

LETTER OF UNDERSTANDING

BETWEEN

The City of Edmonton
("The City")

AND

Civic Service Union 52
("The Union")

**RE: 2018 - Transition of Out-of-Scope and Management Positions to the Union's
Jurisdiction**

The Parties agree that the transition of previously excluded 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, for the organization-wide Jurisdictional Review Process commenced in 2018.

Where conflict or differences exist between the clauses contained in the main body of the collective agreement and this LOU, the specified provisions contained in this LOU shall prevail.

It is further understood and agreed between the Parties, that after the conclusion of this organization-wide review, a moratorium shall be in place and no further omnibus jurisdictional reviews will be undertaken prior to January 1, 2025. However, should there be a need for an individual position that is covered by this LOU to undergo a subsequent review, it can be done with the mutual agreement of the Parties and in accordance with Addendum #2 of the collective agreement.

The Parties further agree that a list of Employees moving into the Union's jurisdiction will be kept up to date by the City and shared with the Union periodically, or a determination is made by the Alberta Labour Relations Board (ALRB), that specific positions are included in the bargaining unit.

2. Effective Date

Where the Parties agree, or the ALRB determines, that a position will move within the Union's jurisdiction, the Parties agree that the "Effective Date" of the Employee's transfer will be no later than the first day, of the first pay period, following one hundred and twenty (120) calendar days from the date the City issues written confirmation of positions agreed to be transferred to the Union, or a future date that the Parties agree to due to business operations, or the date the ALRB has decided that the position will move within the Union's jurisdiction. In cases where the City issues written confirmation of positions agreed to be transferred to the Union, it will do so no later than sixty (60) calendar days following completion of each phase of review.

The effective date for employees off on leave of absence is as per 11. of this LOU below.

3. Job Classification

The Parties will review each position affected by this LOU to determine their placement within the current Collective Agreement classifications. Where this review results in the creation of a new classification, the provisions of Article 14: New Classes will apply. The City will provide the Union with a class specification and written rationale, which may include both internal and external comparisons, supporting its proposals for wages.

In the case of employees moving into a new classification, that has not been created yet, or will not be created on or before the expiry of the one hundred and twenty (120) calendar days following the date of decision, the City will move these employees to an interim holding pay grade until that new classification is created and assigned to the position. While assigned to an interim holding pay grade, the employees will be paying union dues but will not receive pay increments and general wage increases.

Employees shall be placed into the appropriate classification and pay step in accordance with item 4. below and any pay increases will be implemented for the Effective Date.

4. Job Evaluation and Appeal Process (Article 22)

The provisions of Article 22 shall apply with respect to the placement of an Employee transferring to a Union classification, with exception to the amendment herein which provides that the 14 calendar days begins from the date the Employee receives the letter indicated in item 14. below.

5. Salaries

Employees transferring to the Union will be placed on the salary step on the schedule of wages at the applicable hours per week, which is closest to but not less than their pre-transfer annual salary. If the Employee's current annual salary exceeds the maximum annual salary of the classification they are assigned to, their current annual salary is red-circled in accordance with Article 7.04.03 of the collective agreement.

It is agreed that employees whose salaries are over-ranged (red-circled), as a result of this Jurisdictional Review Process, who bid on a position for which they are qualified and would, if awarded to them, reduce or eliminate their over-ranged (red-circled) status, shall for the purposes of that bid be deemed to be the most senior employee applying for the position. Should two (2) or more such qualified employees apply, their respective seniorities as defined in this LOU (see item 7. of LOU) shall govern between them.

- a) Permanent Employees who receive a pay increase, shall have their increment anniversary date for future increases established commencing on the Effective Date.
- b) Provisional Employees if appropriate, who receive a pay increase, shall earn hours towards their next salary increment commencing on their Effective Date.

6. Hours of Work and Schedules

The Parties agree that the hours of work schedules for Employees transferring into the jurisdiction of the Union shall be compliant with the provisions in Article 6 of the collective agreement on or before the Effective Date, unless otherwise agreed between the Parties.

Earned Days Off

Where a Compressed Hours of Work Program is applied, the Employee will be entitled to the "earned days off" (EDO) stipulated in Addendum #1: Compressed Hours of Work Programs of the collective agreement, commencing on the Effective Date.

Where an Employee had "banked" EDOs from their Management or Out-of-Scope position before transitioning to the Union, they must use them prior to the Effective Date of their transition to the Union. Any unused banked EDOs from an Employee's Management or Out-of-Scope position, will be forfeited by the Employee on the Effective Date.

7. Seniority

The Employee shall be awarded seniority status based upon their length of unbroken full-time service in the position being included in the bargaining unit and 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. The Parties agree to consider the circumstances of anomalies or unusual situations to determine seniority.

8. Probation Periods

Out-of-Scope or Management Employees who have not completed their six (6) month probation period as of the Effective Date, shall serve the remainder of the six (6) month probation period. By mutual agreement with the Union, the probation period may be extended to up to one (1) year. Articles 9.02, 9.03 and 9.04 apply as of the Effective Date to Employees transitioning with an active probation period.

9. Vacation

Vacation entitlement shall be in accordance with Article 8.02: Annual Vacation Leave of the collective agreement as of the Effective Date. When the employee moves to new hours per week, the vacation accruals and the balance will be adjusted to provide the equal number of days off.

10. Health and Welfare Benefits

- a) As of the Effective Date, Employees will be enrolled in the CSU 52 benefits plan as per Part II - Health and Welfare Benefits, of the collective agreement.
- b) The Employee's current Out-of-Scope or Management Health Care Spending Account shall remain in effect until the new Policy Year, as defined in Article 6.05 of Part II of the collective agreement. Employees will be entitled to the Health Care/Flexible Spending Account as outlined in Article 6.05 of Part II of the collective agreement as of the next Policy Year.
- c) Prior to the next Policy Year, Employees will be required to elect whether to have their Health Care/Flexible Spending Account credited as a Health Care Spending Account (HCSA) or to have the dollar value paid out as taxable income.
- d) Expenses incurred in the year in which the Effective Date occurs, can be submitted for reimbursement until April 30, of the following year. (For example: Any expenses incurred in the 2018 calendar year can be submitted to Alberta Blue Cross for reimbursement from the Employee's HCSA until April 30, 2019). Any credits not used by April 30 of the year following the year in which the Effective Date occurs are forfeited.

11. Employees Absent on WCB, STD, LTD or Leave of Absence

Employees who are absent due to Workers Compensation, Short Term Disability, Long Term Disability or approved Leave of Absence shall continue under the Out-of-Scope / Management plan terms and conditions until such time as they return to work from such absence.

The Effective Date for Employees on any leave of of absence shall be the date the Employee returns to full, regular hours of work as assigned to the position. The terms and conditions of the collective agreement and/or this LOU shall apply as applicable except that there will be no waiting period for Employees returning from LTD to qualify for the new LTD benefit per the Union collective agreement.

12. Union Dues Deduction

Union dues deduction shall commence on the Effective Date unless the Employee is on a leave of absence in which case union dues shall commence per 11. above.

13. Other Items

Except as otherwise specified within this LOU, all terms and conditions of the Union's collective agreement shall apply on the Effective Date.

14. Letters to Employees

- a) Transitioning Management or Out-of-Scope Employees shall receive a letter from the City which shall include the following:
 - i. Confirmation of the Effective Date for their transition;
 - ii. Hours of Work;
 - iii. Earned Days Off (EDO) eligibility;
 - iv. Allocated Job Classification (Interim or Final);
 - v. Salary step and Pay Grade (provide next increment review date if applicable);
 - vi. Confirmation of benefits;
 - vii. Seniority date (if applicable);
 - viii. Confirmation that vacation entitlement, accruals and vacation anniversary date remain the same.

- b) Employees with a seniority date shall have thirty (30) consecutive calendar days from the date they receive their letter in a) above, to advise the Union in writing if they believe the seniority date is incorrect. Where the Union agrees with the Employee that the seniority date is incorrect, the Union will compile and provide proof to the City with a written request to change the Employee's seniority date. Where the City agrees, it will issue an amended letter to the Employee with the revised seniority date. Failing agreement, the seniority date will remain as indicated on the letter provided to the Employee in a) above.

15. Management/Out-of-Scope Employees who Remain Out of the Bargaining Unit

- a) 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 will be forwarded to the Union. The duration of this exemption from the unit will be no more than twenty-four (24) months. At twenty-four (24) months, the incumbent will become a member of the Union, or shall be removed from the position through termination, retirement or transfer.
- b) As agreed by the Parties, where the Management / Out-of-Scope Employee transferring to the Union is red-circled and/or has other unique terms and conditions of employment in place, as agreed between the City and the Employee, the City reserves the right to determine the timing of the transfer to the Union and whether or not the Employee will be transferred into the jurisdiction of the Union at all.

The City of Edmonton

Civic Service Union 52

On behalf of the City:

On behalf of the Union:



Dina Traynor
Director - Labour Relations
City of Edmonton



Joe Childs
Director - Labour Relations
Civic Service Union 52

Date: Nov 21, 2018

Date: Nov 21/18