight or more, but less than ten, years of service: 6 weeks
 - e) ten or more years of service: 8 weeks
- * 11.01.11 Clauses 11.01.01 to 11.01.10 will not apply in instances where the workforce reduction is estimated to be of a duration of 30 days of work or less. Under these circumstances, the affected employee will have the option, with the approval of the department, to use vacation or banked overtime credits rather than be laid off for any days applicable to this clause. The City will also make every reasonable effort to retain the employee for the duration of the short-term layoff.
- 11.01.12 If the number of permanent positions in a department, branch or section is to be increased, a permanent employee formerly belonging to the department, branch or section and class to be increased who has been displaced or laid off within the previous 24 months will, if available, be recalled in the reverse order of their displacement or layoff, in preference to other applicants.
- 11.01.13 A laid off permanent employee who is recalled to a permanent position within 24 months of their layoff will retain the same seniority and benefits they had as a permanent employee prior to layoff.
- 11.01.14 A permanent employee who is laid off and subsequently recalled within 24 months into a temporary position within the scope of this collective agreement will be considered a provisional employee.
- 11.01.15 A permanent employee on layoff will retain the seniority they had at the time of layoff and be able to exercise their rights in accordance with Article 10 when applying for vacant positions within the City. Such employee will be granted an interview and be given due consideration for all positions for which they apply and for which they are considered qualified. The provisions of this clause apply during the 24 month period following layoff.
- 11.01.16 A provisional employee who is terminated due to a workforce reduction will be eligible for recall into their former position following the placement of all eligible permanent employees and prior to the hiring of temporary employees into such positions.

NOTE: For the purposes of workforce reductions in the Edmonton Police Service, reference in this article to “Branch” shall mean “Bureau”, except in the case of the Corporate Services Bureau (as it is currently known), where the organizational unit for bumping will be determined at the time of the reduction.

11.02 Technological Change

- 11.02.01 An employee classified as a permanent employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.
- 11.02.02 Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.
- 11.02.03 The City agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.
- 11.02.04 The City and the Union, in co-operation with Government, agree to participate in every way possible in training and retraining employees.

11.03 Transfers

11.03.01 Transfers of Over-ranged Employees

- 11.03.01.01 No permanent employee who becomes over-ranged as a result of a reclassification of their position shall be dismissed (or suffer any reduction in wages) except for just cause or as a result of layoffs or staff reductions affecting such over-ranged employee. However, an employee who is recalled to their former position in which they were over-ranged shall be recalled at their former rate of pay provided such recall is within twenty-four (24) months of their layoff.

However, the City shall have the right to transfer an over-ranged employee to any vacant position for which they are deemed to qualify, said position being the same pay range of the position being vacated, or higher, in order to remove or to retrain the employee through experience so that they may progress to a position which will remove them from the over-ranged status.

- 11.03.01.02 Should the City determine that the said employee does not qualify for continuance in the new position, based on a written performance appraisal completed during the trial period, they shall be reverted to their former or equivalent position with not less than their former rate of pay.

11.03.02 Lateral Transfers

- 11.03.02.01 When an employee is laterally transferred and regarded as having adequate preparation for the new position, they shall suffer no loss in pay. However, if

the employee is not fully qualified for the new position, they shall suffer no more than a two-step reduction in pay. Upon satisfactory performance at the end of the first three (3) months in the new position, they shall regain one (1) step and, at the end of the next three (3) months of service, they shall regain the second lost step.

- 11.03.02.02 Employees shall be eligible for lateral transfer in accordance with or notwithstanding the posting procedure.

11.04 Job Security

11.04.01 Without restricting its right to determine the methods by which municipal services are to be provided, the City agrees that no permanent employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by such permanent employee.

11.04.02 If any position to which a permanent employee has been promoted is abolished as a result of contracting out work, the employee holding such position shall revert to the permanent position they formerly held within the branch (if branches are named) or department concerned.

11.04.02.01 If there are no permanent positions available to which a permanent employee may revert as a result of contracting out work, then they shall have the right to firstly fill any position occupied by a temporary employee at the time of the layoff within the department concerned, provided that they are qualified for the position and, secondly, fill any position occupied by a provisional employee at the time of layoff within the department concerned, provided that they are qualified for the position.

11.04.02.02 If there are no positions available to which a permanent employee may revert within the department concerned, then they will be offered employment for which they are qualified in another department.

11.04.02.03 Should a permanent employee refuse to revert to another position within their department or refuse to accept an offer of employment in another department, then they will be laid off. In this event, they will be recalled in accordance with the provisions of 11.01.

12 Posting and Filling Vacancies

12.01 Any vacancy required to be filled must be posted immediately and shall be conspicuously posted, for a period of seven calendar days, in all departments having jobs coming within the jurisdiction of the Union.

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

12.02 Should it be desirous not to fill a vacancy, the matter will be reviewed by the parties to this Agreement.

12.03 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed 90 calendar days.

12.04 Grievances arising out of posting and filling of vacancies shall be initiated and processed in accordance with the dispute resolution procedure.

12.05 Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to the Human Resources Branch, clearly indicating the appropriate job requisition number and the return address of the applicant. All applications will be considered as submitted by the applicant.

The Human Resources Branch shall notify the Union of the selected applicant and the names of all internal employees within the Union's jurisdiction who were unsuccessful applicants, upon completion of the selection process. The Human Resources Branch shall also notify each internal employee who was an unsuccessful applicant of the name of the successful applicant.

Appointment of the selected candidate shall be final, subject to satisfactory completion of the required probationary (or trial) period, or the outcome of any grievance filed within the required timelines, from the date the last employee received notification from the City.

12.06 The City shall have the right to fill vacancies which result from:

- reversions from a trial period, or
- terminations of employment during a probation period, or
- employees vacating temporary positions,

from among the original applicants to a posting without re-posting such vacancies.

The right to make a selection out of the original competition file in these circumstances will extend for a period of nine (9) months from the date of a temporary appointment made in accordance with article 12.03 and/or for a period of six (6) months from the date that the position was originally posted.

12.07 Appointments may be made by mutual agreement between the Union and the City without posting.

12.08 Appointments from within the bargaining unit shall be made within three weeks of the selection of a candidate unless a grievance is filed.

12.09 Where the estimated duration of a temporary position exceeds 90 calendar days, the temporary position shall be posted, except where the duration of the temporary position is uncertain due to illness or injury of the incumbent. In such cases, an appointment may be made for up to 150 calendar days.

The City may make additional appointments for up to 150 calendar days when further vacancies occur from backfilling the position of the original incumbent on leave as described above.

In cases where additional appointments up to 150 calendar days are made, the union shall be notified of each additional appointment and the original incumbent off on leave and all appointments directly occurring from that incumbent's leave. The City and the Union will mutually agree to the form that will be used to track these appointments.

12.10 Where a temporary position is posted, the estimated duration of such position shall be set out in the posting and shall be subject to the provisions of article 19.

12.11 Where the estimated duration of a temporary position created as a result of a permanent or probationary employee being granted maternity leave is 27 weeks or less in duration, the affected department may fill such temporary position by means of an internal posting.

Copies of all internal postings shall be forwarded to the Union.

- * 12.12 In instances where a permanent employee is appointed to temporarily act in a managerial or out-of-scope (non-Union) position for eighteen (18) months or less and such employee is reverted or chooses to revert to their former position or an equivalent position within the scope of this Agreement, then no posting shall be required to complete such reversion. Employees will have no access to the Dispute Resolution Process under Article 16 for incidents or events that occur while they are in an out-of-scope (non-Union) or management position.

Upon reversion such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement. Employees shall continue to have Union dues deducted from their wages in accordance with the provisions of 5.04 while in the temporary position.

- * 12.13 In instances where a permanent employee is appointed to a position which is outside the scope of this Agreement and such employee is reverted, or chooses to revert to their former position or an equivalent position within the scope of this Agreement during the employee's probationary period or trial term in the new position, and where such probationary period or trial term does not exceed six months, then no posting shall be required to complete such reversion. Employees will have no access to the Dispute Resolution Process under article 16 for incidents or events that occur while they are in an out of scope or management position.

Upon reversion, such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee was working out-of-scope of this Agreement, provided the employee pays the Union the equivalent of all dues which would have been deducted from their wages in accordance with the provisions of 5.04. for the period they were working out-of-scope.

13 Seniority

13.01 When an employee achieves permanent status, their length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in positions coming within the jurisdiction of this Agreement shall determine their seniority standing.

13.01.01 When two or more employees have equal seniority standing, their relative seniority standing shall be determined by their payroll number. A lower payroll number will result in higher relative seniority standing.

13.02 When an employee achieves provisional status in accordance with clause 3.21, their length of unbroken employment as a provisional employee in positions coming within the jurisdiction of this Agreement shall determine their seniority standing relative to other provisional employees. In no event shall a provisional employee have any seniority over a permanent or probationary employee, however a provisional employee shall be given seniority over temporary employees.

13.03 Temporary employees shall not have seniority standing.

13.04 Should a permanent employee, who assumes the functions of a position which is outside of the jurisdiction of this Agreement, be reverted to a position within the scope of this Agreement in accordance with the provisions of 12.13, then such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement.

13.05 Lists showing the length of unbroken service of employees by department shall be furnished annually by the City to the Union upon request but not more than once a year. The City shall provide to the Union upon request a list showing the seniority of employees directly affected by an individual grievance.

13.06 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident or layoff. Nor shall an employee lose any seniority rights if they are on leave of absence approved by the City.

13.06.01 An employee shall lose their seniority only in the event that:

13.06.01.01 they are discharged for just cause and are not reinstated;

13.06.01.02 they resign;

13.06.01.03 they are laid off and fail to report for work within seven calendar days after being notified in writing to do so, unless failure is due to sickness or other just cause. It shall be the employee's responsibility to keep the City informed of their current address;

13.06.01.04 they are laid off for a period longer than twenty-four (24) months.

13.06.01.05 they voluntarily transfer to a non-permanent part-time position. Such employee will be given a provisional seniority date as follows:

- if the employee had a provisional seniority date prior to attaining permanent status that seniority date will be the employee's new provisional seniority date

- if the employee was hired into a permanent position, without having attained a provisional seniority date, their new seniority date will be 1,755 hours after they were hired into the permanent position, or 1,755 hours after they commenced continuous service to become a permanent employee.

13.07 Seniority for Jurisdictional Transfers

- 13.07.01 An employee's seniority within the jurisdiction of the collective agreement between the Union and the Edmonton Public Library Board shall not be applicable when applying for promotions or transfers to positions coming within the scope of this Agreement. However, once an employee has effected such a transfer or promotion, their seniority shall be based on their continuous employment as a probationary and permanent employee in positions coming within the jurisdiction of the above-mentioned Agreement in addition to their unbroken service in positions coming within the scope of this Agreement.
- 13.07.02 Permanent CSU 52 employees who transfer from the Edmonton Public Library to a position within the jurisdiction of this Agreement shall have their earned vacation reconciled upon transfer. In the employee's first year or portion thereof within the jurisdiction of this Agreement, the employee shall earn vacation in accordance with article 8.02.01.01. Thereafter, the employee's length of unbroken service in positions coming within the jurisdiction of the above Agreements shall be used to determine vacation entitlement.

13.08 Staff Support Seniority Upon Attaining Permanent Status

The City is prepared to recognize staff support service for the purpose of Civic Service Union 52 seniority provided that the following criteria are all met:

- 13.08.01 When an employee achieves permanent status, their length of unbroken employment as a probationary, permanent, full-time temporary and full-time provisional employee in positions coming within the jurisdiction of this agreement shall determine seniority standing. Full-time temporary employment shall include full-time staff support assignments within Civic Service Union 52's jurisdiction, providing service is unbroken. Given the nature of support staff assignments, all periods without hours worked for longer than two (2) consecutive weeks, with the exception of annual consecutive three (3) week vacation periods, will break the full-time staff support continuous service that may be recognized.
- 13.08.02 All employees who terminate employment with Support Staff Services will be provided with a list of their unbroken staff support service that may be recognized for the purpose of seniority. Those with staff support service must apply to have this service recognized within sixty (60) days of attaining permanent status. Each employee will be required to sign an acknowledgment, at the time of resignation from Support Staff Services, that they have been advised of these dates of applicable unbroken service and of the conditions under which this service may be considered for the determination of seniority standing.
- 13.08.03 Only support staff service accrued after February 1, 1996 will be considered for seniority purposes, and will have no retroactive application.

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 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."

15 Developmental Positions

15.01 Opportunity Concept

- 15.01.01 The Opportunity Concept is designed to enable those employees who do not possess the required training and/or experience and are therefore unqualified, to successfully compete for certain higher level jobs at the job level, and to be considered for the higher level job through on-the-job training. The concept contemplates a training period of varying duration, depending on the Opportunity Class, with quarterly or semi-annual performance and salary reviews. Appointment to a position under the Opportunity Concept shall be at the City's discretion, and subject to the suitability of other applicants and/or the City's operational requirements. Employees applying under the Opportunity Class Concept shall not be able to exercise seniority when applying for such higher level positions in the Opportunity Class.
- 15.01.02 An employee within the bargaining unit entering an Opportunity Class shall suffer no loss in pay, however, where their current salary on entering the class overlaps the Opportunity Class salary range, they shall not receive a salary adjustment until such time as their quarterly or semi-annual performance assessment in terms of salary exceeds that employee's salary upon entering the Opportunity Class.
- 15.01.03 An employee who held a position within the bargaining unit immediately prior to entering an Opportunity Class and who withdraws or is withdrawn by the City from the Opportunity Class prior to attaining job level shall revert to their former position, if available, or to a comparable position, at their former rate of pay. An employee who did not hold a position within the bargaining unit immediately prior to entering an Opportunity Class and who withdraws or is withdrawn by the City from the Opportunity Class, shall be separated from the civic service.

15.02 Administration of Employment Terms and Conditions

The Union and the City agree to the following principles regarding internal and external candidates who are placed on terms and conditions (outside of the opportunity concept) in order to meet the job qualifications for the position they have been selected to fill:

- 15.02.01 All terms and conditions arrangements (per the attached templates) must be agreed to by the Union, the City and the employee. Requests will be reviewed and agreed upon with the Union prior to the employee signing off their agreement.
- 15.02.02 Terms and conditions will normally be based on the qualifications, skills and experience requirements outlined in the Class Specification and the Position Description. It is acknowledged by both parties that a wide spectrum of terms and conditions scenarios may be established; however the general expectation is that they will normally involve educational requirements that relate closely to the requirements of the job (i.e. completion of certifications, credentials or course work that is listed in the position description).

- 15.02.03 Employees will normally be expected to complete their terms and conditions within a two (2) year period. Any amendment to the duration will be agreed to by the Union, the City and the employee.
- 15.02.04 Individual development plans will be developed, by the City for each employee on terms and conditions. The supervisor will monitor the employee's progress on a regular basis. Any changes to the development plan will be discussed with the employee and the Union.
- 15.02.05 Conditions of employment, such as repayment for relocation expenses, starting salaries, starting dates and other incidental administration of the collective agreement may form part of an employee's employment offer and will not be considered as terms and conditions requiring the Union's agreement.
- 15.02.06 Candidates hired from within the City, who fail to meet their terms and conditions, will be reverted to their previous position or a position with an equivalent pay range.
- 15.02.07 External candidates, who fail to meet their terms and conditions, will have their employment with the City terminated.
- 15.02.08 Should the City determine that an employee will either be reverted or have their employment terminated, the City will implement their termination or reversion in a reasonable manner.
- * 15.02.09 The Union reserves the right to dispute the reversion or termination of an employee under the terms of the Dispute Resolution process if they believe the employee has met their terms and conditions, or they believe the City has not implemented the reversion or termination in a reasonable manner. In the event the Union alleges violation of the terms and conditions agreement by the City, then that alleged violation may also be the matter of a dispute under the Dispute Resolution process.

TERMS & CONDITIONS
AGREEMENT: Internal Candidates

Designation to be Attained: _____

Candidate: _____ Contract Start Date: _____

Contract Completion Date: _____

Minimum Qualifications:

◆

Deficiencies:

◆

Requirements to be completed in the two year term:

◆

1. Proposed by Management

Supervisor

Date

2. Concurs with Proposal

Human Resources Consultant

Date

3. Union Agreement

Civic Service Union 52

Date

Terms and Conditions:

The above-noted requirements must be completed by the Contract Completion date of _____.

Failure to meet these requirements within the agreed time frame will result in you being reverted to your former classification, if available, or into a position at the same pay grade.

I, _____, understand and agree to the terms and conditions as outlined above.

Employee

Date

TERMS & CONDITIONS
AGREEMENT: External Candidates

Designation to be Attained: _____

Candidate: _____

Contract Start Date: _____

Contract Completion Date: _____

Minimum Qualifications:



Deficiencies:



Requirements to be completed in the two year term:



1. Proposed by Management

Supervisor

Date

2. Concurs with Proposal

Human Resources Consultant

Date

3. Union Agreement

Civic Service Union 52

Date

Terms and Conditions:

The above noted requirements must be completed by the Contract Completion date of _____.

Failure to meet these requirements within the agreed time frame will result in termination.

I, _____, understand and agree to the terms and conditions as outlined above.

Employee

Date

16 Dispute Resolution Process

PREAMBLE

- 16.01 The Dispute Resolution Process is designed to:
- a) Encourage open, face-to-face dialogue by the people affected by a dispute;
 - b) Achieve fair, wise, implementable and sustainable solutions;
 - c) Achieve solutions that contribute to positive, collaborative working relationships;
 - d) Achieve solutions that are consistent with the Collective Agreement;
 - e) Minimize the time and cost involved in resolving disputes.

DEFINITIONS

- 16.02 A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
- 16.03 A grievance is any dispute:
- a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
 - b) directly relating to or affecting the rights of a specific employee or group of employees.
- 16.04 A policy grievance is any dispute:
- a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
 - b) relating to a policy or general practice of the City or the Union.
- 16.05 For the purposes of this section, working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

PROBLEM-SOLVING STAGE

- 16.06 Employee(s), representative(s) of the City or Union are encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
- 16.07 The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
- 16.08 The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, and an exploration of options to satisfy these interests.
- 16.09 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

CONSULTATION STAGE

- 16.10 An employee, representative of the City or Union representative may initiate consultation if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.
- 16.11 A request for consultation shall be submitted in writing within ten working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.

- a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the appropriate management supervisor, with a copy to the appropriate Human Resources Consultant.
 - b) If a dispute relates to a policy or general practice, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator of Human Resources.
 - c) A request for consultation by the City shall be submitted to a Labour Relations Officer of the Union.
- 16.12 Once initiated, a representative of Human Resources shall schedule a meeting of the people directly affected by the dispute (as determined by the parties). The meeting shall be facilitated by the Human Resources representative and/or the Union.
- 16.13 The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
- 16.14 The consultation process shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee, Union or the City may conclude consultation at any time by written notice to the other party(ies).
- 16.15 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

FORMAL REVIEW STAGE

- 16.16 The employee, representative of the City or Union representative may initiate a grievance or policy grievance if a dispute is not resolved by consultation.
- 16.17 A grievance or policy grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- 16.18 A grievance or policy grievance shall be initiated in writing within ten working days of the date that notice is received of the conclusion of consultation.
- a) Grievances initiated by the employee or the Union shall be submitted to the Deputy City Manager of the applicable department, with a copy to the appropriate Human Resources Consultant.
 - b) Policy grievances initiated by the Union shall be submitted to Human Resources.
 - c) Grievances or policy grievances initiated by the City shall be submitted to the President of the Union.
- 16.19 Following receipt of the grievance or policy grievance, the Deputy City Manager or Union President (or their designates) shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources, and the people directly affected by the dispute (as determined by the participants).
- 16.20 The participants will seek a mutually acceptable resolution to the grievance or policy grievance. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.

- 16.21 The formal review stage shall take place as quickly as possible. The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further consultation.
- 16.22 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
- 16.23 The employee, Union or the City may conclude a formal review at any time by written notice to the other party(ies).

ARBITRATION STAGE

- 16.24 The Union or the City may refer any grievance (including policy grievances) to arbitration if it has not been resolved by formal review. A grievance may only be referred to arbitration if it has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process.
- 16.25 A referral to arbitration shall be initiated in writing no later than 30 working days after the conclusion of the formal review stage.
- 16.26 Grievances referred to arbitration by the Union shall be submitted to Branch Manager of Human Resources.
- 16.27 Grievances referred to arbitration by the City shall be submitted to the President of the Union.
- 16.28 The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.
- 16.29 The party referring a grievance to arbitration shall notify the other party of:
- a) Its willingness to use a one-person arbitration board, or
 - b) Its appointee to a three-person arbitration board, and
 - c) The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- 16.30 The responding party shall notify the other party within five working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.
- 16.31 If the responding party fails to respond within five working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the other party.
- 16.32 The Union and the City shall select the chairperson of the arbitration board within five working days of notification from the responding party, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.
- 16.33 No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.

- 16.34 Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board.
- 16.35 Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.
- 16.36 Prior to the arbitration hearing, the parties shall attempt to prepare an agreed statement of facts for submission to the arbitration board.
- 16.37 The final submissions exchanged by the parties at the end of the formal review stage shall not be entered as evidence at arbitration, but may form the basis of an agreed statement of facts.
- 16.38 The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
- 16.39 The arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within sixty working days, unless the parties mutually agree that written reasons are not required.
- 16.40 The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.
- 16.41 The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 16.42 The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

GENERAL

- 16.43 The parties may mutually agree to involve a mediator at any stage of the Dispute Resolution Process.
- 16.44 The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.
- 16.45 If the Union or the City has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

17 Reporting for Duty

- 17.01 Employees shall report for duty at the place directed by the City and shall go to and from such place on their own time within City limits. Where an employee is required to report to a new place during their regular hours of work, they shall do so without loss of pay.

18 Review of Employee Status

- 18.01 An employee who has been continuously employed for a period of twelve (12) months, in a position coming within the scope of this Agreement, shall automatically become a permanent employee and shall immediately receive a minimum of one increment in the range of their class.
- 18.02 An employee who is hired to replace a permanent employee who is on an approved:
- Maternity leave of absence; and/or
 - Parental leave of absence; or
 - Extended leave due to illness or injury,
- shall not automatically become a permanent employee by virtue of being continuously employed for a period of twelve (12) months and shall retain their temporary status while replacing the permanent employee. The retention of temporary status in this case shall not exceed a period of eighteen (18) months.
- The City may fill a second temporary vacancy on the same terms when the vacancy directly results from the circumstances outlined above, without impacting the temporary or provisional status of the employee. The Union shall be notified of the original incumbent the vacancy relates to.

19 Position Review

A temporary position should not exceed twelve (12) months, except where a vacancy is posted in accordance with Article 18.02. Should it be desired to extend said period beyond twelve (12) months, the matter must be agreed to by the parties to this Agreement.

20 Pensions

Employees shall be members of The Local Authorities Pension Plan in accordance with the provisions of said Plan.

21 Position Evaluation Program

- 21.01 Position evaluation is the systematic determination of position allocations to the appropriate class as set out in the current collective agreement.
- 21.02 The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union shall, with the exception of the Position Evaluation Appeal Process described in Article 22, be the sole responsibility of the City.
- 21.03 The Union shall have the right to present modifications to the position evaluation program and these will be considered by the City. The City will meet and discuss the proposed modifications with the Union.
- 21.04 The Union shall be provided with the Policy, regulations and procedures pertaining to the class allocations of positions coming within the scope of this Agreement.
- 21.05 The City shall make available to the Union on request all reasonable information used in the position evaluation program procedures to evaluate and allocate positions to the appropriate established class.
- 21.06 New classes, for which the rates have been negotiated and agreed to in accordance with Article 14 "New Classes" shall be reduced to writing and executed by authorized representatives of the parties to this Agreement.
- 21.07 Employees shall be paid the rates provided in the currently effective wage schedule or those established by the City for classes, for which the rates are under negotiation in accordance with the provisions of this Agreement.

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 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 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 Section in conjunction with the Union will review the position. As part of the review process the Compensation Section will co-ordinate a joint position review with the Union, and interviews will be conducted with the incumbent. Compensation 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 the Union may consult on the findings.

- 22.05 The Compensation Section will provide a written decision to the employee within 90 calendar days from the commencement of the position review. The Compensation 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 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 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 Section within 14 calendar days of receiving the written decision. If Compensation 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 Section. If no detailed written support is provided to the Compensation 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 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 Section received the initial completed position description form. This process will be concluded within 14 calendar days of the Compensation Section receiving the appeal documents from the Union.
- 22.10 Should the decision of the Compensation 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 Section. If no notice of appeal to the Umpire is received by the Compensation Section within 14 calendar days of Compensation 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 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 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.

23 Letters of Understanding

- * During the process of collective bargaining for the 2018-2020 collective agreement, Letters of Understanding reduced to writing and executed by agents of the City and the Union shall become part of the said collective agreement.

24 Safety

- 24.01 Employees are encouraged to report any unsafe conditions to their supervisor or to the department safety officer. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.
- 24.02 No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site.

25 Health and Welfare Benefits

Provisional employees shall be entitled to sick leave with pay on the following basis:

- Two (2) times the average daily hours of work of the employee for each month worked during the previous calendar year, to a maximum of ten (10) times the employee's average daily hours of work in any one (1) calendar year. On the fourth (4th) and each subsequent incident of absence in a calendar year, sick leave with pay shall be payable at seventy-five percent (75%) of the employee's regular rate of pay.

26 Medical Evaluations

Employees who are required by the City to undergo regular medical examinations as a result of the nature of their employment with the City shall have the cost of such medical evaluations borne by the City.

PART II - HEALTH AND WELFARE BENEFITS

1 Income Protection Plan (Short-Term Disability)

1.01 Waiting Period

A probationary employee who has completed ninety (90) calendar days of continuous civic employment 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.

- 1.01.01 An employee who is absent from work due to personal non-occupational disability for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of days of work the employee was absent due to such disability.
- 1.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of days of work the employee was absent due to such leave.
- 1.02 The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

1.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of the position in which they are employed on a regular basis due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability.

Length of Continuous Service	Income Protection Benefits at 100% of the Regular Rate of Pay	Income Protection Benefits at 90% of the Regular Rate of Pay
90 calendar days but less than 1 year	Nil	85 times average daily hours of work
1 year and over	85 times average daily hours of work	Nil

A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at one hundred percent (100%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay. Such member shall be eligible for Income Protection benefits to be reinstated to

100% of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work.

A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at ninety percent (90%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of seventy-five percent (75%) of the member's regular rate of pay upon their return to work. Such member shall be eligible for Income Protection benefits to be reinstated to one hundred percent (100%) or ninety percent (90%) of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly statements for income tax purposes.

The working days of Income Protection entitlement for permanent part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5).

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment in accordance with article 2.12 and is unable to perform the duties of the alternate position due to personal non-occupational disability shall be entitled to receive Income Protection benefits for each period of absence from work. Such members shall receive an entitlement equal to ten (10) times the average daily hours of work of benefits in a calendar year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

- 1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until they return to work for the City for a period of at least ten (10) consecutive days of work. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For accreditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02 If a member is unable to perform the duties of their regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of their regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.03.01 Where eligibility for Income Protection benefits or ability to perform alternative employment is questioned, the Adjudicator may refer the member, at the Plan's expense, to a medical authority appointed by the City. The

member shall comply with such examination as may be required for confirmation or assessment of the disability, or potential for alternate employment.

- 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan for the period of absence for which the claim is considered occupational, and for which the member received benefits under the Income Protection Plan.
- 1.03.05 The monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed.
- 1.03.05.01 Benefits from the Canada Pension Plan or any other Plan established in lieu of the Canada Pension Plan, except those Canada Pension Plan or other disability benefits established in lieu of the Canada Pension Plan payable on behalf of the member's dependents.
- 1.03.05.02 Any monthly income payable as a result of the member's disability from any plan not personally contracted for by the member, including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 1.03.05.03 Except as otherwise provided in this Agreement, any other disability benefits payable to the member as a result of Provincial or Federal legislation. Notwithstanding the above, the City's Plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.
- 1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
- 1.03.05.05 Any monies received from the Workers' Compensation Board either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 1.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 1.05 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one incident of absence for the purposes of this Plan.

On the fourth (4th) and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at seventy-five percent (75%) of the member's regular rate of pay. However, if a member had three (3) or less incidents of absence in the previous payroll year, Income Protection benefits shall be payable at

seventy-five percent (75%) of the member's regular rate of pay on the fifth (5th) and each subsequent incident of absence in a payroll year.

In the event that the fourth (4th) incident of absence is for a disability that is of greater than five (5) consecutive days of work, only the first five (5) days of such disability shall be payable at seventy-five percent (75%) of the member's regular rate of pay, and the balance of days for that disability shall be payable at either the one hundred percent (100%) or ninety percent (90%) entitlement whichever was applicable to the member at the commencement of that disability.

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

Subject to approval by the Plan Administrator, a member who is receiving on-going therapeutic treatment for a life-threatening disability, and as a result is absent from work for periods in excess of three (3) hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.

- 1.06 However an employee whose absence exceeds three (3) hours for personal medical or dental appointments not associated with a Workers' Compensation claim may use banked overtime, vacation, or leave without pay for the hours or portion thereof in excess of three (3) hours in order to avoid the absence as counting for one incident.

1.07 Recurring Disabilities

- 1.07.01 For the sole purpose of establishing the numbers of days of Income Protection it is provided that if a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of their return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.02 For the sole purpose of establishing the number of days of Income Protection it is provided that if a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of their return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.03 Notwithstanding the provisions of 1.07, each period of absence due to personal non-occupational disability shall be considered as one incident of disability.

1.08 Other Benefits While Disabled

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

1.09 Duration of Benefits

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- 1.09.01 the date the member is no longer disabled from performing the duties of their regular position, or any alternative employment made available to the member by the City.
- 1.09.02 the date the member's Income Protection benefits have been expended.
- 1.09.03 the date the member dies.
- 1.09.04 in the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

1.10 Alternative Employment With the City

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing alternative duties for the City, for which wages are paid, and the member engages in such alternative City employment then the Income Protection benefits payable shall be reduced to the amount by which the member's regular rate of pay exceeds the regular rate of pay of the alternative employment. Such reduced benefits will continue until the member has been unable to perform the duties of their regular position for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

- 1.10.01 If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on their original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of their regular position for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

1.11 Alternative Employment With an Employer Other Than the City

If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of their regular position due to personal non-occupational disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be

payable for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

- 1.12 If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan. In addition, the member will be subject to discipline up to and including dismissal.

2 Long Term Disability Plan

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 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.

- 2.01.01 When an employee is absent from work during the waiting period due to personal non-occupational disability for one (1) complete pay period or more, the employee shall have their waiting period extended by the number of days of work they were absent due to such disability. When the waiting period is so extended, the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.
- 2.01.02 When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have their waiting period extended by the number of days of work they were absent due to such leave.

2.02 Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of article 2.15.02 shall continue to contribute premiums to the Long Term Disability Plan.

2.03 Eligibility for Benefits

A member will not be eligible to receive Long Term Disability benefits until their Income Protection benefits have expired.

- 2.03.01 The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan.

The Plan Adjudicator shall be appointed by the City.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, the same shall be settled by referring the dispute to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Union.

Alternatively, the Union may choose to have the dispute referred to a hearing with a single independent physician selected jointly by the City and the Union.

If the City and the Union cannot agree upon the selection of an independent physician within thirty (30) calendar days, the process outlined in the Duty to Accommodate Framework Agreement (Procedures for obtaining Expert Opinions, Selection of Agencies) shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City of Edmonton and both the Union and the Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the majority of the review panel members or the independent physician shall be final and binding on the member, the City and the Union. The City-appointed chairman shall not be a voting participant in the decision-making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the review panel must be consistent with the provisions of Part II Article 9.02 – Limitations and Exclusions.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's ability to perform alternative employment, the same shall be settled by referring the dispute to the "Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement" – Letter of Understanding #6.

With the advance mutual agreement of both parties, an alternative process to deal with the dispute may be utilized.

- 2.04 Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twenty-four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, they are completely unable to perform the duties of their regular position.

"Completely unable to perform the duties of their regular position" when used in reference to the Long Term Disability Plan shall mean that a member is unable to perform those duties of their regular position which regularly occupy sixty percent (60%) of the member's work day.

- 2.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twenty-four (24) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twenty-four (24) month period.

"Initial twenty-four (24) month period" when used in reference to the Long Term Disability Plan shall mean a twenty-four (24) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time

the member is continuously disabled from the duties of their regular position including any period of time defined in 2.12, 2.13, and 2.14.

In accordance with the terms of article 2.12.02 the period of rehabilitative employment and/or training may be extended beyond twenty-four (24) months and this extension shall be included as part of the definition of "initial twenty-four (24) month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty percent (50%) of their regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30th.

2.06 Duration of Benefits

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

- 2.06.01 the date the member attains their normal retirement age, age 65;
- 2.06.02 the date the member is no longer disabled as defined by the terms of this Plan;
- 2.06.03 the date the member dies;
- 2.06.04 in the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff is effective;
- 2.06.05 the date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

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2.07 Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long-Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date they were first eligible for Long-Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1). For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding nine (9) weeks and multiplying this result by fifty-two point two (52.2). The percentage of annualized regular rate of pay which is paid as the Long-Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
Up to \$45,000	60%
\$45,001 to \$50,000	58%
\$50,001 to \$60,000	56%
\$60,001 and higher	54%

The maximum monthly benefit payable shall not exceed five thousand dollars (\$5000). The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

The employee must make reasonable efforts to obtain all benefits that might be available in connection with their disability. The City of Edmonton reserves the right to estimate these benefits and to establish its payment accordingly. If necessary, because of integration, the City of Edmonton has the right to re-establish payments from time to time. Further adjustments will be made if required when the employee's other entitlements are known.

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 2.07.01 benefits to which the member is entitled as a result of their disability from the Canada Pension Plan or any other Plan established in lieu thereof, except those Canada Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan disability benefits or any other Pension Plan established in lieu thereof after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 2.07.03 any other disability benefits payable to the member as a result of Provincial or Federal legislation.
- 2.07.04 any monies received from the Crimes Compensation Board for loss of income but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05 any monies received from self-employment income unless the employment was part of an approved rehabilitation program wherein the provisions of articles 2.12 and 2.13 would apply.

2.08 Lump Sum Settlements

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one (1) of the following options.

2.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30, or five percent (5%).

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Union from any and all obligations to the member under this Plan.

2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

2.09 Coverage Under Other Benefit Plans While Disabled

A member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care/Flexible Spending Account, and Alberta Health Care Plan, in accordance with the terms and conditions of those plans. Such members will remain eligible for continued coverage under the Health Care/Flexible Spending Account. Member contributions, in accordance with the terms and conditions of the respective plans, will be paid by the Long Term Disability Plan. The City shall continue to make required contributions to the Plan.

2.10 Regular deductions for union dues shall continue to be made from the Long Term disability benefit payable to the member.

2.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan. Member contributions shall be paid by the Long Term Disability Plan. The City shall continue to make its contributions to the Plan.

2.12 Rehabilitative Employment and Training

During the initial twenty-four (24) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training.

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of

twenty-four (24) months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

- 2.12.01 employment in an occupation which is compatible with the nature of the disability and the medical prognosis or
- 2.12.02 participation in a formal secondary, vocational or post-secondary training program or
- 2.12.03 such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

2.13 Rehabilitative Employment and/or Training With the City

If, during the initial twenty-four (24) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but engages in rehabilitative employment and/or training with the City, then the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will be reduced to fifty percent (50%) of the amount by which the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of any rehabilitative employment and/or training provided always that the resultant net amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment and/or training, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.13.01 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on their regular rate of pay on the date they first became eligible to receive Long Term Disability benefits. Member contributions to applicable City benefit plans will be paid by the Long Term Disability Plan. The City shall continue to make required contributions to the Plans.
- 2.13.02 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment and/or training, then for ten (10) working days of absence due to such disability in any calendar year, they shall be eligible to receive Income Protection benefits based upon the regular rate of pay of such rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the ten (10) working days. If the periods of absence exceed ten (10) working days in any calendar year, the member shall receive Long Term Disability benefits for the period in excess of ten (10) working days based on their regular rate of pay on the date they first became eligible for Long Term Disability benefits.

2.14 Rehabilitative Employment and/or Training With an Employer Other Than the City

- 2.14.01 If, during the initial twenty-four (24) month period, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but engages in rehabilitative employment and/or training with another employer, and such outside employment and/or training is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will reduce to fifty percent (50%) of the amount by which the member's bi-weekly rate of pay on the date they first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside employment/training provided always that the resultant net amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the outside employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).
- 2.14.02 A member who is engaged in approved rehabilitative employment and/or training with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless they have similar coverage under other such plans. Member contributions to such Plans shall be paid by the Long Term Disability Plan. The City shall continue to make required contributions to the Plans.
- 2.14.03 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable Pension Plan. Member contributions shall be paid by the Long Term Disability Plan. The City shall continue to make required contributions to the Plan.
- 2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that their participation in such plans will cease upon expiration of the initial twenty-four (24) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.
- 2.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date they commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

2.15 Limitations and Exclusions

- 2.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician legally licensed to practice medicine. If such attending physician is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.
- 2.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan.

2.16 Recurring Disabilities

- 2.16.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred and eighty (180) calendar days of their return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) days of work or more, and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.16.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within thirty (30) calendar days of their return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

2.17 Long Term Disability Plan Advisory Board

- 2.17.01 A Long Term Disability Plan Advisory Board will be established to advise the Plan Administrator in accordance with the following:
- 2.17.01.01 the Board will have the authority to recommend to the Plan Administrator administrative practices; and
- 2.17.01.02 the Board will review the annual actuarial report and may recommend to the Plan Administrator adjustments to Long Term Disability payments which are in progress.
- 2.17.02 The Board will be composed of four (4) representatives from the City (to include the Human Resources Branch and the Edmonton Public Library) and four (4) representatives from the Union.
- 2.17.03 One Board member representing the City and one Board member representing the Union shall attend Investment Committee meetings, on an as-required basis.

3 Wind-Up of Former Income Replacement Plan

- 3.01 The Income Replacement Plan was replaced by the Short Term Disability and Long Term Disability Plans effective April 7, 1991. Calculation of the Income Replacement Plan payout is as per article 3, Wind-up of Former Income Replacement Plan, Part II Health and Welfare Benefits prior to April 7, 1991. Members with a positive balance in the former Income Replacement Plan as per the above mentioned calculation shall be entitled to a payout as per 3.02, 3.03, 3.04 and 3.05 only. Employees may obtain further information on the calculation of the reimbursement for this plan from the Employee Service Centre.
- 3.02 Upon resignation, members shall receive a lump sum payment from the City equal to one-half ($\frac{1}{2}$) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 3.03 The Union and its respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 3.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 3.02. shall apply.
- 3.05 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30th until such time as payment is made to the member.

4 Group Life Insurance

4.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty percent (50%) of the premium and the member shall pay fifty percent (50%) of the premium through payroll deduction.

4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. Upon review, the parties may agree to distribute that portion of the monies which has accrued as a result of excess contributions in accordance with the cost-sharing arrangements. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous Plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay

4.04 A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment.

4.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000/dependent

The members shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

5 Alberta Health Care

A probationary employee who has completed ninety (90) calendar days of continuous 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 Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty percent (50%) of the premium by payroll deduction and the City shall pay fifty percent (50%) of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

6 Supplementary Health Care Plan

- * A probationary employee who has completed ninety (90) calendar days of continuous 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 Supplementary Health Care Plan unless the employee is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan. Employees who are eligible for membership but do not become members of the Supplementary Health Care Plan as of their eligibility date, due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan after a Life Event. Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within thirty days of a Life Event. The member shall pay thirty percent (30%) of the premium by payroll deduction and the City shall pay seventy percent (70%) of the premium.

Upon early retirement to a full or partial pension resulting from their service with the City, a member may continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and employee share) on a monthly basis.

Coverage for the member participating in the plan terminates:

- On the retiree's 65th birthday, or
- On the 91st day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care Plan due to a life event, whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- On the their 65th birthday (if before retiree's 65th birthday), or
- On the retiree's 65th birthday, or
- On the 91st day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care Plan due to a life event, whichever occurs first.

6.01 Supplementary Hospital Benefits

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

- 6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.
- 6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to

sixty (60) calendar days commencing on the one hundred and twentieth (120th) calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

- 6.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.
- 6.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital located in Canada shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate.

6.02 Major Medical Benefits

The City shall provide eligible CSU 52 members, that are participating in the Supplementary Health Care Plan and the Dental Plan, with a Direct Bill Card. The Card shall be consistent with that provided to other City of Edmonton employees.

The plan will pay in such calendar year in accordance with the following schedule of benefits:

	Eligible Expense	% Reimbursement	Maximum Benefit
6.02.01	<p>DRUGS Charges for drugs, medicines, allergy serums, allergy serum extracts and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.</p>	80%	No maximum
	Smoking cessation products requiring a prescription by law.	80%	One treatment plan per lifetime, per covered person.
	Oral contraceptives	80%	\$250 per calendar year
	<p>Drugs for the management of obesity or weight loss, sexual dysfunction, fertility and hair replacement are not eligible for reimbursement.</p> <p>Reimbursement under this article will be made on the following basis:</p> <ul style="list-style-type: none"> ▪ Least cost alternative 		

	<ul style="list-style-type: none"> ▪ \$5.00 dispensing fee cap ▪ Recognized third party drug formulary. <p>New drugs that become available will be reviewed to determine if they will be added to the formulary.</p>		
6.02.02	<p>AMBULANCE</p> <p>Charges for professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.</p>	80%	No maximum
6.02.03	<p>BRACES AND PROSTHETICS</p> <p>The usual and reasonable costs of artificial limbs (excepting myoelectric-controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars, and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician, and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require the written order of a physician, however such replacement or repair shall be limited to once in 24 months.</p>	80%	\$2,000 per calendar year
6.02.04	<p>HOME NURSING</p> <p>Medical care provided, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or their dependents. Homemaking services are not</p>	80%	\$2,000 per calendar year

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	included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services are rendered is suffering from a chronic and/or debilitating condition.		
6.02.05	<p>PSYCHOLOGIST / MASTER OF SOCIAL WORK The services of a clinical psychologist or a Master of Social Work engaged in the treatment of a mental or emotional illness of a member or their dependents.</p>	80%	\$1,000 per calendar year
6.02.06	<p>RESPIRATORY The usual and reasonable costs for the purchase or rental of respiratory equipment including oxygen, on the written order of a physician. Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.</p>	80%	\$2,500 per calendar year
6.02.07	<p>COLOSTOMY, ILEOSTOMY AND UROSTOMY SUPPLIES The usual and customary charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.</p> <p>DIABETIC SUPPLIES The usual and reasonable charges for supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.</p> <p>The usual and reasonable charges for insulin pumps.</p>	80%	No maximum
6.02.08	<p>PHYSIOTHERAPY For services rendered by a qualified physiotherapist.</p>	80%	\$1,000 per calendar year
6.02.09	<p>CHIROPRACTOR For services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care</p>	80%	\$1,000 per calendar year

	Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.		
6.02.10	PODIATRIST For services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.	80%	\$500 per calendar year
6.02.11	ACUPUNCTURE For acupuncture services, provided it is administered as a pain reliever or anaesthetic.	80%	\$500 per calendar year
6.02.12	HEARING AIDS For the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded.	80%	\$2,500 in any five consecutive calendar year period
6.02.13	EYE EXAMS For eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.	80%	\$80 per covered person in any two consecutive calendar year period
6.02.14	MASSAGE THERAPY For services rendered by a registered massage therapist.	80%	\$1,000 per calendar year
6.02.15	The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.		
6.02.16	Claims must be received by the plan adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, prescription numbers for drugs, first and family names of individuals receiving drugs or services and dates when services were provided. Claims received on or after May 1 will not be honoured. The member shall be responsible for the accuracy of claims submitted. Claims submitted for expenses not incurred will be subject to disciplinary action up to and including dismissal.		
6.03	This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.		

6.04 For the purposes of this Plan, the following definitions will apply:

6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

6.05 Health Care/Flexible Spending Account

The City shall provide a Health Care/Flexible Spending Account as follows:

- * 6.05.01 Each eligible permanent full-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$710.00 commencing the first pay period of each year.
- * 6.05.02 Each eligible permanent part-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$355.00 commencing the first pay period of each year.
- * 6.05.03 To be eligible for the \$710 or \$355, permanent full-time or permanent part-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- * 6.05.04 Permanent full-time and permanent part-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care/Flexible Spending Account of \$355.00 for permanent full-time employees and \$177.50 for permanent part-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave,

- LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 6.05.05 The Health Care/Flexible Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care/Flexible Spending Account.
- 6.05.06 To qualify for reimbursement from the Health Care/Flexible Spending Account, the expense must be:
- i) a qualifying medical expense under the Income Tax Act (Canada);
 - ii) incurred after the date the Health Care/Flexible Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
 - iii) all other sources of reimbursement must have been accessed first.
- 6.05.07 Expenses may be submitted on behalf of eligible dependents as listed in Part II, Article 8.02.04 of the collective agreement.
- 6.05.08 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.
- 6.05.09 At the end of the Policy Year, unused Health Care/Flexible Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 6.05.10 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care/Flexible Spending Accounts.
- 6.05.11 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 6.05.12 Eligible employees shall only receive a Health Care/Flexible Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent part-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 6.05.13 For the purposes of the administration of the Health Care/Flexible Spending Account the phrase "Policy Year" refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.
- * 6.05.14 Each year, employees will elect whether to have their spending account credited as a Health Care/Flexible Spending Account or to have the dollar value paid out as taxable income. Should an employee not make an election, the default shall be that the amount shall be paid out as taxable income.

7 Dental Plan

7.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of a Plan with the City of Edmonton. Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty days of a Life Event.

7.02 The City shall pay sixty-five percent (65%) and the member shall pay thirty-five percent (35%) of the required premium by payroll deduction.

7.03 Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

7.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anaesthesia, house/hospital visits and special office visits.

7.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (re-cementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).

7.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.

7.03.04 Fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of three thousand dollars (\$3,000).

7.03.05 Fifty percent (50%) reimbursement for tooth implants to a maximum of \$1,250 per implant and a limitation of two (2) implants per calendar year.

The cost of the appliance on top of the implant (e.g. the crown) will be managed above the implant maximum in accordance with 7.03.02 and 7.03.03.

7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar-month period, such members shall be eligible for the full benefits as described in article 7.03.

7.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee in accordance with Alberta Blue Cross Usual and Customary Fees, whichever is less.

7.06 In the event that the expected costs of treatment or service exceeds five hundred dollars (\$500.00), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not they wish to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under article 7.06.

7.07 Limitations and Exclusions

7.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty-four (24) calendar-month period or in respect of charges for bite-wing films, where such films have been taken more than once in a six (6) calendar-month period.

7.07.02 Oral Examinations

Complete oral examinations more than once in a twenty-four (24) month period or recall examinations more than once in a six (6) month period, shall not be allowed for reimbursement.

7.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth and fluoride treatments shall be covered only once in a six (6) month period.

7.07.04 Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

7.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;

7.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;

7.07.04.03 charges for the replacement of an existing partial or full-removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial-removable denture or to existing bridgework unless:

7.07.04.03.01 the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or

- 7.07.04.03.02 the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
- 7.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.
- 7.07.05 There shall be no coverage or reimbursement under this Plan in respect of the following:
 - 7.07.05.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
 - 7.07.05.02 charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
 - 7.07.05.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
 - 7.07.05.04 charges for dental treatment required as a result of self-inflicted injury;
 - 7.07.05.05 charges made by a dentist for broken appointments or for completion of claim forms;
 - 7.07.05.06 charges for dental care or treatment which is only for cosmetic purposes;
 - 7.07.05.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
 - 7.07.05.08 charges for services rendered while not a member of this Plan;
 - 7.07.05.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
 - 7.07.05.10 charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist,
 - 7.07.05.11 charges resulting from injury due to voluntary participation in a riot or civil insurrection;
 - 7.07.05.12 services or supplies, or appliances intended for sport or home use, such as mouth guards, including but not limited to temporomandibular joint dysfunction and myofacial pain syndrome appliances; and/or
 - 7.07.05.13 charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred.
 - 7.07.05.14 charges for which a claim has already been submitted for reimbursement by a member's spouse.
- 7.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend for thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar-day period prior to the date of the last premium payment.

7.09 A member who retires prior to his/her normal retirement age may continue participation in the Dental Plan by paying the full premiums (City and employee portions) on a monthly basis.

Coverage for the member participating in the plan terminates:

- On the retiree's 65th birthday, or
- On the 91st day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care Plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- On their 65th birthday (if before retiree's 65th birthday), or
- On the retiree's 65th birthday, or
- On the 91st day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- The date the retiree opts out of the Dental Plan due to a life event,

whichever occurs first.

NOTE: Retirees who are non-residents of the province, and who were required to maintain participation in the Dental Plan (prior to the effective date of this agreement), will have a one-time opportunity to declare their intent to remain in the Dental Plan until age 65, or a life event.

7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

8 Out-of-Province 30 Day Emergency Medical Travel Plan

8.01 A probationary employee who has completed 90 calendar days of continuous 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 City's Out-of-Province 30 Day Emergency Medical Travel Plan.

8.02 The City shall pay 100% of the premium costs of such insurance.

9 General Application of Plans

The following provisions apply to the Supplementation of Compensation Award provisions, Income Replacement Plan, Income Protection Plan, Group Life Insurance Plan, the Long Term Disability Plan, the Supplementary Health Care Plan, the Dental Plan and Health Care/Flexible Spending Account, as contained in this Agreement.

9.01 Subrogation Rights

9.01.01 All members covered by Plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said Plans, all rights of recovery against any person (including the City itself, or any person for whom whose actions the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the Plans making payments to any members or their dependents. The City shall thereby subrogate to any rights members or their dependents may have against any such responsible party, for any amounts paid pursuant to the said Plans or for which the Plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.

9.01.01.01 No member or dependent on whose behalf such occurrence has given rise to payments being made under any Plan shall enter into any action for recovery without first notifying the Plan Administrator. In the event that a member is successful in recovery for such action and the Plan Administrator has not been given notification, then the City shall recover, from the member, any amounts paid pursuant to such Plans or recover, from the member, any amounts paid pursuant to such Plans or amounts for which the Plans have assumed liability including the costs incurred as a measure of obtaining recovery from the member.

9.01.02 The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the Plans, an amount exceeding 15 percent of such claim.

9.01.03 The City shall pay into the appropriate Plan or Plans any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member's status and/or entitlement within the affected Plan shall be restored to the extent of such monies returned to the Plan.

9.02 Limitations and Exclusions

9.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled at no cost

pursuant to law, or for which there is no cost to the member or their dependent because of other insurance against such cost, which has not been personally contracted for by the member. In all other circumstances, co-ordination shall be done in accordance with Canadian Life and Health Insurance Association Guidelines, as appropriate. Notwithstanding the above, the City's Plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.

- 9.02.02 Any provision of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Union. Employees eligible for coverage under any government plan which is provided shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan.
- 9.02.03 The Income Protection Plan, Long Term Disability Plan and Income Replacement Plan shall not make any payment if a disability results directly or indirectly from:
- 9.02.03.01 committing or attempting to commit an indictable offence,
 - 9.02.03.02 intentional self-inflicted injury or illness,
 - 9.02.03.03 participation in a riot or civil insurrection,
 - 9.02.03.04 war, whether declared or undeclared,
 - 9.02.03.05 employment for gain other than under an approved rehabilitation program,
 - 9.02.03.06 active duty with any armed force,
 - 9.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City,
 - 9.02.03.08 an occupational illness or injury recognized by the Workers' Compensation Board,
 - 9.02.03.09 injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
- ** 9.02.03.09.01 The City will accept medical documentation from a Registered Midwife in Alberta for the purpose of adjudicating eligibility for disability benefits with the following criteria:
- the illness or injury is within the midwife's scope of practice; and
 - the illness or injury must be such that it is a maternity related disability claim.
- 9.02.03.10 injury or illness for which the member is not fulfilling any treatment process prescribed by the physician, however, the City reserves the right to challenge a treatment program,
- 9.02.03.11 No Income Protection benefits or Long-Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this collective agreement.

9.02.04 For the purposes of all City benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories:

a) Spouse

Either

- i) legal spouse of the member or,
- ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous one (1) year period.

Where a spouse has previously been claimed as a dependent under the Plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i) or ii) above. In such circumstances the previously claimed spouse shall be deleted. Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.

b) Dependent Children (Children includes natural, legally adopted or step-children)

- i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support.
- ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required.
- iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) the common-law spouse satisfies the definition of dependent and,
- ii) evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.
- ii) A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

9.02.05 The words “Life Event” when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous one year period,
- Birth, adoption or change in custody of a dependant child,
- Divorce,
- Legal separation or the ending of a common-law relationship,

- Death of a spouse or dependant child,
- Loss of a spouse's or dependant child's coverage under the spouse's employer's plan, or
- Dependant no longer qualifies as a dependant under the plan.

9.03 Validation of Claims

- 9.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of them by the City or the Adjudicator of a Plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of them, any benefits and rights provided by these Plans shall be suspended for the period that the member so refuses.
- 9.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Income Replacement Plan, Long Term Disability Plan or benefits under the Workers' Compensation Plan shall ensure that they are available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation benefits without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period for which the employee is outside of the Edmonton area.
- 9.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:
- 9.03.03.01 the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
 - 9.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
 - 9.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
 - 9.03.03.04 such other reasonable processes as may be necessary to validate the claims.
- 9.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.
- 9.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

- 9.03.06 An employee/member shall be responsible for any cancellation fees for failure to attend upon a physician should the employee/member agree to the appointment and then fail to attend without the required notice as prescribed by the Physician and/or a medical justification for failing to attend.

9.04 Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences, choose one of the following options:

- 9.04.01 1) make arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired.
- 9.04.02 2) make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue their membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, upon re-entry into the Dental Care Plan have benefits limited in accordance with article 7.04.
- 9.04.03 An employee who does not undertake one of the options provided for in article 9.04 shall, for all benefit plan purposes, be considered to have selected option number two (2) and will be bound by the conditions therein.
- 9.04.04 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.
- 9.04.05 The provisions of article 9.04 shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with article 9.03, Part I, Maternity Leave.

9.05 Benefit Entitlement During Layoff

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

9.06 Coordination of Major Medical and Dental Benefits

The member is eligible to coordinate their benefit reimbursement claims with their eligible dependant when the dependant is covered by another benefit plan.

10 Administration of Plans

- 10.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.
- 10.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the collective agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of their entitlement and shall allocate such funds to the appropriate Plan.
- 10.03 An advisory committee shall be formed in respect to each Plan named in this collective agreement or the parties may mutually agree to establish one advisory committee to review all Plans named in this collective agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of an equal number of representatives from the Union and the City.

The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals, and shall consist of three (3) representatives from the City and three (3) from the Union.

ADDENDA AND LETTERS OF UNDERSTANDING

THE FOLLOWING
ADDENDA AND LETTERS OF UNDERSTANDING
TO THE 2018-2020 COLLECTIVE AGREEMENT
ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY

ADDENDA

to the 2018 – 2020

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

- and -

CIVIC SERVICE UNION 52

(hereinafter called the "Union")

Addendum #1 Compressed Hours of Work Programs

* **OPTION A: 7.5 hours per day - 9 days per pay period**

The following provisions shall replace those in the main body of the Agreement for only those employees participating in compressed hours of work programs. Only full-time employees occupying positions with hours of work established at six and three-quarter (6.75) hours per day shall be eligible to participate in compressed hours of work programs.

6 WORKING CONDITIONS

6.01 Hours of Work

6.01.01 Except as hereinafter provided, the regular hours of work of employees participating in a compressed hours of work program shall be seven and one-half (7.5) hours per day, exclusive of unpaid lunch periods, nine (9) days per bi-weekly pay period.

* 6.01.04 Unpaid lunch breaks shall, provided the department head and the affected employee agree, extend between one-half (½) hour and one and one-quarter (1¼) hours.

* 6.01.15 During the first full pay period of each calendar year, all employees participating in a compressed hours of work program shall work seven and one-half (7.5) hours per day, exclusive of unpaid lunch periods, for ten (10) days within the pay period.

6.01.16 The City shall advise the Union of all locations and departments participating in compressed hours of work programs involving employees falling within the jurisdiction of the Union.

6.04 Pay for Work on Off Days

- 6.04.01 Except as provided in 6.04.06, an employee required to work on an off day shall be paid at two (2) times his/her regular hourly rate of pay for each hour worked. The provision for minimum call-out time specified in 6.02.03 shall be applicable in this section.
- * 6.04.05 Off days resulting from compressed hours of work may not be accumulated except as hereinafter provided.
- * 6.04.06 Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.

Employees may request to work an "earned day off" ("EDO") to bank it for future use. The request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. No more than three (3) EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will not be unreasonably denied, subject to operational requirements.

8 FRINGE BENEFITS

8.01 Statutory Holidays

- * 8.01.08 In order to reconcile the additional statutory holiday pay provided to employees as a result of conversion of the regular hours of work from six and three-quarter (6.75) hours per day to seven and one-half (7.5) hours per day, all employees participating in compressed hours of work programs shall be subject to the provisions of clause 6.01.15.

12 POSTING AND FILLING VACANCIES

- 12.14 Postings shall contain a statement to denote those positions which are subject to a compressed hours of work program.

30 DURATION, AMENDMENT AND TERMINATION OF COMPRESSED HOURS OF WORK PROGRAMS

- * 30.01 A department may amend the hours of work and/or unpaid lunch breaks of employees participating in compressed hours of work programs, provided that such amendments are made in accordance with clauses 6.01.01, 6.01.04, 6.01.15, and 6.01.16 of this Addendum. Whenever practicable and consistent with operating efficiency, the department will seek the prior concurrence of the employees affected by such amendments.

- 30.02 An employee participating in a compressed hours of work program may request an amendment to their hours of work and/or unpaid lunch breaks. Such an amendment may be made in accordance with clauses 6.01.01, 6.01.14, 6.01.15, and 6.01.16 of this Addendum, or may result in the re-establishment of the regular hours of work of the employee at six and three-quarter (6.75) hours per day, five (5) days per week, exclusive of unpaid lunch periods, provided that concurrence for such amendments is received from the department.
- 30.03 The City may terminate a compressed hours of work program by providing a minimum of one month's notice to employees participating in the program. The City shall forward a copy of the notice to the Union.
- 30.04 Employees participating in a compressed hours of work program may terminate such program by providing a minimum of one month's notice by a majority of participating employees to the department head. The City shall forward a copy of the notice to the Union.

* **OPTION B: 8.9 hours per day - 9 days per pay period**

- * The following provisions shall replace those in the main body of the Agreement for only those employees participating in compressed hours of work programs. Only full-time employees occupying positions with hours of work established at eight (8) hours per day shall be eligible to participate in compressed hours of work programs.

* **6 WORKING CONDITIONS**

6.01 Hours of Work

6.01.01 Except as hereinafter provided, the regular hours of work of employees participating in a compressed hours of work program shall be eight (8) hours and fifty-four (54) minutes per day, exclusive of unpaid lunch periods, nine (9) days per bi-weekly pay period.

- * 6.01.04 Unpaid lunch breaks shall, provided the department head and the affected employee agree, extend between one-half (1/2) hour and one and one-quarter (1-1/4) hours.

- * 6.01.15 During the first full pay period of each calendar year, all employees participating in a compressed hours of work program shall work eight (8) hours and fifty-four (54) minutes per day, exclusive of unpaid lunch periods, for ten (10) days within the pay period.

6.01.16 The City shall advise the Union of all locations and departments participating in compressed hours of work programs involving employees falling within the jurisdiction of the Union.

6.04 Pay for Work on Off Days

6.04.01 Except as provided in 6.04.06, an employee required to work on an off day shall be paid at two (2) times their regular hourly rate of pay for each hour worked. The

provision for minimum call-out time specified in 6.02.03 shall be applicable in this section.

- * 6.04.05 Off days resulting from compressed hours of work may not be accumulated except as hereinafter provided.
- * 6.04.06 Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.
Employees may request to work an "earned day off" ("EDO") to bank it for future use. The request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. No more than three (3) EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will not be unreasonably denied, subject to operational requirements.

8 FRINGE BENEFITS

8.01 Statutory Holidays

- * 8.01.08 In order to reconcile the additional statutory holiday pay provided to employees as a result of conversion of the regular hours of work from eight (8) hours per day to eight (8) hours and fifty-four (54) minutes per day, all employees participating in this compressed hours of work program shall be subject to the provisions of clause 6.01.15.

12 POSTING AND FILLING VACANCIES

- 12.14 Postings shall contain a statement to denote those positions which are subject to a compressed hours of work program.

30 DURATION, AMENDMENT AND TERMINATION OF COMPRESSED HOURS OF WORK PROGRAMS

- * 30.01 A department may amend the hours of work and/or unpaid lunch breaks of employees participating in compressed hours of work programs, provided that such amendments are made in accordance with clauses 6.01.01, 6.01.04, 6.01.15, and 6.01.16 of this letter of understanding. Whenever practicable and consistent with operating efficiency, the department will seek the prior concurrence of the employees affected by such amendments.
- * 30.02 An employee participating in a compressed hours of work program may request an amendment to their hours of work and/or unpaid lunch breaks. Such an amendment may be made in accordance with clauses 6.01.01, 6.01.04, 6.01.15, and 6.01.16 of

this letter of understanding, or may result in the re-establishment of the regular hours of work of the employee at eight (8) hours per day, five (5) days per week, exclusive of unpaid lunch periods, provided that concurrence for such amendments is received from the department.

- 30.03 The City may terminate a compressed hours of work program by providing a minimum of one month's notice to employees participating in the program. The City shall forward a copy of the notice to the Union.
- 30.04 Employees participating in a compressed hours of work program may terminate such program by providing a minimum of one month's notice by a majority of participating employees to the department head. The City shall forward a copy of the notice to the Union.

NOTE: The following Addenda also comprise the 1999-2002 collective agreement, however, due to their specific applications, they are not duplicated here. Information about location-specific Addenda or copies can be obtained from the personnel section of the applicable Department, from Corporate Human Resources Employee Services (Labour Relations Section) or from the Offices of Civic Service Union 52.

- II Compressed Hours of Work Program - Edmonton Police Service (12-Hour Shifts)
- III Compressed Hours of Work Program - Edmonton Police Service (C.P.I.C. Warrant Information Channel Unit, 10-Hour Shift Schedule for Support Staff)
- IV Compressed Hours of Work Program - Edmonton Police Service (10-Hour Shifts, Communications Division, Report Takers)
- V Compressed Hours of Work Program - Corporate Services, IT Branch (Computer Operations)
- VII Compressed Hours of Work Program - Transportation Services Department (GBIS Services Unit)
- VIII Compressed Hours of Work Program - Edmonton Police Service (10-Hour Shifts - Communications Division -Telephone Information Operator [911])
- IX Combination Compressed Hours/Regular Hours of Work Program - Corporate Services, IT Branch (Computer Operations)
- XII Combined Compressed Hours of Work Program - Water Network Maintenance - Asset Management & Public Works Department (Public Service Representatives)
- XIII Compressed Hours of Work Program - Edmonton Police Service (10-Hour Shifts, Monitor Transcribers, Criminal Investigations Division)

Addendum #2 Jurisdictional Differences

The parties agree that disputes regarding the jurisdictional allocation of employees will be processed in accordance with the following procedure. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Labour Relations Board.

MANAGEMENT INITIATED REVIEWS

- 1) Where the City is of the view that the work being performed by a CSU 52 member is properly out of the scope of the bargaining unit certificate or is covered by another certificate and should be included, it will contact the union to arrange a meeting to discuss the issue before any action is taken. During the meeting the City will share relevant information concerning the basis for the exclusion from the bargaining unit.
- 2) If the City is of the view that the work being performed by a CSU 52 member should properly fall within the jurisdiction of another bargaining unit then the City will invite the Union certified to represent that unit to the meeting with CSU 52 as described in paragraph one.

UNION INITIATED REVIEWS

PROBLEM SOLVING PHASE

- 1) The Union will advise the assigned delegate in Human Resources, and any other appropriate Union, in writing that they have a jurisdictional issue with respect to the work being performed.
- 2) Within fourteen (14) calendar days of receiving the request, a job description will be provided to the Union for their review.
- 3) Within fourteen (14) calendar days of receiving the job description, the Union will advise the City if a review is necessary or of any concerns with the jurisdiction of the employee in the position, based on the job description.

CONSULTATION PHASE

- 1) Within sixty (60) calendar days of the Union advising the City that they take issue with the jurisdiction of the employee in the position, the City will convene a meeting to allow both parties to explore the issues and provide a rationale for the action taken.
- 2) The Union will respond within fourteen (14) calendar days from the meeting, concluding the review, or advising the City of the challenge to the jurisdiction.
- 3) If the Union wishes to maintain a challenge to the jurisdiction of the employee in the position, then the parties may agree to a joint audit of the employee in the position within a time frame that allows for the employee to have worked for a reasonable period of time with their duties and responsibilities.

FORMAL REVIEW

- 1) Within fourteen (14) calendar days of performing the joint audit, the Union will advise the City if they still challenge the jurisdiction of the employee in the position. The Union will include in this notice their rationale for advancing that the employee in the position should be within the bargaining unit.

- 2) Within fourteen (14) calendar days of receiving the Union's challenge at this stage, the City will respond in writing to the challenge including their rationale for why the position should be excluded from the bargaining unit.
- 3) If the Union does not accept the response of the City, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the employee in the position.

INCLUSIONS

- 1) Those employees who the parties agree should be included in the bargaining unit shall be automatically transferred into the Union's jurisdiction:
 - i) The employee shall be awarded seniority status based upon their length of unbroken full-time service in that position, and
 - ii) shall have their previous unbroken full-time service in positions within the jurisdiction of the Union applied to their seniority status, provided that such unbroken service occurred immediately prior to their being assigned to their current position, and
 - iii) shall, upon entering the Union's jurisdiction, be subject to all the terms and conditions of the collective agreement, and
 - iv) if the transfer to the Union is to a position with a higher regular rate of pay than the employee's present position, the economic increase to the employee's regular wage for that year would be that which is negotiated by the Union. If the employee would be over-ranged once transferred to the Union, then article 7.04.03 applies.
 - v) It is agreed that employees whose salaries are over-ranged as a result of this Addendum, and who bid on a position for which they are qualified and would, if awarded to them, reduce or eliminate their over-ranged status, shall for the purposes of that bid be deemed to be the most senior employees applying for the position. Should two (2) or more such qualified employees apply, their respective seniorities as defined by this Addendum shall govern between them.
 - vi) The City shall commence the deduction of union dues on behalf of such employees in the pay period immediately following their transfer into the Union's jurisdiction.
 - vii) Employees shall have the positions which they occupy, at the time they and their positions are transferred into the jurisdiction of the Union, classified in accordance with the position evaluation system applicable to the Union.
- 2) In 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 will be forwarded to the Union. The duration of this exemption from the unit will be no more than 24 months. At that time the incumbent will become a member of the Union as a new entry to the bargaining unit with no bridging of seniority, or shall be removed from the position through termination, retirement or transfer.

GENERAL

- 1) The parties may mutually agree to involve a neutral third party at any stage of the Process. Any decision rendered by a neutral third party will be without prejudice and will not be binding on the parties.
- 2) The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in this process. Such agreements shall be confirmed in writing.
- 3) If the Union or the City has concerns regarding the application of the process, they will meet in an attempt to resolve these concerns.

LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

- and -

CIVIC SERVICE UNION 52

(hereinafter called the "Union")

* LOU #1: Work Experience/Placement Programs and Summer Students

** Work Experience/Placement Programs

Work Experience/Placement Programs, including the registered apprenticeship program (RAP), are programs in which the student's educational institution and/or local employment organization has specifically outlined that a placement is an integral aspect of the student's completion of a degree, diploma or certificate program. The Union has stated a clear interest in supporting Alberta-based schools and, wherever possible, the City will consider this interest in selecting educational institutions without compromising the quality of the Work Experience/Placement Program.

The Parties agree to the following with respect to Work Experience/Placement Programs:

- All student Work Experience/Placement Programs will be arranged through the practicum/placement office of the educational institutions and/or employment organization. The City will not consider requests for placement by or with individual students/participants;
- The City shall advise the Union of the educational institutions and employment organizations that are being recruited from;
- The lengths of such placements are determined by the educational institution or employment organization, however unpaid placements shall not exceed 8 weeks except for students registered with the University of Alberta's Faculty of Kinesiology, Sport and Recreation and required to complete a practicum. These unpaid placements may last up to 4 months;
- Paid Work Experience/Placement Program participants will be Union members, covered by the Collective Agreement and will pay union dues; and
- Work/Experience/Placement Programs will not affect the job security of employees falling within the scope of the collective agreement and will not represent duties which otherwise could be combined to represent a permanent position

Summer Students

The Parties agree to the following provisions regarding the hiring of students as temporary employees on a seasonal basis:

- Students may be hired for up to 5 months on a seasonal basis during the summer months from April 1 to September 4. The term will not be extended;
- Employees hired under this agreement must provide proof of their attendance at a secondary or post-secondary learning institution for the year or semester immediately preceding the term to be considered for summer hire;
- Summer Students will be considered union members and pay union dues. All terms and conditions of the collective agreement apply unless otherwise noted or agreed to by the Parties;
- Summer Student positions will reflect limited duties within entry-level positions, or opportunity concept level positions. The duties will be clearly identified on postings;
- Hiring of Summer Students will not result in lay-off or a reduction of hours of existing staff;
- The parties may mutually agree to extend the timeframes outlined in this letter if appropriate and/or extenuating circumstances exist; and
- Wage rates are negotiated by the City and the Union.

Terms and Conditions Applicable to All of the Above

- The City will provide the Union with a list of Work Experience/Placement Program participants and Summer Students by June 15 and December 15 of each year. This list will include the name and entry date of the hire, educational institution and/or employment organization, anticipated employment end date, department and work area;
- Wage rates for any paid Work Experience/Placement Programs and Summer Students, except for placements from the Registered Apprenticeship Program and employment organizations, are negotiated by the City and the Union. A wage schedule is located at the end of this Letter of Understanding;
- The Union will be provided with time to have Union orientation for paid Work Experience/Placement Program and Summer Student participants at regularly scheduled orientation sessions; and
- Disputes involving Work Experience/Placement Program and Summer Student participants will be heard in accordance with the dispute resolution process outlined in Article 16 Dispute Resolution Process of the collective agreement.

Wage Schedule for Paid Work Experience/Placement Programs and Summer Students

Work Experience/Placement Students:

Students progress through the pay steps in the salary schedule below according to their assigned work term. A work term is generally 4 or 8 months in length. At the beginning of each new term, the student will advance to the next step in the schedule.

Degree (Student 4 Year Post Secondary):

	Step 1	Step 2	Step 3
33.75 hours	22.799	24.697	26.599
40 hours	21.545	23.340	25.135

Engineering Degree (Student 4 Year Engineering Post-Secondary):

	Step 1	Step 2	Step 3
33.75 hours	27.857	30.179	32.499
40 hours	26.325	28.520	30.710

Certificate or Diploma (Student 1 & 2 Year Post Secondary):

	Step 1	Step 2
33.75 hours	18.998	20.900
40 hours	17.954	19.749

Summer Students:

Summer Students' pay step is set by the number of completed years of school in the students' current education program. Graduate program students are hired at Step 4.

	Step 1	Step 2	Step 3	Step 4
Student Administrative	17.505			
Student Technical	17.954	19.749		
Student Professional	19.749	21.545	23.340	25.135
Student Engineer	24.072	26.325	28.520	30.710

Registered Apprenticeship Program (RAP):

1 month RAP Internship participants are paid at Step 1 of the salary schedule below. 6-7 month RAP Internship participants “Registered as an Apprentice” are paid at Step 2, following the initial 1 month Internship.

	Step 1	Step 2
33.75 hours	17.640	18.523
40 hours	15.750	16.538

* **LOU #2: Summer Program Leaders**

- * 1) The parties agree that Summer Program Leaders who are employed by the City, in Citizen Services may be employed seasonally for a maximum duration of ninety (90) days and paid \$16.51 per hour.
- * 2) The hours of work will be up to forty (40) hours per week, eight (8) hours per day, depending on the requirements of the position. All other provisions of the collective agreement will apply, unless otherwise noted or agreed to by the parties.

- * **LOU #3: re: Relief, Temporary, Provisional and Part-Time Employees in the Edmonton Police Service and in the Community Facility Services Branch of the Citizen Services Department**
- * The following provisions shall apply to relief, temporary, provisional, and part-time employees in the Edmonton Police Service and in the Community and Recreation Facilities of the Citizen Services Department. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Letter shall supersede those clauses of the Main Agreement where applicable. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail.
 - 1 Permanent Employee
 - Relief, temporary, provisional, and part-time employees shall not become permanent employees by virtue of articles 3.17, and 18 of the current Collective Agreement unless the employee works more than sixty (60) hours in each and every bi-weekly pay period for a calendar year.
 - 2 Additional Hours
 - If a relief, temporary, provisional, or part-time employee mutually agrees with the City to work additional hours beyond their regularly scheduled hours, those hours shall not be counted towards the attainment of permanent status in accordance with paragraph one above.
 - 3 Temporary Positions
 - If a relief, temporary, provisional, or part-time employee applies for and is successful on a temporary posting for a temporary position, those hours while working in the new temporary position shall not count towards the attainment of permanent status in accordance with paragraph one above.

LOU #4: 6th and 7th Consecutive Day of Work

It is agreed by the parties that the following provisions shall be applied in conjunction with Article 6.04.02 of the Collective Agreement.

The City will generally not schedule employees to work more than five (5) consecutive days. In emergent or required situations, employees will be paid the off-day premium rate on the sixth (6th) and seventh (7th) consecutive day of work. However, strict adherence to this may have a significant negative impact on both business operations and employees in certain business sections.

The City will be permitted to establish schedules for full-time employees in the following business sections that include greater than five (5) consecutive days of work. It is agreed that these business sections may be amended during the term of the Agreement if mutually agreed to by the parties. It is understood that the scheduled hours will not exceed the average hours of a full-time employee over a four (4) week period.

Department	Branch	Section	Classification
* City Operations	Parks and Roads Services, Traffic Operations	Roadway Maintenance – 24 Hour Call Centre	Public Service Rep I
* City Operations	Edmonton Transit Service	Customer Services	Word/Data Clerk II

Part-time employees will be compensated for the sixth (6th) or seventh (7th) consecutive day(s) of work based on the individual selection they make on the approved waiver form. The form is required to be completed by all part-time employees in a section and all new employees entering the section. Employees will also be permitted to complete a new form when they experience a change in status, for instance, going from provisional to permanent. The form does not need to be completed again unless an employee chooses to revoke his/her option. An employee may revoke the waiver by completing a new form with at least one (1) month's notice prior to the end of the current schedule. An employee may not complete a new waiver more than once in any six (6) month period.

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.

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 2.4, and unless Articles 2.5 and 2.6 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 Director of Labour Relations, Human Resources Branch.

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.

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:
- Deborah Howes (Roster Coordinator)
 - Roger Gunn
 - Klaus Opatril
 - Such other persons agreed to or appointed under the Duty to Accommodate Framework Agreement from time to time.
- 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.

5 Expedited Arbitration

- 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.

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 #16.42), 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 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.

- Andrew C. L. Sims, Q.C.
- Deborah Howes
- Lyle Kanee
- Thomas Jolliffe
- Such other persons agreed to or appointed under the Duty to Accommodate Framework Agreement from time to time.

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.

8 Duration and Termination

- 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.

LOU #6 Employment Insurance Reduction Program

BACKGROUND

Employment insurance premiums are paid by employers and employees in a ratio of 7/12 and 5/12 respectively. The intention of the Employment Insurance Reduction Program is to reduce premiums for both parties, where paid sick leave is provided to employees who are unable to work because of illness or injury. For administrative purposes, EI legislation reduces only the employers' premiums. Employers are therefore required to return 5/12 of the savings from the premium reduction to employees to whom the reduction rate applies.

AGREEMENT

In each year the City of Edmonton is granted an EI premium reduction, the employees' portion of the savings will be returned as follows:

- Temporary, provisional and non-permanent employees
Savings allocated to a sick benefit for non-permanent employees (Supplementary Income Replacement Plan)
- Permanent employees
Savings are turned back into the Long Term Disability Plan to assist in reducing the premium paid by permanent employees.

LOU #7 Seasonal Recall of Non-Permanent Employees

- * The parties agree to the following seasonal recall provisions for the term of this agreement.

There shall be no requirement to post seasonal vacancies filled by temporary or provisional employees. A seasonal vacancy is a vacant position that is required to be filled for a relatively similar period of time each year that is less than twelve (12) months in duration.

Seasonal vacancies in a specific section will be filled first by those provisional employees in the job classification, if available, who were removed by reason of staff reduction during the previous 12 months from such classification. This will be done in accordance with seniority standing, prior to recalling any temporary employees into such classification.

Both the recall of temporary and provisional employees shall be subject to satisfactory performance evaluations.

Disputes arising from failure to recall, performance evaluations or recall order shall proceed in compliance with the Dispute Resolution Process with the final step being the Formal Review stage. The formal review decision shall be final and binding.

LOU #8 Compressed Hours of Work Program – Identification Technician I (Community Peace Officer)

The following provisions shall apply to those employees in the Identification Technician I classification engaged in the compressed work week based on a combination of eight (8) and twelve (12) hour shifts. Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in this Letter which have the same numerical designation as clauses in the Collective Agreement shall supersede those clauses of the Collective Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail in respect of employees engaged in the compressed work week.

6 Working Conditions

6.01 Hours of Work

6.01.01 Employees engaged in the compressed work week shall have a shift of twelve (12) hours, or eight (8) per work day, including time off for lunch, as set out in the attached shift schedule. The average daily hours of work times five (5) for such employees shall equal forty (40) hours.

6.01.03 There shall be a minimum twelve (12) hour interval between the completion time of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.

6.05 Pay for Work on Statutory Holidays

6.05.06 The premium rates of pay specified in the Collective Agreement shall be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences their shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

7 Remuneration

7.01 Wages

7.01.01 Employees will be paid on a bi-weekly basis based on the rates of pay contained in the Schedule of Wages. When an employee ceases to participate in this compressed work week, the City shall compare the hours which they have worked with the wages the employee has received. The City will either pay the employee for hours worked for that have not been paid, or shall deduct from monies owing to the employee for hours not worked for which payment was received, as the case may be.

8 Fringe Benefits

8.01 Statutory Holidays

8.01.08 A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work.

Schedule for Community Peace Officers in Criminal History Unit									
WEEK	POSITION	SUN	MON	TUE	WED	THU	FRI	SAT	HRS
1	PRINT	OFF	0600	0600	1800	2000	OFF	OFF	44
2	PRINT	OFF	OFF	0600	0600	1800	2000	OFF	44
3	PRINT	OFF	OFF	OFF	0600	0600	1800	2000	44
4	PRINT	OFF	OFF	OFF	OFF	0600	0600	1800	36
5	PRINT	2000	OFF	OFF	OFF	OFF	0600	0600	32
6	PRINT	1800	2000	OFF	OFF	OFF	OFF	0600	32
7	PRINT	0600	1800	2000	OFF	OFF	OFF	OFF	32
8	PRINT	0600	0600	1800	2000	OFF	OFF	OFF	44
9	FLOAT	OFF	0600	0600	0600	0600	OFF	OFF	48
10	DNA	OFF	OFF	0600	0600	0600	0800	OFF	44
0600 = 12 Hour Shift		1800 = 12 Hour Shift			2000 = 8 Hour Shift		Total hours worked over 10 week rotation = 400		

LOU #9 Canadian Police Information Centre (CPIC)/Warrant Unit - 12 Hour Rotational Shifts

The following provisions shall apply to those employees in the CPIC Operation I and CPIC Operator II classifications, in the Canadian Police Information Centre (CPIC)/Warrant Unit of the Edmonton Police Service.

Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in this Letter which have the same numerical designation as clauses in the Collective Agreement shall supersede those clauses of the Collective Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail in respect of employees engaged in the compressed work week.

6 Working Conditions

6.01 Hours of Work

6.01.01 Employees engaged in the 12 hour shift schedule shall have a shift of twelve (12) hours, including time off for lunch. The average weekly hours of work for such employees shall be forty (40) hours.

6.01.09 There shall be a minimum twelve (12) hour interval between the completion time of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.

6.05 Pay for Work on Statutory Holidays

6.05.01 An employee required to work on a statutory holiday for which the employee is eligible will be paid at two times the employee's regular rate of pay for each hour worked, in addition to the provisions in section 8.01. An employee who commences their shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

7 Remuneration

7.01 Wages

7.01.01 Employees will be paid on a bi-weekly basis based on the rates of pay contained in the Schedule of Wages. When an employee ceases to participate in the 12 hour shift schedule, the City shall compare the hours which they have worked with the wages the employee has received. The City will either pay the employee for hours worked for that have not been paid, or shall deduct from monies owing to the employee for hours not worked for which payment was received, as the case may be.

8 Fringe Benefits

8.01 Statutory Holidays

8.01.08 A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work.

32 Duration of Compressed Work Week

32.01 The City may terminate this compressed hours of work program by providing one month's notice to employees participating in the program. The City shall forward a copy of the notice to the Union.

32.02 Employees participating in this compressed hours of work program may terminate such program by providing one month's notice by a majority of participating employees to the department head. The City shall forward a copy of the notice to the Union.

LOU #10 Earned Days Off Program - Building Condition Assessment Coordinators (80 hours)

- * The following provisions shall apply to employees in the above noted job classification in the Infrastructure Planning and Design Branch of Integrated Infrastructure Services.

1) Hours of Work

Employees engaged in this compressed hours of work arrangement shall work:

- 8 hours 31 minutes per day in order to receive
- 15 Earned Days Off without pay in a payroll year to be scheduled in pay periods where no statutory holiday occurs

*Calculation: 31 minutes divided by 60 minutes = 0.516 * 9 days * 26 pay periods = 120.74 hours divided by 8.0 hours = 15.0 days*

New employees hired into the eligible classes listed above shall commence participation in the first full pay period after the employee's entry date into the City. Their number of Earned Days Off shall be calculated as follows:

*Calculation: 0.516 hrs (31 minutes per day) * 9 days biweekly * number of complete pay periods remaining in the year of hire divided by 8.0, rounded down to the number of full days earned. Partial days will not be considered.*

2) Pay Provisions

Employees participating in this EDO arrangement shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will average 80 hours biweekly over the payroll year.

3) Scheduling and Rescheduling EDOs

EDO days shall be scheduled in conjunction with regularly scheduled off days except as otherwise necessitated due to operational requirements such as workload, training requirements, and vacation scheduling. Where a change of EDO is required the City shall have the ability to reschedule such EDO provided 48 hours notice is given to the employee concerned. Where 48 hours notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.

4) Banking EDOs

Employee's may request to work an "earned day off" (EDO) to bank it for future use. However, the request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. In any case, no more than three (3) EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will not be unreasonably denied, subject to operational requirements.

5) Statutory Holidays

A day's pay for a statutory holiday, or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or times equivalent of 8.0 hours of work.

LOU #11 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 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:

- 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, across all City Departments.
- 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.
- The positions will not be posted, but will be filled by appointment on recommendation of the serving organization.
- 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.
- In consultation with the disability serving organization, the City of Edmonton will set the wage rates using the union's 2018 - 2020 Collective Agreement as a reference and guideline.
- 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.
- The Recruitment Section of HR 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.
- Issues related to individual performance management, safety, or inappropriate/unacceptable behaviour shall be the responsibility of Management to address.

The City and the partner organization will provide 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.

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

* **LOU #12 Project Positions - Open City and Technology**

The parties agree that Letter of Understanding 12 shall remain in effect for the full duration of the 2018-2020 collective agreement.

In recognition of the unique requirements of the Open City and Technology Branch to fill positions for a predetermined time period beyond 1 year, the parties agree to the following.

DEFINITIONS

Project Position: A temporary endeavour or a singular undertaking, with a defined beginning and end date, and a specific set of interrelated duties undertaken to meet unique goals, objectives and deliverables. (An example of a "project" in OCT would be the research, development and implementation of new software).

External Candidates: An individual who is not a current employee with the City; or is a non-permanent City employee outside of the CSU 52 bargaining unit; or a non-permanent employee working in a position within the CSU 52 jurisdiction.

Permanent Employees: Employees who have permanent status, and who may already be working in the Open City and Technology Branch.

AGREEMENT

- Such positions can be filled for up to 36 months. Postings will indicate that this is a position with benefits that has an end date in accordance with LOU #12.
- Employees hired into such positions would be entitled to benefits and increments as per regular employees (All benefits, including disability benefits would not be payable beyond the end date of the project position.)
- External candidates hired into project positions will not have entitlement to layoff provisions (Article 11) and will be terminated at the end of the project.
- The City does not have the right to laterally transfer employees working in the project position into any permanent position. Should a vacancy for a permanent position occur, the position will be posted.
- Should an external candidate be successful on a permanent position their time working in the project position will be recognized for seniority purposes, as long as there is no break in service between the project position and their commencement in the permanent position, in accordance with Article 3.24.
- Permanent employees who are selected for project positions will have their position (or equivalent) held for them for the duration of the project. This will apply regardless of whether the project position is a promotion, lateral or demotion for the employee.
- Since we agree to hold a position for the permanent employee working in a project position, a domino back-filling situation may arise. Therefore, vacancies created by a permanent employee accepting a project position will be treated the same as the original vacancy and will be subject to the provisions detailed in this letter of understanding. Where a domino back fill situation occurs, the Union will be advised of the complete impact of the recruitment into all positions.

LOU #13 Information Management and Approval Centre (IMAC) - 12 hour shifts

The following provisions shall apply to those employees in the Clerk II classification, in the Information Management and Approval Centre (IMAC) of the Edmonton Police Service.

Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in this Letter which have the same numerical designation as clauses in the Collective Agreement shall supersede those clauses of the Collective Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail in respect of employees engaged in the compressed work week.

6 Working Conditions

6.01 Hours of Work

- 6.01.01 Employees engaged in the 12 hour shift schedule shall have a shift of twelve (12) hours, including time off for lunch. The average weekly hours of work for such employees shall be forty (40) hours.
- 6.01.03 There shall be a minimum twelve (12) hour interval between the completion time of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.

6.05 Pay for Work on Statutory Holidays

- 6.05.06 The premium rates of pay specified in the Collective Agreement shall be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences their shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

7 Remuneration

7.01 Wages

- 7.01.01 Employees will be paid on a bi-weekly basis based on the rates of pay contained in the Schedule of Wages. When an employee ceases to participate in the 12 hour shift schedule, the City shall compare the hours which they have worked with the wages the employee has received. The City will either pay the employee for hours worked for that have not been paid, or shall deduct from monies owing to the employee for hours not worked for which payment was received, as the case may be.

8 Fringe Benefits

8.01 Statutory Holidays

8.01.08 A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work.

Shift Cycle

The shift cycle is a 12 week rotation during which employees work 4 days on and then have 4 days off.

- Shift length: 12 hours
- Shift rotation: 8 days maximum
- Number of shifts in a row: 4 days
- Longest break: 12 days bi-annually
- Training days: 4 - 1 quarterly

**** LOU #14 Compressed Hours of Work Program, Animal Care and Control**

The following provisions shall apply to those full-time Clerk III employees in the Animal Care and Control section of the Community Standards Branch in the Citizen Services department working compressed hours of work.

Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in this Agreement which have the same numerical designation as clauses in the Collective Agreement shall supercede those clauses of the Collective Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail in respect of employees engaged in the compressed work week.

6. WORKING CONDITIONS

6.01 Hours of Work

6.01.01 Hours of Work

- (a) The regular hours of work for employees working compressed hours of work in Animal Care and Control shall be shifts of ten (10) hours when scheduled Monday to Saturday, exclusive of an unpaid lunch period. Sundays will be scheduled based on the hours of operation, exclusive of an unpaid lunch period.

6.01.12 Rotational Shifts

Employees will be scheduled on a seven (7) day a week basis but will not be scheduled in excess of ten and a half (10.5) hours per day, including unpaid time for lunch. The average weekly hours of work for employees shall be 40 hours, which is to be balanced over a 12 week period.

Balancing and training shifts may be scheduled on occasion and may be shorter than the shifts outlined in 6.01.01 (a).

Forty (40) hours of work shall be reported to payroll each week.

6.01.15 Changes to Bi-Weekly Hours of Work or Compressed Hours of Work Program

- 6.01.15.02 Existing compressed hours of work programs will remain in effect unless terminated by one of the parties to this agreement with sixty (60) days' notice. Prior to providing notice, the parties will meet to discuss concerns with the current schedule.

8. FRINGE BENEFITS

8.01 Statutory Holidays

8.01.08 Days off for statutory holidays shall be scheduled for ten (10) hours. For the weeks in which a statutory holiday falls, hours of work reported to payroll for the week shall be 40 hours.

LOU #15 2018 Transition of Program Specialist Positions to the Union's Jurisdiction

As the nature of the employment relationship between the City and its Program Specialists is unique, 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 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 Program Specialists.

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 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:

- Union Security 5.03, 5.04, 5.05
- Article 16 Dispute Resolution Process

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. 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.

LOU #16 2018 Transition of (Present Incumbent Only) Program Specialist Positions to the Union's Jurisdiction

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:

- 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 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.

**ATTACHMENT TO LETTERS OF UNDERSTANDING 15 AND 16. 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

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

**ATTACHMENT TO LETTERS OF UNDERSTANDING 15 AND 16. FOR
INFORMATION ONLY - NOT SUBJECT TO COLLECTIVE BARGAINING
NEGOTIATIONS:**

Attachment B: Current Program Specialist Wage Grid

CITIZENS SERVICES
PROGRAM SPECIALIST WAGE GRID
RATES EFFECTIVE: January 1, 2020

The Program Specialist wage rates are provided for information only and are solely determined by the City of Edmonton. The rates are not subject to collective bargaining.

CATEGORY A - CSU 52	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
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Member Experience Category

Member Experience Liaison	17.00/hr	18.36/hr	19.83/hr	21.42/hr	23.13/hr
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CATEGORY B - CSU 52	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
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Individual Fitness Services Category

Individual Personal Training	30.00/hr	33.00/hr	36.00/hr	39.00/hr	41.00/hr
Semi-Private Personal Training	40.00/hr	43.00/hr	46.00/hr	49.00/hr	51.00/hr
Group Personal Training	Semi-private Training Rate plus \$6/each additional participant (over 4)				
Leader Training (AFLCA)	42.00/hr	52.50/hr	63.00/hr		

CATEGORY C - CSU 52	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
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Group Fitness Instructor Category

NOTE: New Programs will be added to the appropriate sub-category.

Mind/Body Group	50.00/hr	54.00/hr	58.00/hr	62.00/hr	66.00/hr
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Current programs in this category in alphabetical order: Joga, Neuromuscular Integrative Action (NIA), Pilates, Total Barre, Yoga (all forms)

Choreography Group	50.00/hr	54.00/hr	58.00/hr	62.00/hr	66.00/hr
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Current programs in this category in alphabetical order: Bollyrobics, Step Aerobics, Zumba, Zumba Aerobics, Zumba Step

Strength & Conditioning Group	33.00/hr	36.00/hr	39.00/hr	42.00/hr	45.00/hr
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Programs in this category in alphabetical order: Bootcamp, CASE, Circuit Training, Core Express, Forever Fit, HIIT Express, Kettlebell Classes, Living Fit, Obstacle Fit, Pre- & Post Natal Fitness, Power Pump, Run for Health, Stair Climber, Stretch Express, Strollercize, Tabata, Total Body Barre, Total Body Blast, Total Body Strength, TRX, Walking for Health, Women on Weights, variations of these incl. "With Baby"

CATEGORY D - CSU 52 LEVEL 1 LEVEL 2 LEVEL 3 LEVEL 4 LEVEL 5

Certified Sport Instructors/Coaches Category

NOTE: *The Certification rate applies when the course requires a certified instructor, not when an instructor has the certification.*

Sports Coaches (Dryland)	33.00/hr	36.00/hr	39.00/hr	42.00/hr	45.00/hr
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Current programs in this category in alphabetical order: Badminton, Basketball, CANSkate, Cycling/Brick, Pickleball, Triathlon, Volleyball

CATEGORY F - CSU 52 LEVEL 1 LEVEL 2 LEVEL 3

Child Care Category

Child Care Attendant Supervisor (i.e. Kids Den Team Lead)	\$18.50/hr	\$19.25/hr	\$20.25/hr
Child Care Provider**	\$19.00/hr	\$22.00/hr`	\$25.00/hr
Child Care Attendant** (i.e. Kids Den Staff)	\$16.51/hr	\$17.25/hr	\$18.25/hr

**** NOTE:**

Childcare Provider: *works with a specialized population and requires child development credentials as well as childcare experience.*

Childcare Attendant: *works with the general population, requires some childcare experience, but no formalized credentials.*

LOU #17 Scheduling at Edmonton Police Service

The Parties agree to strike a joint committee made up of EPS HR/Management/Employees and CSU 52 Representatives to create a Letter of Understanding to address scheduling at EPS, and replace all other EPS scheduling LOUs.

APPENDIX I: SCHEDULE OF WAGES

Published as separate documents

2018-2020 CSU 52 SCHEDULE OF WAGES

SIGNED this 9th day of March 2021, A.D.

CIVIC SERVICE UNION 52

CITY OF EDMONTON

Joe Childs
Chief Negotiator

Don Iveson
Mayor

Lanny Chudyk
President

Aileen Giesbrecht
City Clerk

Tracy Foran
Representative

Leo Derkach
Representative

Jared Cutting
Representative

Jennifer van Popta
Representative

Amanda Pickett
Representative

Witnessed By Russell Smith
Senior Negotiator