

## **COLLECTIVE BARGAINING 2021 TO 2024**

THE CITY OF EDMONTON

- and -

CIVIC SERVICE UNION 52

### **Summary of Negotiated Changes to the Collective Agreement**

A copy of the Memorandum of Agreement outlining the actual agreed-to contract language is posted on the CSU 52 website for your review. This document is a summary of the changes to assist you in understanding the impact of the changes to the language. After reviewing this document, if you have any further questions, please attend an information session and the Negotiations Committee will be available to answer your questions.

The changes are addressed in the order that you find them in the Memorandum of Agreement.

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#### **Term of the Collective Agreement**

A 4-year term commencing on December 20, 2020, ending on December 28, 2024.

#### **General Wage Increase**

2021, effective December 20, 2020 - **0%**

2022, effective December 19, 2021 – **1.25%**

2023, effective January 1, 2023 – **2%**

2024, effective December 31, 2023 – **3%**

The above wage increases are applied retroactively.

#### **Lump Sum of \$1000, subject to mandatory withholdings**

- This amount is not attached to 2021 but is instead offered as a signing bonus. Therefore, there is no retroactivity.

- To be eligible for the \$1000 lump sum payment, you must be currently employed with the City by the date of ratification (the date that the Memorandum of Agreement is ratified by both the Union and City Council).
- Members on Short-Term Disability, Long-Term Disability, WCB, Maternity or Parental Leave will also receive this amount. Members in temporary management or out of scope positions are also eligible.
- Program Specialists (employees covered by LOU #15 and #16 and Red-Circled employees will also receive this amount.

### **36.9 Hours of Work Letter of Understanding**

A 25 Earned Day Off (EDO) option was added to 36.9 hours of work option. Employees will now be able to request 12, 19 or 25 EDOs.

It is anticipated that members will move to these hours of work later in the year, after Enterprise Commons is implemented. The Employer is required to provide 60 days' notice of the change to hours of work.

### **Religious, cultural or ethnic observances, holidays or celebrations**

Language added to the Collective Agreement to allow employees to request leave without pay to observe religious, cultural or ethnic holidays or celebrations. Leave without pay can be substituted for vacation or banked time.

While this is currently a leave without pay, the parties recognize that not everyone celebrates the current holidays that are included in the Collective Agreement. The Union and City intend to revisit this language in the next round of bargaining (e.g. swapping of statutory holidays included in the collective agreement).

### **Bereavement Leave**

Provisional employees will now be eligible for up to 3 days off with pay for bereavement leave if there is a death in the immediate family.

### **LOU #2, Summer Program Leaders**

Wages will be updated to a living wage as set by the City's Living Wage Policy.

## **LOU #11, Intellectual Disabilities**

The LOU will be renewed but language was added to ensure the parties meet annually to discuss potential revisions.

## **Program Specialists, LOU #15 and #16**

Article 4.02 Discipline being added to the list of Articles that shall apply to Program Specialists:

- 4.02.01 – while this article allows the Employer to discipline employees for just cause (which they have the ability to do without this language), it also allows for us to file a grievance if an employee is disciplined.
- 4.02.02 – past discipline expires after 24 months of active work. Currently, it could remain on the employee file indefinitely.
- 4.02.03 – sets out the definition of active work.
- 4.02.04 – allows employees to view their employee file.
- 4.02.05 – ensures that employees are aware when a supervisor documents a counselling session.
- 4.02.06 – allows an employee to have Union representation at a discipline meeting.

Adding language to the end of the LOU, as follows: “The parties will establish a joint committee with members from the City and the CSU 52 to continue to discuss this Letter of Understanding for the potential revisions during the life of the agreement.”

- It is an interest of CSU 52 and the affected members to be entitled to the entire Collective Agreement, including the general wage increase.
- This language commits the City and Union to review the issue, research associated costs and logistics, and come up with some recommendations to address the issue.

## **Hybrid Work LOU (attached to the full MOA starting on page 43)**

- Hybrid work remains an LOU, which means it is not permanent. However, it will be in effect for the life of the Collective Agreement (and for time after expiry that the Collective Agreement is bridged during collective bargaining). The Union remains committed to trying to have this added to the main body of the Collective Agreement at the next round of bargaining.
- The City continues to experience pressure from the downtown stakeholders to bring employees back to the office towers, and for this reason, they could not commit to adding language into the main body of the Collective Agreement

- It is our understanding that managers at the City have also been putting pressure on the Senior Leadership Team to continue allowing hybrid work.
- It should be noted that while this LOU applies to EPS, EPS administers their own hybrid work program, which includes deciding who is eligible for hybrid work

### **Nurse Practitioners**

Starting January 1, 2024, the City will now accept prescriptions from Nurse Practitioners.

### **Article 3, Definitions**

#### **3.12 Interpretations**

Updating language to ensure that any gender-related terms in the Collective Agreement include any gender.

### **Article 5, Union Security and Article 13, Seniority**

Article 5 contained language for the City to provide the Union with a list of names, telephone numbers and addresses of employees. Article 13 contained language for the City to provide the Union with the seniority list. This is a housekeeping change to combine all of the information the City provides into one Article.

### **Article 7, Remuneration**

Housekeeping change in Article 7.01.05 to add the word “to”: “...until the employee reaches the maximum step in the range assigned to the position.”

### **Article 8.01.02, Fringe Benefits**

- Article 8.01.02 is language that allows for vacation time to be converted to sick leave. The language has been amended to include the criteria the City has used for many years to allow for vacation to be converted to sick time (that the person is confined to their residence at the time or hospitalized). Please note that the words “at the time” is included with residence, as the City recognizes that there may be times when employees are sick on vacation outside of the Edmonton area. Residence at the time, could be confined to a family member’s home or a hotel room.
- There is also a housekeeping change to clarify that this conversion can only happen for non-occupational illness or injury (it does not apply to WCB compensable

injuries), which makes sense since the injury can't happen at work if you are away on vacation.

#### **Article 8.03.01.01.03, Leave of Absence**

Housekeeping change of the word “made” to “approved.”

#### **Article 8.03.01.02, Bereavement Leave**

Gender-neutral housekeeping changes.

#### **Article 8.03.02.03, Maternity and Parental Leave**

Housekeeping changes for gender-neutrality and ensuring the language reflects current legislation (e.g. the number of weeks allowed).

#### **Article 11, Layoffs, Recalls, Technological Change and Transfers**

Housekeeping language changes:

- Updated language in 11.01.12 that an employee can only refuse recall twice and if an employee does not return to work after a third recall attempt, the 24-month recall period ends.
- Updated language in 11.01.14 to ensure that a permanent employee on layoff who has been recalled to a temporary position, can still use their full Union seniority when applying on vacant positions.
- Language change in 11.01.15 that a laid-off employee will be given due considerations for positions, and if qualified, will be granted an interview.
- 11.03.01.01 housekeeping change from “deemed to qualify” to “deemed qualified”.
- New Article 11.0X.XX (numbering to be updated when the Collective Agreement is updated) to allow the City to provide a voluntary severance option as an alternative to layoff
- New Article 11.05, Seasonal Recall of Non-Permanent Employees. The language in current Letter of Understanding #7 will be moved to this article and the LOU deleted.

### **Article 11.04, Seasonal Recall of Non-Permanent Employees**

See the last bullet of Article 11 on page 5 of this document.

### **Article 12, Posting and Filling Vacancies**

Housekeeping changes from “Human Resources Branch” to “Employer” since there has been multiple changes of the Branch name in the past.

### **Article 16.32, Dispute Resolution Process**

Updated language for the City and Union to choose an Arbitrator for a grievance hearing, which should allow us to get to a hearing with an Arbitrator sooner.

### **Article 16.37, Dispute Resolution Process**

Housekeeping removal of outdated language since the requirement for final submissions was removed from the Collective Agreement years ago. This language was missed for removal in the past.

### **Addendum #1, Compressed Hours of Work Programs**

Housekeeping change to split up the current language in 6.04.06, since the language deals with two separate things. 6.04.06 now explains only what happens when the Employer requires the employee to work the day off. The new 6.04.07 handles employee requests to work an Earned Day Off (EDO).

### **Part II, Health and Welfare Benefits. Article 2, Long Term Disability (LTD) and Article 7, Dental Plan**

- Housekeeping change to add that members continue to participate in LAPP and Union dues.
- Housekeeping change to remove Article 7.10 since dental benefits are already noted in Article 2.09.

**Part II, Health and Welfare Benefits. Article 9.01 Subrogation Rights, 9.01.01**

Housekeeping change to remove the words “for whom”.

**Part II, Health and Welfare Benefits. Article 6 Supplementary Health Care Plan**

Housekeeping addition of “with a DIN assigned by Health Canada”, which is already a requirement for coverage under the health plan.

**Part II, Health and Welfare Benefits. Article 3 Windup of Former Income Replacement Plan**

Housekeeping deletion of Article 3, and all references to the Former Income Replacement Plan. This plan no longer exists and everyone who was a part of the former plan has already been paid out.

**Addendum #2, Jurisdictional Differences**

Housekeeping changes to replace the word “then” with “than” and the word “of” with “or”.

**LOU #1, Work Experience/Placement Programs and Summer Students**

Renew the LOU as is, subject to the negotiated general wage increases (except those in the Registered Apprenticeship Program).

**LOU #3, RE: Relief, Temporary, Provisional and Part-Time Employees in the Edmonton Police Service and Community, Recreation and Culture Branch of the Community Services Department**

Renew the LOU with housekeeping changes to update Department and Branch names.

**LOU #4, 6<sup>th</sup> and 7<sup>th</sup> Consecutive Days of Work**

Renew as is.

**LOU #6, Employment Insurance Reduction Program**

Renew as is.

**LOU #10, Earned Days off Program – Building Condition Assessment Coordinators (80 hours)**

Renew as is.

**LOU #12, Project Positions – Open City and Technology**

Renew, and make any agreed-upon housekeeping changes if necessary.

**LOU #14, Compressed Hours of Work Program, Animal Care and Control**

Amend LOU to include Community Standards Dispatch and update department to Community Services. Renumber the LOU, if required.

**(new) LOU #xx – Edmonton Police Service – Extended Shifts**

This new LOU combines all other EPS scheduling LOUs into one. This LOU will replace LOU #8 (Identification Technician I), LOU #9 (CPIC/Warrant), LOU #13 (IMAC), LOU #17 (Scheduling at Edmonton Police Service), LOU RE: Extended Shifts (ECOMB), and LOU RE: OICC, 12 Hour Shifts.

**Housekeeping Changes RE: Storeman I, II and III** (page 37 in full MOA document) to Storeperson I, II, III to make the language gender-neutral.

**Housekeeping Review** (page 38 in full MOA document)

Allows the parties to complete any other gender neutral and GBA+ language changes required, update required changes to department names and spelling and grammar updates throughout the Collective Agreement.



**Removal, Updates, and Additions of Classifications (starts on page 38 of the full MOA document)**

Housekeeping changes to update the schedule of wages.

**National Day of Truth and Reconciliation**

The parties agreed to add the National Day of Truth and Reconciliation to the list of statutory holidays list in 8.01.01 and 8.01.02 of the Collective Agreement.