

# CIVIC SERVICE UNION 52

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## **City of Edmonton and Edmonton Police Service Information Technology Staff (CSU 52 Members)**

### **INFORMATION TECHNOLOGY UPDATE**

On Wednesday November 16, 2011, the Union held a meeting with IT staff from the City of Edmonton and the Edmonton Police Service.

David Edey, General Manager, Corporate Services, became aware of the meeting and he and Darren Chivers discussed, in a general way, the issues staff raised around trust, job loss, demotions, and morale in the City IT Branch. As a result, a meeting has been set up for Darren Chivers and Audrey Tosh to meet with David Edey, Chris Moore and Monette Malley, Strategic Advisor from Human Resources.

The members in attendance at the November 16 meeting also requested we set up another meeting in the new year, and provide more notice for the meeting. That meeting is now being arranged and as soon as room confirmation is received, we will advise of the time and location. Some individuals have asked that we email this notice to them at their work email. We do not have approval from the City to use their email system for Union business, therefore we will continue to send paper copies to our members regarding any information we need to circulate.

#### **Latest Information from Compensation Section – Human Resources to the Union**

On November 24, 2011, Compensation provided the Union with additional information about the timeline for the project. According to Compensation, they will be completing the 'career tracks' or families, within the next couple of weeks.

They then will meet with the director of each job family to finalize the family title, job family description, and the content within the career track.

When that milestone is met, they will finalize the positions description and communicate the job family structure to staff. They have indicated that at this point they will want to create a letter of understanding with the Union that sets out the transition process and the appeal process.

In their plan they will train PMs and coaches in how to complete the forms and they are expecting to deliver the position description forms to staff in mid January. They expect a month to receive all completed forms back from the employees.

Compensation has hired a 3<sup>rd</sup> party market research company to survey municipalities and organizations in Western Canada. It will take approximately 7 weeks from when the company receives the City's data to complete the survey. This would mean that April would be the soonest that any transition would occur.

Compensation has requested a meeting with the Union to go through the details of their timeline in more detail. That meeting is likely to occur before Christmas.

### **Responses to Questions Posed Prior to Meeting with IT Staff on November 16, 2011 at the Library Theatre**

**Q** What are the guidelines and restrictions that are imposed on the Union as far as being able to define / develop the new classes - how much input / say / power does the union have.

**A** The Union was invited to sit through the workshops that the Compensation Section of Human Resources was having with management. The purpose of the workshops was to develop the different 'streams' of work in IT, because the City believes the systems analyst class series is too restrictive and does not describe work being done at various levels within the organization.

The classification system and the delegation of work is a management right. The Union's role is to negotiate rates of pay for job classifications. The Union has been participating fully in the meetings and providing our feedback about the classifications. The final determinations of what the streams are, how many levels there may be in each stream or how many positions will be in each level, is a management decision.

#### **4 NEW CLASSES**

14.01 In the event that the City creates a new class which is not included in this Agreement and which falls within the jurisdiction of the Union, the rates of wages and/or working conditions shall be negotiated by the City with the Union before advertising any position within this class in accordance with the posting procedures set forth in this Agreement.

The City will provide the Union with a class specification and written rationale, which may include both internal and external comparisons, supporting their proposals for wages. The Union will respond in writing to the City's rationale.

14.02 If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the City to the Union of the creation of the said class, the posting of any vacancy in this class shall be made according to the rates of wages and working conditions set out by the City but, notwithstanding such posting, the rates of wages and working conditions of the new class shall still be a matter of negotiation between the City and the Union, and the notice of posting shall contain the following statement: "The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment."

#### **21 POSITION EVALUATION PROGRAM**

21.01 Position evaluation is the systematic determination of position allocations to the appropriate class as set out in the current collective agreement.

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 22, be the sole responsibility of the City.

21.03 The Union shall have the right to present modifications to the position evaluation program and these will be considered by the City. The City will meet and discuss the proposed modifications with the Union.

21.04 The Union shall be provided with the Policy, regulations and procedures pertaining to the class allocations of positions coming within the scope of this Agreement.

21.05 The City shall make available to the Union on request all reasonable information used in the position evaluation program procedures to evaluate and allocate positions to the appropriate established class.

21.06 New classes, for which the rates have been negotiated and agreed to in accordance with Article 14.

"New Classes" shall be reduced to writing and executed by authorized representatives of the parties to this Agreement.

21.07 Employees shall be paid the rates provided in the currently effective wage schedule or those established by the City for classes, for which the rates are under negotiation in accordance with the provisions of this Agreement

Q If the union has input how did the union determine where they felt positions should be defined, qualifications required for positions, and compensations for each level?

A The Union has been part of the discussions about what differentiates the levels but no decisions have been made about what the streams will be or how many levels will be created. These are decisions that will be made by the City. The Union will be involved in negotiating the appropriate compensation. We felt it was important for us to hear the discussions about what is different in each level so that when it comes to negotiating rates of pay that we can make informed decisions.

Q What are the positions that are being proposed?

A This has not been finalized and will not be until the ITMT approves the proposed structure.

Q Which people will move from their current position to which position - when will this info be sent to us

A This is the implementation phase which is yet to be determined, we do not yet know what the City's plans are for transitioning to the new classes and levels.

Q What are the two levels being proposed and who will decide where each of us goes - I've heard development - working – senior

A To date, there is no final decision on streams and levels. There may be more than two levels in some streams.

Q And will everyone in the positions all go to the senior levels

A We do not think that every existing job is a senior job. This will be determined during the transition phase.

Q What are the job qualifications for each level both job level and development - education and experience

A This has yet to be finalized. There were a lot of discussions about equivalencies, and it will be up to ITMT to determine what they want.

Q If the qualifications have changed - for the people that are currently in the positions - will they be grandfathered; will some be grandfathered and some have to get their education

A There has been no discussion about 'new' qualifications. Typically the Union's stance on reclassifications is that the current incumbent is deemed qualified for the job they are in, and therefore does not need to go on terms or conditions or into a developmental position in order to get the credentials.

Q If they are not grandfathered and have to get their education what time frame will they have to do this in.

A This has not been discussed. In general the Union asserts that those employees in the job are already deemed to be fully qualified, and do not need to meet the qualifications that would be required for the next time the job is posted.

Q And if so will management support the education costs, And if there is no monies in the budget - when the monies do become available - will those positions requiring a defined level of education be give priority for education funds

A This has not been discussed.

Q Pay leveling - how is this being determined - Market analysis, management decides, etc.

A Until the job streams and levels are established, Human Resources cannot conduct any market research.

Q Is the union doing their own market assessment in all areas - from consultant levels to private companies to government; or how has the union determined where they feel the positions should be leveled at and the qualifications required for the positions?

A Until the structure is approved in ITMT, the Union will not be in a position to research compensation.

Q Will the re-classifications mean that this is retroactive and to what date.

A From our understanding, the effective date will be the date when the new classifications are created. There is no retroactivity contemplated at this time.

Q We have had the reclass on the books through two contract negotiations. I was told after the 2008-2010 contract was signed that the union was working with management and would keep the reclass on the table and that it would be retro to Jan 1, 2008. Then there were rumors that it may not go that way and only be retro to the start of this new contract on January 1, 2011 and that reclass' can't be carried across contracts no matter how long they take. Now rumors say it is from the date that the reclass is signed which could be Feb, 2012 so there would be no retro pay. So which date is it and how is it determined to be that date. Where in the contract does it explain that X and Y are the rules in determining this.

A This question relates to a regrade which was on the bargaining table for a specific classification, and is not about the IT Classification Review. Any employees who want to discuss this further should contact Audrey Tosh at the Union Office.

The definition of reclassification is when the job classification the position is assigned to no longer accurately describes the work of the position, a different classification is more suitable. A reclass can result in a salary increase, or decrease, or no rate change at all. It is about the job content, not about monetary compensation for the position. A reclassification is covered under Article 22 of the collective agreement. A reclass can happen at any time during the life of a collective agreement and is not tied to bargaining.

A regrade is when the job classification for a position is still the appropriate descriptor of the work, but due to market value, turnover, recruitment issues etc, the salary level is no long appropriate. The Union takes regrades as proposals during the collective bargaining process, and these must be dealt with as part of the monetary package. The date of the new salary through bargaining would be dependent on what was negotiated in bargaining.

Q If the pay scales for the new positions that we move into are lower than what we make now - what happens to us - are we red-circled and just wait till the new positions catch up to our pay level; or are we told this is your new pay scale and at the end of one year or two years your pay will revert to that pay scale which in turn allows us the choice - if you want to call it that - to find other employment at our current pay scale.

A In the event that a position is assigned to a pay band with a lower salary range, the collective agreement contemplates that the incumbent's rate of pay is frozen over range until their rate is captured in the new range.

The application of this clause has not been discussed with the Union.

The Union is unclear what circumstances would have an employee's rate of pay moved up and down or changed on an annual basis. We have seen no indication that this is what is being contemplated. We have had no discussions about rollback of wages, which this Union will not support.

**Q What market assessment was done and how did the union determine the different classes and where they should be grouped**

**A** No market assessment has been done at this point. The Union has not and will not be determining the different classes. That is management's responsibility.

**Q Did the union or management talk to the people in the jobs to determine what they do so that they could level them correctly - I heard only one person in our area was interviewed and how can the union be certain that it reflects everything that everyone is doing.**

**A** The Union is aware that some PMs, managers and coaches invited some of their staff to the workshops and those people participated as well. We have also been advised that some managers spoke to their staff to gather information. This, however, was not the practice across the board.

There is another step in the process. Each IT employee will be completing a short version of the job description form. This will be the snap shot of work that is being performed at this time, and will be the basis upon which transition to the new structure will occur. Employees will have the ability to appeal the assignment of their job, with the assistance of the Union.

**Q My coach does not have a clue what I do. How can they evaluate what the level of my job is? I have never even had a meeting with my coach. I've never been reviewed by them.**

**A** We will bring this to the attention of Compensation and management. Our concern is that someone needs to validate the job content who knows the level of independence, accountability, responsibility and knowledge required for the job. If the coach is not the right person, then it will need to be decided who the best person is to confirm the content.

It should be remembered this is about the work, not an individual's job performance.

Q In the event there is a layoff what does the contract say the bumping process is. What can we bump back to when our old position is gone. Can we bump back to positions that were help in other areas. We are IT now and I used to be in MM where do I bump to.

A We do not believe that this project has anything to do with budget reductions or layoffs. However, the collective agreement does deal with the issue if something were to occur. Article 11 of the collective agreement deals with layoff. In general all temporary and provisional employees would need to be let go before permanent employees are impacted. The least senior individual in the classification would be the first person to be displaced. Employees are eligible to bump into other of equal or lower paid classifications in their branch if they are qualified and more senior to the current incumbent. Layoffs are very fact specific. If there are any layoffs, we will deal with them on a case by case basis.

## **11 LAYOFFS, REHIRES, TECHNOLOGICAL CHANGE AND TRANSFERS**

### 11.01 Layoffs and Rehires

11.01.01 A workforce reduction is the reduction in the number of permanent positions that results in the displacement or layoff of permanent employees.

11.01.02 When the City believes a workforce reduction is required, the City will identify: the organizational unit (department, branch or section) where workforce reduction(s) will be required, and the number of positions within each class that may be eliminated by the workforce reduction.

The City will notify the Union of the business rationale supporting the above. The City and the Union will meet to consider alternatives to workforce reduction and discuss the process of informing affected employees of their potential displacement or layoff, and ways to involve the employees in considering alternatives.

If the workforce reduction is unavoidable, the City will identify the employees who may be displaced from their assigned positions or laid off and discuss the timing of the workforce reduction with the Union.

11.01.03 Prior to implementing a workforce reduction, temporary and provisional employees in an organizational unit will be terminated and temporary positions will be eliminated as operational circumstances permit.

11.01.04 A permanent employee who occupies a temporary position, or is working at an Opportunity Concept level, within a class being reduced will be deemed to have the least overall Union seniority for the purposes of 11.01.

11.01.05 If the City confirms that a workforce reduction is required, the permanent employee in the class to be reduced who has the least overall Union seniority will be the first displaced from the class.

11.01.06 A permanent employee who is displaced from their class by workforce reduction may be eligible to be placed in an alternate permanent position within the same branch in an equally paid or lower paid classification, provided that:

- (a) the employee is qualified to perform the duties of the alternate position; and
- (b) the employee is senior to the current incumbent.

11.01.07 If a displaced employee is eligible to be placed in two or more classes with the same pay range, the employee will only be eligible for placement into the position occupied by the employee with the least overall Union seniority among these classes.

11.01.08 If there is a question as to the employee's ability to perform the required duties of the alternate position, the City reserves the right to establish a trial period of up to six months. At any time during the trial period, the City or the employee may deem the trial period to be unsuccessful. Under these circumstances, the displaced employee may elect to exercise rights to the next lower class for which the employee is senior and qualified.

11.01.09 Permanent employee who is displaced from their class and declines an alternate position or is not eligible for placement in an alternate position will be laid off.

Q If we are all put into new classifications and new pay levels - doesn't that kill our seniority because we are all in the same positions at the same time. Or does the seniority with the section or department or the city kick in.

A No. Seniority is not impacted by this process.

### **3.24 Seniority**

The word "seniority" when used in this Agreement shall mean the period of time attributed to a permanent employee in recognition of the employee's length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in any position coming within the scope of this Agreement.

Q If red circling is removed from the existing contract negotiations then what happens to people that are paid more now than the leveling they are put into. Or can you guarantee that red circling would never be negotiated out of a contract.

A The current negotiations of the collective agreement do not have any change to the language about red circling. It will remain in the agreement.

Q Why can't we have a separate bargaining unit for the professional IT group. We want it and I wonder why it can't be segregated I understand your explanation but don't agree with it. The business agents are separate as well. So to heck with what is and we need to look out of the box and find a way to make this happen. EPCOR - Library - has a separate bargaining unit - so why can't this group of intricate and commonly related workers. We really do need this.

A The Alberta Labour Relations Board is the authority that determines the scope of a bargaining unit. The CSU52 bargaining unit for the City of Edmonton is defined as follows: All office and clerical employees and all other employees except ATU, IBEW, CUPE 30, CUPE 3197 and Fire.

Each of the different employers we represent have different bargaining units. Those other units are EPCOR Utilities, Capital Power Corporation, TELUS World of Science, Edmonton Public Library. In these bargaining units, our IT members are also part of the larger group and do not have a separate bargaining unit.

The Business Agents and office staff who work at the Union Office are employees, not members, of the Union. They are represented by the United Steel Workers.

Q If I file a grievance based on where I am leveled - and am successful - what happens to the other 20 people in the same position as me that do the same job. It only makes sense that we all get leveled the same.

A The Union has discussed the need for an appeal process when the jobs are allocated to the new structure with Compensation. Compensation is in agreement with this principle, but no details of how or what that appeal process will look like have been put in place. As each employee will be writing their own description, the appeal will likely be handled on a case by case basis. However, if there are job descriptions submitted and validated that have more than one incumbent, it would make sense that all the incumbents would be handled the same way for that description.

Q A new employee will write up what they do based on their work to date. And that would be equal to a % of what they will do. Management has said that it takes 3 months to determine if a new employee will fit the requirement but it takes 3 years to learn the SAP job.

Because it takes so long to learn this job is there something being done when classing our positions to entice people to stay and reward them for staying. Is it possible to build levels for years of service or build into the levels that if you reach level 3 step e - then a bonus amount is attainable - or bonuses for performance like management gets.

A Job classification is not about the performance or longevity of the incumbent. Job classification is about the relative value of work as it compares to other jobs within the classification system. This question is dealing with the recognition of an employee

through a bonus or incentive program, which is outside the scope of this project. Developing pay structures to recognize these other aspects are dealt with during the collective bargaining process.

Q I'm wondering if you could provide guidance on the order of the IT Job Classification and SSL elimination projects:

1. Employees affected by the IT job classification review will write up their PD's based on their current work.
2. Employees are slotted into the proper classification system based on their current work.
3. The SSL role transition project will occur.
4. SSL tasks and responsibilities will be added to the employees' roles that will increase the complexity of their jobs.

For example, SSL's currently attend meetings with business, prioritize break fixes and keep the lights on work etc.

5. Employees may now be under compensated as the new job classification does not take into account the SSL tasks that have been added to their role. As volume of work does not affect compensation but complexity does, the addition of SSL tasks will increase the complexity, reduce the volume of work and thus increase compensation.
6. Will a new classification system be created, and PD's rewritten after the SSL's are eliminated and their responsibilities absorbed by the employees?

Wouldn't a more efficient process that takes in the consequences of SSL elimination be:

1. Place a hold on the IT Job Classification Review
2. Complete the SSL elimination project
3. Then complete the IT Job Classification Review

A Our understanding of the change is the SSL role is that formal supervisory responsibility is being moved to the new jobs that are domain leaders. We don't know what the impact will be on the complexity of the jobs or on meeting attendance or other responsibilities. We don't think management has this figured out.

The SSL transition could go on concurrently with the IT Job Classification Review. When the SSL incumbents complete their short version job descriptions they should reflect

exactly what work is being done today. If the supervisory role does not get deleted, then we will make the argument that there has been no change. However, if management then reviews the individual SSL jobs descriptions, they could determine if any other duties will need to be moved. That might help clarify the new role for each individual.

The project itself is behind schedule, as the meetings to solidify the families and proposed levels were supposed to have been finished a couple of weeks ago. The Union has not seen the timeline for what is next on the HR plan, but one thing that needs to happen is the position description form needs to be completed by each employee. I'm not sure it is realistic to expect this to occur while everyone is working on year end projects and work plans. We think a more realistic timeframe for the return of the forms would be mid to late January. We are not even aware of who the 'third party' is who will do the analysis. This process will not likely be stopped while they review the SSL role.

**Q** A question I have in regard to the "How is the IT Classification Review Project impacted by the SBR initiative". The statement, "IT will create a separate project independent of the Classification Review Project to effectively manage the elimination and transition of the SSL role." Why is the project being created by IT? Why is this not being lead by HR with the Union and IT as key stakeholders, just like the Reclassification Review? How can the SSL's be certain our interests are being protected?

**A** Compensation does not lead organizational changes like the elimination of a segment of work from a group of employees' positions. It is up to line management to determine how best to reassign or delete the functions. If they want to utilize expertise from HR, that would mean involving the Strategic Advisor for Corporate Services, Monette Malley. Operational changes, such as work reconfiguration, do not need to have the Union involved, since management has control over the assignment of work. Where the Union becomes involved is when the job classification is impacted, people are displaced or reassigned, and implementation of the change may have an impact on employee salaries. At this point we are not aware if any of those things will occur with the SSLs.

**Q** What has the union agreed to so far?

**A** The Union has agreed to sit in and participate at the workshops being held. We have talked about an appeal process and reviewed the short version draft job description. Other than those things, no commitments or agreements are in place.

Q Will the staff be contacted before the union agrees to anything in the future? What updates will be provided by CSU 52 as the process continues?

A The Union commits to advising the impacted employees about the proposed structure and the appeal process when those things are presented to us. If anything else arises from the discussions, we will also be in touch. This is a management initiated project and they have the responsibility to keep their employees up to speed on the process.

Q Why haven't updates been provided earlier by CSU 52 as only one side of the story has been coming from the City since the process started?

A Since no decisions have been made to date about anything in the project, we did not have any information to communicate.

Q If calls and correspondence are not responded to in a timely manner by CSU 52, how can we escalate it?

A Address those concerns to the President, Darren Chivers.

Q Given the fact seven team lead positions are being eliminated through attrition and demotions, what is the union doing to prevent this reclassification from becoming a mass demotion or constructive dismissal?

A Management has control over the number and level of jobs. The collective agreement sets out what happens when salary ranges are lowered, or if occupied positions are eliminated.

Q Is a branch wide grievance possible?

A If there is a violation of the collective agreement that impacts a process in the work area, the Union could initiate a consultation that deals with policy matters (policy grievance) under the Alternate Dispute Resolution Process. Since no decisions have been made, nothing has been implemented and there are no violations of the collective agreement, there is no necessity to initiate any action.

Q Systems analysts stand to lose big time in terms of lateral movement. For example, one could move from architect to project manager with relative ease. The proposed streams will change that. What are the thoughts of the union and is there anything you are going to keep the doors open for lateral movement?

A The Union is aware that lateral moves are important to our members' professional development. One of the driving factors for this project is to allow people to move into other areas of specialization and interest and have the support to develop the new skills. That is one outcome of the review we would like to see implemented.

Q There is talk that each individual will have to fill out a form indicating what they do and IT management will do the slotting. In the past, what has happened with reclassifications? Has the union played a role in saying that by and large those previously in an old class should move to the new class.?

A In order to determine where a job should be allocated in the new streams and levels, each employee will need to complete a short version of the position description. This is a typical process used in reclassifications. The Union has seen and given feedback about the form. Management will be validating job content. They will not be making the allocations of the jobs.

Q There is a distinct possibility that wages will be cut. Before agreeing to wages for the new positions will CSU members be involved and what will the union do to ensure that this is not just a disguise for a cost cutting measure?

A There has been no indication that there will be a reduction in salary ranges. Employees have indicated they feel this is a budget exercise. We have no indication that this is a budget exercise to reduce costs.

Q What is the procedure if an individual is placed in a wrong classification?

A We have requested that an appeal process be created for employees to challenge the allocation of their job. This process has only been discussed in principle and has not been finalized.

Q What happens if the answers we receive at the meeting spur follow-up question?

A Questions can be sent to [info@csu52.org](mailto:info@csu52.org) and they will be addressed individually and/or added to the Q & A if appropriate to do so.

**\*\*\*NEXT MEETING\*\*\***

ANOTHER MEETING WILL TAKE PLACE IN JANUARY, 2012.

CHECK BACK ON THE WEBSITE FOR FURTHER INFORMATION.

INDIVIDUAL NOTICES WILL ALSO BE SENT TO OUR MEMBERS.