

LETTER OF UNDERSTANDING

BETWEEN

The City of Edmonton
("The City")

AND

Civic Service Union 52
("The Union")

RE: 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.

The City of Edmonton

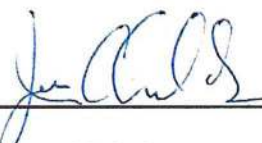
Civic Service Union 52

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: Mar 27/19

Date: March 26/19

Attachment A: Categories of Program Specialists Moved to the Union's Jurisdiction
Attachment B: Current Program Specialists Wage Schedule

LETTER OF UNDERSTANDING

BETWEEN

The City of Edmonton
("The City")

AND

Civic Service Union 52
("The Union")

RE: 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#7 Employment Insurance Reduction Program

4. Communication to Employees

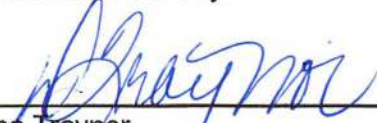
PIO Program Specialists transferring to the jurisdiction of the Union will be provided written confirmation of the change which identifies that there is no change to their terms and conditions of employment with exception to the items identified in 3. above.

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.

The City of Edmonton

On behalf of the City:

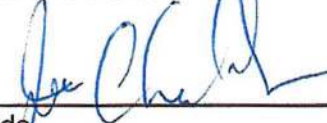


Dina Traynor
Director - Labour Relations
City of Edmonton

Date: Mar 27/19

Civic Service Union 52

On behalf of the Union:



Joe Childs
Director - Labour Relations
Civic Service Union 52

Date: March 26/19

Attachment A: Categories of Program Specialists Moved to the Union's Jurisdiction
Attachment B: Current Program Specialist Wage Grid

Attachment A: Categories of Program Specialists Moved 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 B: Current Program Specialist Wage Grid

CITIZENS SERVICES: PROGRAM SPECIALIST WAGE GRID

RATES EFFECTIVE: January 1, 2019

Page 1 of 2

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)				
Nutrition Consultations	24.50/hr	26.95/hr	29.95/hr	32.61/hr	35.87/hr
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"

Revised January 23, 2019

Approved November 27, 2018

Attachment B: Current Program Specialist Wage Grid

CITIZENS SERVICES: PROGRAM SPECIALIST WAGE GRID

RATES EFFECTIVE: January 1, 2019

Page 2 of 2

CATEGORY D - CSU 52	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
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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
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
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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)	\$16.48/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.*