
MEMORANDUM OF AGREEMENT

BETWEEN:

THE CITY OF EDMONTON

(the "City")

- and -

CIVIC SERVICE UNION 52

("the Union")

**Re: Continuation of Benefits During a Legal Strike or Lockout ("Work Stoppage")
Related to a Dispute About a Successor to the 2018-2020 Collective Agreement**

1. Under the Alberta *Labour Relations Code*, RSA 2000 c L-1:

155(2) While an insurance scheme remains in force, no employer or person acting on behalf of an employer shall, without lawful excuse,

(a) deny or threaten to deny to an employee any benefit under the insurance scheme,

(b) cancel or threaten to cancel the insurance scheme,

(c) refuse to accept any of the premiums tendered by a bargaining agent on behalf of all the employees enrolled in the insurance scheme who are represented by the bargaining agent, or

(d) fail to remit to the insurer any of the premiums tendered by a bargaining agent, in the circumstances referred to in subsection (3).

155(3) Subsection (2) applies where

(a) the employee in a unit of employees of the employer ceases to work because the employees in the unit are locked out by the employer or because the employees in the unit are on a lawful strike, and

(b) the trade union that was the bargaining agent for the employees in the unit at the time the lockout or strike commenced tenders, or attempts to tender, to the employer, for the duration of the lockout or strike, the premiums in respect of all the employees covered by the insurance scheme who are represented by the bargaining agent.

155(4) In this section,

(a) "insurance scheme" means a medical, dental, disability, life or other

City and Civic Service Union 52 - Memorandum of Agreement

insurance scheme normally maintained by the employer on behalf of the employees in the unit;

(b) "premiums" includes all amounts payable by the employees and the employer in consideration for a contract of insurance.

2. In the event of a work stoppage, the Union has confirmed their desire to maintain insurance benefits for all enrolled CSU 52 employees and therefore agrees to remit, for the duration of the work stoppage, the premiums in respect of:
 - (a) Long Term Disability Plan;
 - (b) Major Medical Benefits;
 - (c) Dental Plan; and
 - (d) Group life, optional group life, and dependent life insurance.
3. To estimate the bi-weekly and daily premium cost associated with maintaining the insurance benefits above, the City has referred to the premium costs from pay period 2, 2024, provided at Appendix 1. The parties acknowledge that these costs represent a reasonable estimate of the premium costs in the event of a work stoppage.
4. In the event of a work stoppage, the Union agrees to remit the bi-weekly amount of \$1,043,717.53 every 14 days from the first date of the work stoppage, and every 14 days thereafter, to maintain insurance benefits. Should the work stoppage end during a 14-day period, the Union will remit a pro-rated amount calculated based on the daily rate of \$104,371.75 for the number of applicable days of the period.
5. Forthwith after the conclusion of a work stoppage, the City will calculate and provide to the Union a final accounting of the actual premiums for the insurance benefits incurred for the duration of the work stoppage, and any underpayment or overpayment by the Union will become due by the applicable party within 21 calendar days from the date of providing the final accounting.
6. The Union agrees to remit any payments to the City provided for in this Memorandum of Agreement by way of electronic funds transfer to the City of Edmonton's bank account, the details of which are as follows:

Bank: [REDACTED]
Branch: [REDACTED]
Account: [REDACTED]
7. Should the City be responsible to remit any overpayment per paragraph 5, the City will discuss with the Union the manner of remittance.

City and Civic Service Union 52 - Memorandum of Agreement

8. This Agreement shall be immediately effective as of the date set out below.

SIGNED THIS 28th day of February, 2024

[Redacted Signature]

For Civic Service Union 52

[Redacted Signature]

For the City of Edmonton

February 28, 2024
Date

March 4, 2024
Date

