

Collective Bargaining 2009

THE CITY OF EDMONTON

- and -

CIVIC SERVICE UNION 52

Summary of Negotiated Changes to the Collective Agreement

A copy of the Memorandum of Agreement outlining the actual agreed to contract language is posted on the CSU 52 website for your review. This document is a summary of the changes to assist you in understanding the impact of the changes to the language. The changes are addressed in the order that you find them in the Memorandum of Agreement.

1. **Wages and Duration: Two year term:**
2009 - 4.5% (retroactive to December 21, 2008)
2010 – 4.5% (effective December 20, 2009)
2. **Article 3.04 – Definitions - Banked Overtime Year. Housekeeping. The language was removed from the Agreement as the language is no longer necessary as there is no reference to a “banked overtime year” in the current overtime language.**
3. **Article 4.02.01 – Discipline. Clarification that a coaching letter is non disciplinary. No change to the current practice.**
4. **Article 6.01.01 – Working Conditions – Hours of Work. Housekeeping. The change in (b) reflects the practice of scheduling in the facilities starting at 4:30 a.m.**
5. **Article 7.02.01 – Remuneration – Retroactive Pay. Clarifies effective date for the purpose of calculating retroactive pay.**
6. **Article 7.02.02 – Remuneration – Retroactive Pay. The timeline for past employees ability to apply for retroactive pay has been extended to sixty (60) days. The language was also revised to reflect the past practice that past employees are able to apply for retroactive pay for sixty (60) calendar days from the date of ratification of the Collective Agreement by both parties.**
7. **Article 8.02.05 – Fringe Benefits. The language was revised to reflect the current practice of calculating years of service for vacation leave purposes for temporary and provisional employees who become permanent staff. A break in employment of twelve (12) continuous months will break the years of service for calculating vacation leave.**
8. **Article 12.06 – Posting and Filling Vacancies. Housekeeping. No change to the meaning or intent of the Article.**
9. **Article 13.02 – Seniority. Clarifies that provisional employees will have seniority over a temporary employee.**
10. **Article 16.23 – Dispute Resolution Process – Formal Review Stage. Increase in the timeline to exchange final submissions to fifteen (15) days.**
11. **Article 21.02 – Position Evaluation Program. Housekeeping. No change to the meaning or intent of the Article.**

12. **Article 22 – Job Evaluation Review and Appeal Process.** Two changes. Addition of language in 22.05 to clarify that an employee receiving a reclassification upwards will get the corresponding pay increase. Housekeeping throughout the clause to remove duplication of language and to insert the current department title – Compensation Section. The Housekeeping changes do not change the meaning or intent of the Article.
13. **Part II – Article 6.05 – Health and Welfare Benefits – Health Care Spending Account.** Letter of Understanding #11 was incorporated into the Collective Agreement. Health Care Spending Account continues with no changes.
14. **Part II – Article 8.02.03 – Health and Welfare Benefits – General Application of Plans.** Incorporation of language agreed to during the term of the last agreement. Removes a restriction on the payment of benefits under the Income Protection Plan and Long Term Disability Plan.
15. **Letter of Understanding #1 – Work Experience and Work Placement Programs.** Renewed.
16. **Letter of Understanding #2 – Work Experience Programs.** Renewed.
17. **Letter of Understanding #3 – Teleworking.** Renewed.
18. **Letter of Understanding #4 – Summer Program Leaders.** Renewed and pay scaled increased in accordance with negotiated increase. A housekeeping change as well that does not change the meaning or intent of the Article.
19. **Letter of Understanding #5 – Staff Support Seniority Upon Attaining Permanent Status.** Renewed with incorporation of language agreed to during the term of the agreement.
20. **Letter of Understanding #6 – Re: Relief, Temporary, Provisional and Part-time Employees in the Edmonton Police Service and in the Recreation Facilities Branch of Community Services Department –** Renewed with revision to clarify the current practice that provisional employees can be scheduled under this language.
21. **Letter of Understanding #7 – Compressed Hours of Work Program – Emergency Response Branch.** Not renewed as the Branch has transferred to the Province.
22. **Letter of Understanding #8 – 6th and 7th Consecutive Day of Work.** Renewed.
23. **Letter of Understanding #9 – Regrade Submissions.** Deleted - not renewed.
24. **Letter of Understanding #10 – Joint Committee on Short-Term Disability Plan.** Deleted – not renewed.
25. **Letter of Understanding #11 – Health Care Spending Account.** Incorporated into the Collective Agreement (see 13 above).
26. **Letter of Understanding – Administration of Employment Terms and Conditions.** Renew letter agreed to during the term of the agreement allowing internal and external candidates to be placed on terms and conditions in order to meet the job qualifications for a position.
27. **Letter of Understanding - Specialized Grievance and Arbitration Mechanisms pursuant to The Duty to Accommodate Framework Agreement.** Renew letter agreed to during the term of the agreement with respect to the Grievance and Arbitration process under the Duty to Accommodate Framework Agreement.