

**MEMORANDUM OF 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

The undersigned agree to recommend to their principals the following clause or clauses for inclusion in the Collective Agreement between the parties, it being understood that non-acceptance of the contents of this Memorandum by either of the said principals shall nullify the positions established herein.

The contents of this Memorandum, if ratified by the principals, shall become effective in accordance with the provisions of the Labour Relations Code.

The parties agree that:

Appendix I – Schedule of Wages shall be subject to a general increase in the amount of:

- 4.5% to be effective December 21, 2008
- 4.5% to be effective December 20, 2009

Once ratified by both parties, the agreement in this cover page, together with the attachments to amend the existing Collective Agreement will constitute the 2009-2010 Collective Agreement. All changes are effective on the first day of the pay period following ratification by both parties unless otherwise specifically noted.

SIGNED this 7th day of MAY, 2009

CIVIC SERVICE UNION 52

Jamara Chivell

CITY OF EDMONTON

[Signature]

[Signature]  
Witnessed by:

3.04. ~~Banked Overtime Year~~

~~The words "banked overtime year" when used in this Agreement shall mean the period between the day after the last pay ending in April and the day of the last pay ending in April in the following year inclusive.~~

(and subsequent re-numbering)

4.02. Discipline

- \* 4.02.01. The City reserves the right to discipline employees for just cause. Copies of all disciplinary reports, other than documented oral reprimands/**coaching sessions** and notices of investigation, shall be provided to the Union, indicating clearly the exact nature of same. 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.

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.

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 21, 2008**, to the date of implementation of the **2009–2010** 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 ~~the signing of this Agreement~~ **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 ~~thirty (30)~~ **sixty [60]** calendar days of ~~the signing of this Agreement~~ **ratification of this Agreement by both parties**.

8. FRINGE BENEFITS

- \* 8.02.05. When a temporary or provisional employee is appointed to the permanent staff, his 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.**

12. POSTING AND FILLING VACANCIES

- \* 12.06. The City shall have the right to fill vacancies which result from ~~reversions 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.

13. SENIORITY

- \* 13.02. When an employee achieves provisional status in accordance with clause 3.22., his length of unbroken employment as a provisional employee in positions coming within the jurisdiction of this Agreement shall determine his 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 ~~may~~ **shall** be given a ~~general priority~~ **seniority** over temporary employees.

16. DISPUTE RESOLUTION PROCESS

- \* 16.23. The employee, Union or the City may conclude a formal review at any time by written notice to the other party(ies). If agreement is not achieved and if the grievance is not withdrawn, the parties will exchange final submissions no later than ~~five~~ **fifteen [15]** working days after notice is received.

21. POSITION EVALUATION PROGRAM

- \* 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 ~~23~~ **22**, be the sole responsibility of the City.

\* 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 his position have been significantly changed since the last evaluation review may request and shall receive a copy of his current position description from his supervisor and may request a review of the allocation of his 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 ~~the~~ Corporate Human Resources, ~~Compensation Recruitment and Classification~~ 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 Recruitment and Classification~~ 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, ~~as well as.~~

\* 22.04. Upon receipt of the completed position description form, the ~~Compensation Recruitment and Classification~~ Section in conjunction with the Union will review the position. As part of the review process the ~~Compensation Recruitment and Classification~~ 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 Recruitment and Classification~~ Section will provide a written decision to the employee within 90 calendar days from the commencement of the position review. ~~The Compensation Recruitment and Classification~~ 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 Recruitment and Classification~~ Section received the completed position description form.

~~A completed position description form includes Parts I and II completed and signed by the employee, along with a Part III completed and signed by the immediate managerial supervisor and a statement as to why a change should be considered to the employee’s current classification.~~

- \*\* **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 Recruitment and Classification** 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 Recruitment and Classification** Section within 14 calendar days of receiving the written decision. If ~~the Compensation Recruitment and Classification~~ 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 Recruitment and Classification** Section. If no detailed written support is provided to the **Compensation Recruitment and Classification** 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 Recruitment and Classification** 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 Recruitment and Classification** Section received the initial completed position description form. This process will be concluded within 14 calendar days of the **Compensation Recruitment and Classification** Section receiving the appeal documents from the Union.
- \* 22.10. Should the decision of the **Compensation Recruitment and Classification** 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 Recruitment and Classification** Section. If no notice of appeal to the Umpire is received by **Compensation Recruitment and Classification** Section within 14 calendar days of **Compensation Recruitment and Classification** Section 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 him for a period of 1 year commencing from the date of his appointment. After such period, the City and the Union shall review the performance of the Umpire and shall, upon mutual agreement, appoint him 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 provided 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 ~~consecutive~~ **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 Corporate Human Resources** Section ~~responsible for position evaluation~~ received the written request for review.

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 Corporate Human Resources 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.

**PART II - HEALTH AND WELFARE BENEFITS**\* 6. SUPPLEMENTARY HEALTH CARE PLAN6.05. Health Care Spending Account

The City ~~agrees to develop and implement~~ **shall provide a** Health Care Spending Account ~~beginning the first pay period of each year beginning on December 24, 2006,~~ as follows:

- 6.05.01. Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500.00 commencing the first pay period of each year.
- 6.05.02. Each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of \$250.00 commencing the first pay period of each year.
- 6.05.03. To be eligible for the \$500 or \$250, 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 Spending Account of \$250.00 for permanent full-time employees and \$125.00 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 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 Spending Account.
- 6.05.06. To qualify for reimbursement from the Health Care 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 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 30<sup>th</sup> following the end of the Policy Year.

- 6.05.09. At the end of the Policy Year, unused Health Care 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 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 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 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.

8. GENERAL APPLICATION OF PLANS

- \* 8.02.03. 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:
  - 8.02.03.01. committing or attempting to commit an indictable offence,
  - 8.02.03.02. intentional self-inflicted injury or illness,
  - 8.02.03.03. participation in a riot or civil insurrection,
  - 8.02.03.04. war, whether declared or undeclared,
  - 8.02.03.05. employment for gain other than under an approved rehabilitation program,
  - 8.02.03.06. active duty with any armed force,
  - 8.02.03.07. drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City,
  - ~~8.02.03.08. accidental bodily injury arising out of, or in the course of, any employment or sport for remuneration or profit, a sickness for which the person for whom the claim is presented is entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law, or reason other than personal illness or personal injury,~~
  - 8.02.03.09. an occupational illness or injury recognized by the Workers' Compensation Board,8.02.03.10.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.

8.02.03.11. 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,

8.02.03.12. 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.

(and subsequent re-numbering)

**LETTERS OF UNDERSTANDING**

**#1 Work Experience and Work Placement Programs**

1. The parties agree that the City of Edmonton may participate in Work Experience and Work Placement Programs in the following general professional areas. The anticipated work areas where these work experience or work placement students may work is also noted below:

Engineering including technologist programs	<ul style="list-style-type: none"> <li>• Strategic Services, (Community Services) Drainage, Land and Buildings, MES, Waste Management, Streets Planning, Streets Engineering, Traffic Operations</li> </ul>
Political Science	<ul style="list-style-type: none"> <li>• Councilor's Office, Office of the City Clerk</li> </ul>
Social Work	<ul style="list-style-type: none"> <li>• Neighbourhood Services, City-Wide Services</li> </ul>
Information Technology	<ul style="list-style-type: none"> <li>• Information Technology</li> </ul>
Communications	<ul style="list-style-type: none"> <li>• Communications, ETS, Community Services</li> </ul>
Sciences <ul style="list-style-type: none"> <li>• Microbiology</li> <li>• Environmental Biology</li> <li>• Biological Sciences</li> <li>• Geography</li> </ul>	<ul style="list-style-type: none"> <li>• Waste Management, Wastewater Treatment, Drainage, Office of the Environment</li> <li>• Waste Management Engineering, Drainage, Office of the Environment</li> <li>• Waste Management, Drainage, Valley Zoo, Muttart Conservatory</li> <li>• Mapping, (All departments excluding Assessment and Taxation)</li> </ul>
Business <ul style="list-style-type: none"> <li>• Supply Chain Management</li> <li>• Human Resources Finance</li> <li>• Accounting</li> <li>• Management Information Systems</li> <li>• General Management</li> <li>• Marketing</li> <li>• MBA Programs</li> </ul>	<ul style="list-style-type: none"> <li>• Materials Management</li> <li>• Human Resources</li> <li>• Finance</li> <li>• Finance, Office of the City Auditor</li> <li>• Human Resources, Information Technology</li> <li>• Human Resources, Business Development – Community Services</li> <li>• ETS, Communications, Community Services</li> <li>• Finance, Policy and Planning</li> </ul>
Landscape Architecture	<ul style="list-style-type: none"> <li>• Parkland Services</li> </ul>
Horticultural Technologies	<ul style="list-style-type: none"> <li>• Parkland Services, Recreation Facilities</li> </ul>
Recreation Administration and Physical Education	<ul style="list-style-type: none"> <li>• Recreation Facilities, Parkland Services, City-Wide Services, Neighbourhood Services</li> </ul>
Urban Planning	<ul style="list-style-type: none"> <li>• Planning and Development</li> </ul>
Architectural Engineering Technology	<ul style="list-style-type: none"> <li>• Community Services – Strategic Services, Drainage, Land and</li> </ul>

	Buildings, MES, Waste Management, Streets Planning, Streets Engineering, Traffic Operations
Environmental Studies	<ul style="list-style-type: none"> <li>Waste Management, Drainage, Parkland Services</li> </ul>

2. The terms and conditions, such as wages and working conditions, shall be determined by the City.
3. Placement of work experience work placement students does not require the consent of the Union. The City must notify the Union of all work experience work placement students prior to the commencement of their placement with the City, but, if unable to do so prior to, then after commencement in the program.
4. It is agreed that the participation of individuals in the work experience work placement programs shall in no way affect the job security of employees falling within the scope of this agreement.
5. Any work experience students not covered off in the aforementioned professional areas and work locations will be subject to the terms of Letter of Understanding #2, Work Experience Programs. Any additional professional areas to be added to this letter will be subject to the agreement of the parties.

**#2 Work Experience Programs**

It is agreed by the parties that the City may participate in the Work Experience Education Program of the following institutions: Grant MacEwan Community College, the Edmonton Separate School Board, the Edmonton Public School Board, the University of Alberta, the Northern Alberta Institute of Technology and Concordia College. Any wages or compensation and working conditions of individuals participating in such programs shall be determined by the City, the applicable educational institution and the affected individual (or guardian), as the case may be.

It is further agreed that the participation of such individuals shall in no way affect the job security of employees falling within the scope of this Agreement.

Should the City wish to enter into any other work experience education program, the City shall advise the Union accordingly and receive the Union's agreement prior to participating in such program.

The City shall also attempt to advise the Union of those individuals participating in this program prior to their actual commencement, but, if unable to do so prior to, then after their commencement in the program.

**#3 Teleworking**

It is agreed by the parties to this Agreement that the City may implement teleworking arrangements in accordance with the following procedures:

1. Teleworking is the concept of an employee working from home on a full-time or part-time basis.
2. Teleworking is voluntary on the part of the employee, and is subject to mutual agreement between the employee teleworking and the City. Teleworking arrangements are subject to cancellation by the employee or the City, upon the provision of thirty (30) calendar days' written notice, or as otherwise mutually agreed upon.

3. Teleworking will not erode full-time positions into part-time positions, nor shall any permanent employees be laid off as the result of teleworking.
4. The collective agreement provisions apply to teleworkers subject to this Letter of Understanding. Hours of work for teleworkers shall be in accordance with the collective agreement.
5. Workload and productivity levels for teleworkers will be reasonable and comparable to office workers.
6. Teleworkers are entitled to access City office space, internal correspondence, job postings, and other information available to their office counterparts. Teleworkers will be expected to attend meetings as required.
7. Equipment costs, or lease of equipment, and supplies will be borne by the City. All home work areas will be subject to City safety standards.
8. All overtime, vacation, and leave requests must be approved in advance. Absences due to injury or illness must be reported according to established procedures.
9. Teleworkers maintain the same employment/promotional opportunities as their office counterparts.
10. During mutually agreed upon core hours, the City may access the teleworker in person, or by telephone. The City will provide the teleworker with twenty-four (24) hours' notice of a site inspection.
11. Each teleworking proposal will be considered on an individual basis after taking into account the nature of work, and the needs of the employee, supervisor and the City. Only employees with proven satisfactory performance in the position may be considered for teleworking opportunities. Any proposal for teleworking that is not approved may be subject to review, and the reasons for denial will be provided upon request by the employee. A statement, outlining the teleworking arrangements and clear performance expectations will be discussed with and signed by the employee and supervisor. All teleworkers will receive training and counselling on how to telework effectively.
12. A copy of all Teleworking Agreements will be forwarded to the Union.
13. Teleworking is not a substitute for childcare or other family care.

\* **#4 Summer Program Leaders**

1. The parties agree that Program Leaders and Junior Program Leaders who are employed by the City, in Community Services may be employed seasonally for a maximum duration of ninety (90) days. The applicable pay scale will be as follows:

	Step 1	Step +2	Step+3
2009	9.731	11.636	12.223
2010	10.169	12.160	12.773

2. Junior Program Leaders will be placed at Step 1 and the Program Leader's placement at Step 2 or 3 will be based on relevant experience. 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.

\* **#5 Staff Support Service 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:

1. When an employee achieves permanent status, his/her 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 support staff 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.
2. 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 he/she has 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.
3. Only support staff service accrued after February 1, 1996 will be considered for seniority purposes, and will have no retroactive application.

\* **#6 Re: Relief, Temporary, Provisional and Part-time Employees in the Edmonton Police Service and in the Recreation Facilities Branch of Community Services Department**

The following provisions shall apply to relief, temporary, **provisional** and part-time employees in the Edmonton Police Service and in the Recreation Facilities Branch of the Community 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. DEFINITIONS

Permanent Employee

1. Relief, temporary, **provisional** and part-time employees shall not become permanent employees by virtue of articles 3.18, 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.

~~#7 **Compressed Hours of Work Program – Emergency Response Branch**~~

~~The following provisions shall apply to employees in the Emergency Response Branch working compressed hours of work. Articles replace identically numbered provisions in the body of the collective agreement, or where numbering does not exist in the body of the collective agreement, is an addition to existing provisions.~~

~~6. WORKING CONDITIONS~~

~~6.01. Hours of Work~~

~~6.01.01. Hours of Work~~

~~a) The regular hours of work of employees working compressed hours of work in the Emergency Response **Branch** shall be shifts of eleven hours and twenty six minutes (11.428) hours of work per day or shifts of eight (8) hours of work per day, exclusive of unpaid lunch periods.~~

~~b) Employees working compressed hours of work will average eighty (80) hours bi-weekly.~~

~~6.01.14. Except in cases of emergency or by mutual agreement between the City and the employee, shift schedules shall provide for:~~

~~a) at least eleven hours and twenty six minutes (11.428) hours off duty between shifts.~~

~~b) In the event that an employee is scheduled to work a shift with less than eleven hours and twenty six minutes (11.428) hours off duty between shifts, then the employee will be compensated at two (2) times his/her regular hourly rate of pay for each hour worked on the subsequent shift.~~

~~6.05. Pay for Work on Statutory Holidays~~

~~6.05.02. A day's pay for a statutory holiday or a day off in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours of work.~~

~~30. DURATION OF COMPRESSED WORK WEEK~~

~~30.01. The City may terminate this compressed **hours** of work program by providing reasonable notice to employees participating in the program. The City shall forward a copy of the notice to the Union.~~

~~30.02. Employees participating in the compressed hours of work program may terminate such program by providing reasonable notice by a majority of the participating employees to the department head. A copy of the notice shall be forwarded to the Union.~~

~~30.03. Reasonable notice for the purposes of this Letter of Understanding, shall be sufficient time for the existing eleven hours and twenty six minutes (11.428) hours and eight (8) shift cycle to be completed and a new hours of work schedule commences.~~

(and subsequent re-numbering)

**#8 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 (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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
Transportation	Streets Engineering	Roadway Maintenance – 24 Hour Call Centre	Public Service Rep I
Transportation	Transit	Customer Services	Word/Data Clerk II

- Part-time employees will be compensated for the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) 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.

**#9 Regrade Submissions**

**1.0 Purpose**

~~During the term of the Agreement, either the Union or the City can request a review of the rates of wages (a re-grade) for a particular classification utilizing the process outlined below. The Union may also use this process subsequent to the City establishing a rate of pay for a new class under Article 14. The process shall not have any application to the job evaluation review and appeal process, as described in Article 23.~~

**2.0 Initial Submission**

~~The Union or City may submit a written request to the other party. Union submissions shall be submitted to the Director, Compensation, or Designate, and copied to the Director(s) of the relevant City Department(s). The City shall submit their request to the President of the Union, with a copy to the appropriate Business Agent. Wherever reasonably possible, the request shall include available information relating to:~~

- ~~Annual turnover rates, including reasons for leaving and identification of new employers.~~
- ~~Vacancy rate analysis, including numbers and length of time to fill positions.~~
- ~~Recruitment issues, such as licensing requirements, training requirements, and general supply/demand issues.~~
- ~~Salary market conditions—identification of relevant external markets and associated wages that, either the City recruits from, or that current City employees are being recruited to.~~

~~Submissions that do not contain sufficient detail will be returned to the submitting party, with an outline of the missing information, and will not be considered until the additional detail has been included.~~

~~The submission shall include a summary section that details the primary rationale for the request and the proposed rates of wages.~~

### ~~3.0 Meeting regarding Submission~~

~~Upon receipt of the submission, a meeting will be scheduled by the parties within sixty (60) calendar days, or as soon as practicable. The purpose of the meeting shall be to allow the submitting party to further explain the rationale for the request and the evidence supporting it, as well as allow for general discussion regarding the request.~~

### ~~4.0 Response to Union Initiated Submissions~~

~~The Director, Compensation or Designate shall respond to the Union with a written recommendation to the request within forty five (45) calendar days of the meeting date. The recommendation shall include sufficient detail to address the information included in the original submission. In addition, the recommendation shall indicate whether the requested rates of wages are fully supported, partially supported (i.e. awarding of a wage rate different from that originally requested and/or a wage rate phased in over time), or not supported.~~

~~If the Director, Compensation or Designate recommends approving the request, either in part or in full, then the recommendation shall be forwarded to the City Manager for final consideration. The City Manager or Designate shall provide a final decision regarding the recommendation within fourteen (14) calendar days of receiving it, or as soon as practicable.~~

~~If the Union's request is not supported to the satisfaction of the Union, then the Union may initiate a review of the decision via written notification within twenty one (21) calendar days of receiving the written recommendation. The notice shall be directed to the Review Committee with a copy to the Director, Compensation or Designate. If a request for review is not submitted within the twenty one (21) calendar day period, then no further re-grade requests related to that classification shall be eligible for submission by either party until at least one (1) year has elapsed from the date of the decision of the Director, Compensation or Designate.~~

### ~~5.0 Response to Management Initiated Submissions~~

~~The President of the Union or Designate shall provide a written response to the request within forty five (45) calendar days of the meeting date. The response shall address the information included in the original submission. In addition, the response shall indicate whether the requested rates of wages are fully supported, partially supported (i.e. awarding of a wage rate different from that originally requested and/or a wage rate phased in over time), or not supported.~~

~~If the Union does not support the request to the satisfaction of the City, the City may initiate a review of the decision within twenty one (21) calendar days of receiving the written decision. The request shall be directed to the Review Committee with a copy to the President of the Union, indicating the reasons for the review.~~

~~6.0 — Review Committee~~

~~A Review Committee consisting of three City representatives shall hear all reviews. The City shall have sole authority for selecting committee members; however, the Union will be consulted during the appointment process. A City representative shall not participate in hearings for classifications within their area of responsibility. In such instances, a replacement committee member shall be utilized.~~

~~A review hearing will be scheduled at the earliest available date of all participants. Written submissions shall be provided to the committee at least seven (7) calendar days in advance of the hearing. The purpose of the review hearing is to provide both parties with the opportunity to make a presentation to the Committee. Information presented shall be limited to the information previously available to the parties at the time of the original re-grade submission request. Each party, in the presence of the other, shall be limited to thirty (30) minutes of presentation time, plus any time required to answer questions of the Review Committee.~~

~~The Review Committee shall render a written recommendation within thirty (30) calendar days of the hearing. The recommendation will state whether the Committee recommends approval or denial of the request, or partial approval or denial of the request (i.e. awarding of a wage rate different from that originally requested and/or a wage rate phased in over time). The recommendation shall include sufficient information to describe the rationale for it.~~

~~If the recommendation of the Review Committee is to deny the request, then that recommendation shall be final and binding on the parties. Additionally, a subsequent re-grade request cannot be submitted for that classification by either party until at least one (1) year has elapsed from the date of the decision of the Review Committee.~~

~~If the Review Committee recommends approval or partial approval of the request, then the recommendation shall be forwarded to the City Manager for final consideration. The City Manager or Designate shall provide a final decision regarding the recommendation within fourteen (14) calendar days of receiving it, or as soon as practicable.~~

~~7.0 — Effective Date of Adjustments~~

~~Any wage adjustment shall be retroactive to the date the original complete submission was filed, or as otherwise established by the decision of the City Manager.~~

~~8.0 — Employee Notification~~

~~Within thirty (30) calendar days of the decision, employees whose wages are impacted by the above process shall receive personalized letters indicating the changes to their rates of pay.~~

(and subsequent re-numbering)

~~#10 — Joint Committee on Short Term Disability Plan~~

~~It is agreed by the parties that during the term of the Agreement they will meet to review issues, plus explore options related to the Short Term Disability (STD) Plan. The Joint Committee shall be comprised of:~~

- ~~● — One business agent from Civic Service Union 52~~
- ~~● — Two employee representatives~~
- ~~● — Two management representatives~~

- ~~Other individuals as may be agreed to by the parties~~

~~Items that will be reviewed and discussed shall include, but not be limited to:~~

- ~~STD utilization statistics, including historical trends~~
- ~~STD costs~~
- ~~STD Plan design features~~
- ~~Alternatives to increase Plan effectiveness and efficiency~~
- ~~Communication strategies~~

(and subsequent re-numbering)

#### **#11 Health Care Spending Account**

Incorporated into Part II of the Collective Agreement.

(and subsequent re-numbering)

#### **#12 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:

- 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.
- 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).
- 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.
- 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.
- 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.
- 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.
- External candidates, who fail to meet their terms and conditions, will have their employment with the City terminated.
- 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.

- The Union reserves the right to dispute the reversion or termination of an employee under the terms of the Alternate 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 Alternate Dispute Resolution process.

Attachments:

1. Terms and Conditions Template – Internal Candidate
2. Terms and Conditions Template – External Candidate

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

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

#13 **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.

### *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.

### *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 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 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.

#### *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.

#### *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:
- Jay Spark (Roster Co-ordinator)
  - Deborah Howes
  - James Casey, Q.C.
  - Bertha Greenstein
- 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 Every attempt will be made to hold the meeting referred to in Article 4.3 within 10 working days of the date the grievance is received by the Roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within 10 working days will not constitute a 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.

#### *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.

#### *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.

#### *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
- James Casey, Q.C.
- Thomas Jolliffe

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.

#### *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.