#### **MEMORANDUM OF AGREEMENT**

**BETWEEN:** 

### THE CITY OF EDMONTON

(the "City")

- and -

### **CIVIC SERVICE UNION 52**

("CSU 52")

The parties agree to the terms of this Memorandum of Settlement as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the first day of the pay period following ratification by both parties.

The undersigned representatives of the parties do hereby agree to present and support to their respective principals the following changes to the previous 2018 - 2020 Collective Agreement.

### 1. Term

The collective agreement will have a four (4) year term, commencing on December 20, 2020 and ending on December 28, 2024 (pay period #26).

### 2. **General Wage Increase**

Appendix I – Schedule of Wages – shall be subject to a general wage increase as follows:

### 2021

December 20, 2020 (pay period #1) - 0%

### 2022

December 19, 2021 (pay period #1) - 1.25%

#### 2023

January 1, 2023 (pay period #1) - 2.0%

#### 2024

December 31, 2023 (pay period #1) - 3.0%

Retroactivity shall apply in accordance with Articles 7.02.01, 7.02.02 and 7.02.03 of the Collective Agreement.

### 3. Lump Sum

All current members will receive a one time lump sum payment of \$1,000 less mandatory withholdings which will be paid over two pay periods (dates to be confirmed by the Parties).

### 4. **73.8 LOU**

Add a 25 Earned Day Off (EDO) option to the *Amended Hours of Work and Compressed Hours of Work Options (36.9) LOU*.

### 5. Religious, cultural or ethnic observances, holidays or celebrations

Add a new clause in Article 8.03 as follows:

"An employee can request a leave of absence without pay for the purpose of observing religious, cultural or ethnic observances, holidays or celebrations not specified in article 8.01.01 and 8.01.02. The employee must request the leave from the City with as much notice as is reasonable in the circumstance and approval is subject to operational requirements. Where a request for leave is approved, an employee can elect to utilize banked time or vacation as an alternative to a leave without pay"

### 6. **Bereavement Leave**

Add a new clause \*8.03.01.02.05 to allow for a provisional employee to be granted up to three (3) days off with pay for bereavement leave when death occurs in the employee's immediate family, as defined at 8.03.01.02.01.

### 7. **LOU #2 - Summer Program Leaders**

Renew and apply Living Wage as determined by the City.

### 8. **LOU #11**

Amend the final paragraph of LOU #11 as follows:

"The City and the Union will **meet annually**-continue to discuss this Letter of Understanding for potential revisions during the life of this Collective Agreement."

### 9. LOU #15 and LOU #16 (Program Specialists)

Amend the LOUs #15 and #16 as follows:

- Add Article 4.02 Discipline to the list of Articles that shall apply
- At the end of the LOU, add: "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 potential revisions during the life of the agreement."

### 10. Hybrid Work LOU

<u>Update LOU</u> re Hybrid Remote/Office Work (attached) to include EPS and add to the collective agreement.

#### 11. Nurse Practitioners

Amend Article 6.02.01 in Part II - Health and Welfare Benefits as follows:

"Charges for drugs, medicines, allergy serums, allergy serum extracts and insulin, with a DIN assigned by Health Canada, which are purchased on a written prescription of a physician, **nurse practitioner**\*, or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.

\*Effective January 1, 2024, the City will accept written prescriptions from nurse practitioners."

### 12. Signed Amendments

All previously negotiated and signed amendments to the previous 2018-2020 Collective Agreement shall form part of this agreement.

All articles in the previous 2018-2020 Collective Agreement including letters of understanding, not amended by this Memorandum or as previously otherwise agreed to in bargaining, are brought forward with no changes to the new collective agreement.

The Parties agree that in final editing of the renewed collective agreement, the Parties may agree to other editorial changes to address clerical errors.

This Memorandum Of Agreement, if accepted and ratified, shall become effective in accordance with the Provisions of the Alberta *Labour Relations Code*.

SIGNED THIS 14th day of March, 2024

CSU 52	CITY OF EDMONTON

Ref: C3

Without Prejudice Errors & Omissions Excepted Date: @
Employer Proposal
Article 3 - Definitions
The undersigned parties agree to create AMEND Clause 3.12 as follows:
3.12 Interpretations
In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of <u>any masculine</u> gender shall include the feminine <u>any other gender</u> .
AGREED:
Date: Doe 8/22
CIVIC SERVICES UNION 52  CITY OF EDMONTON

Ref: C5/47/412(inport).

Without Prejudice Errors & Omissions Excepted Date:@
Employer Proposal
Article 5 - Union Security Article 13 - Seniority
The undersigned parties agree to AMEND Clauses 5.05.01 and 13.05 as follows:
5.05.01 The City shall provide the Union with a list of employee names, telephone numbers, and addresses and length of unbroken service of employees by department in June and December each year or as mutually agreed by both parties. The City shall also provide to the Union upon request a list showing the seniority of employees directly affected by an individual grievance.
This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of the administration of the union and carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement relative to their members' employment relationship with the City of Edmonton.
The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.
13.05 Lists showing the length of unbroken service of employees by department shall be furnished annually by the City to the Union upon request but not more than once a year. The City shall provide to the Union upon request a list showing the seniority of employees directly affected by an individual grievance.
AGREED:
Date: Jan 13, 2023
CIVIC SERVICES UNION 52  CITY OF EDMONTON

	Omissions Excepted@			
Employer	Proposal			•
Article 7 -	Remuneration			
The unders	igned parties agree to AM	IEND clause 7.01.05 a	s follows:	
present reg new class of position. U	ular rate of pay in the pay on appointment. Such incr	range of the new class ease will be rescinded al period, the employed	ninimum increase to the first or to the initial step in the if the employee is not confushed that have a performance of the shall have a performance of the sh	pay range of the firmed in the new
b) confirme	to the employee's former ed in the new position at it ed in the new position with es not exceed the establis	he same rate of pay, or h at least one additiona	d increment increase, provi	ded that such
	e prescribed in 7.01.04 ur		ments shall be determined es the maximum step in the	
AGREED:				
Date: _/	May 3/202	3:		
Civic Servi	CES UNION 52		CITY OF EDMONTON	T.

Errors & Omissions Excepted  Date: @
Employer Proposal
Article 8 - Fringe Benefits
The undersigned parties agree to AMEND clause 8.02.12 as follows:
8.02.12 If an employee is incapacitated to the extent which required the employee to be confined to residence at the time, or hospitalized, due to non-occupational illness or injury for three (3) working days or more while on their earned vacation, the days so incapacitated shall not be considered vacation but shall be considered as sick time if they produce a medical certificate satisfactory to the City and signed by a physician.
AGREED:
Date: March 23, 2023
CIVIC SERVICES UNION 52  CITY OF EDMONTON

Errors & Omissions Excepted Date:@	
Employer Proposal	
Article 8 - Fringe Benefits	
The undersigned parties agree to AMEND clause 8.03.0	01.01.03 as follows:
8.03.01.01.03 Leave of absence with pay for other matters of accordance with City regulations.	mutual concern may be made approved in
AGREED:	
Date: March 23, 2023	
Civic Services Union 52	CITY OF EDMONTON

Errors & Omissions Excepted

Employer Proposal Reference C1 - In Part

ACDEED.

Article 8.03.01.02 - Bereavement Leave

The undersigned parties agree to AMEND Article 8.03.01.02.01 as follows:

8.03.01.02.01 When death occurs in the employee's immediate family – that is, current spouse/common-law partner, parents, children, or ward, the employee, on request, shall be excused for up to any five (5) regularly scheduled consecutive working days, excluding scheduled days off, without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the date of death. Notwithstanding the above, where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods within the 12 month period. Such request is subject to the approval of the City. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

Three (3) days leave with pay for persons related as follows: grandchild, guardian, parent of current spouse/common law partner, brother, sister, sibling, brother-in-law, sister-in-law, sibling-in-law, son-in-law, daughter-in-law, child-in-law (a person who is married or in a common law relationship with the employee's child), or a related dependent of the employee. The employee, on request, shall be excused for up to any three (3) regularly scheduled consecutive working days, excluding scheduled days off, without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

One (1) days leave with pay for persons related as follows: grandparent or grandparent of current spouse/common law partner. The employee, on request, shall be excused for up to one (1) regularly scheduled work day without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

AURDED.		
Date: July 21, 2023		
Civic Services Union 52	CITY OF EDMONTON	

Reference: U1/C8

Amend 8.03.02.03 Maternity and Parental Leave:

Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted 8.03.02.03.01 by the City in accordance with City Policy and consistent with existing Provincial and Federal

Legislation.

Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is 8.03.02.03.02 the unpaid voluntary leave relating the birth or adoption of a child.

> NOTE: For the purpose of this section, the City's Disability Plans shall include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

"Valid, health-related portion" shall mean that period of an eligible employee's pregnancy during which they are disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

The City shall grant maternity/parental leave in accordance with the following: Upon written 8.03.02.03.03 application to their manager, maternity/parental leave will be granted to employees employed for at least ninety (90) days twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the City will be under no obligation to provide future employment.

Maternity leave shall be for a maximum period of sixteen (16) fifteen (15) weeks. Parental Leave shall be for a maximum period of sixty-two (62) thirty seven (37) weeks. Employees who gives birth Birth mothers shall be eligible to combine such leave for a period of seventyeight (78) fifty-two (52) weeks. An employee who gives birth birth mother, who takes both maternity and parental leave, must take the leaves consecutively.

Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to thirteen (13) twelve (12) weeks prior to the estimated date of delivery. If a pregnant employee is unable to perform the duties of their position or such alternate position as may be made available, for which they are qualified, and in the absence of any valid, healthrelated disability attributable to the pregnancy, the pregnant employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.

Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within seventy-eight (78) fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but employees on such leave will not lose seniority. Employees who are members of the City's Disability Plans as provided for by the City and who

8.03.02.03.04

8.03.02.03.05

8.03.02.03.06

8.03.02.03.07

provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the City's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the City's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

A pregnant employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a pregnant employee may commence sick leave prior to their estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

8.03.02.03.08

Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the City, they shall automatically be deemed to have terminated their employment when said period expires.

8.03.02.03.09

Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks notice to the City of their return to work. If the same position is not available then a comparable position will be found.

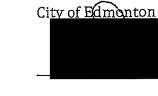
8.03.02.03.10

Employees, who choose to carry benefits while on a leave of absence are required to pay both the City and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through the Employee Service Centre.

Agreed:

Date: Dec. 8/22

CSU 52



### **Errors & Omissions Excepted**

Article 11 - Layoffs, Recalls, Technological Change and Transfers

The undersigned parties agree to AMEND Article 11 as follows:

11 Layoffs, Recalls, Technological Change and Transfers

11.01 Layoffs and Recalls

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 higher temporary position within a class being reduced, will be returned to their permanent position, if available, or to a comparable position. A permanent employee who is working at an Opportunity Concept level, within a class being reduced, will be returned to their former position, if available, or to a comparable position, at their former rate of pay. An employee who did not hold a position within the bargaining unit immediately prior to entering an Opportunity Class or a permanent employee working in a temporary position who does not have a position to return to 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 elassification class, 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 A 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.

11.01.10 A permanent employee who is laid off as a result of workforce reduction will receive the following notice or pay in lieu of notice:

a) less than four years of service:

b) four or more, but less than six, years of service:

c) six or more, but less than eight, years of service:

d) eight or more, but less than ten, years of service:

e) ten or more years of service:

2 weeks

5 weeks

6 weeks

8 weeks

\*-11.01.11 Clauses 11.01.01 to 11.01.10 will not apply in instances where the workforce reduction is estimated to be of a duration of 30 days of work or less. Under these circumstances, the affected employee will have the option, with the approval of the department, to use vacation or banked overtime credits rather than be laid off for any days applicable to this clause. The City will also make every reasonable effort to retain the employee for the duration of the short-term layoff.

11.01.12 If the number of permanent positions in a department, branch or section is to be increased, a permanent employee formerly belonging to the department, branch or section and class to be increased who has been displaced or laid off within the previous 24 months will, if available, be recalled in the reverse order of their displacement or layoff, in preference to other applicants. An employee may refuse recall twice; thereafter, if they do not return to work after the third recall attempt, the 24-month recall period will end.

11.01.13 A laid off permanent employee who is recalled to a permanent position within 24 months of their layoff will retain the same seniority and benefits they had as a permanent employee prior to layoff.

11.01.14 A permanent employee who is laid off and subsequently recalled within 24 months into a temporary position within the scope of this collective agreement will be considered a provisional employee—, except when applying for vacant positions, in which case Article 11.01.15 will continue to apply for the duration of the 24 month period following layoff.

11.01.15 A permanent employee on layoff will retain the seniority they had at the time of layoff and be able to exercise their rights in accordance with Article 10 when applying for vacant positions within the City. Such employee will be granted an interview and be given due consideration for all positions for which they apply, and will be granted an interview for any positions which they are which they may be considered qualified. The provisions of this clause apply during the 24 month period following layoff.

11.01.16 A provisional employee who is terminated due to a workforce reduction will be eligible for recall into their former position following the placement of all eligible permanent employees and prior to the hiring of temporary employees into such positions.

NOTE: For the purposes of workforce reductions in the Edmonton Police Service, reference in this article to "Branch" shall mean "Bureau", except in the case of the Corporate Services Bureau (as it is currently known), where the organizational unit for bumping will be determined at the time of the reduction.

### 11.02 Technological Change

- 11.02.01 An employee classified as a permanent employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.
- 11.02.02 Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.
- 11.02.03 The City agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.
- 11.02.04 The City and the Union, in co-operation with Government, agree to participate in every way possible in training and retraining employees.

### 11.03 Transfers

### 11.03.01 Transfers of Over-ranged Employees

11.03.01.01 No permanent employee who becomes over-ranged as a result of a reclassification of their position shall be dismissed (or suffer any reduction in wages) except for just cause or as a result of layoffs or staff reductions affecting such over-ranged employee. However, an employee who is recalled to their former position in which they were over-ranged shall be recalled at their former rate of pay provided such recall is within twenty-four (24) months of their layoff.

However, the City shall have the right to transfer an over-ranged employee to any vacant position for which they are deemed to qualify gualified, said position being the same pay range of the position being vacated, or higher, in order to remove or to retrain the employee through experience so that they may progress to a position which will remove them from the over-ranged status.

11.03.01.02 Should the City determine that the said employee does not qualify for continuance in the new position, based on a written performance appraisal completed during the trial period, they shall be reverted to their former or equivalent position with not less than their former rate of pay.

### 11.03.02 Lateral Transfers

11.03.02.01 When an employee is laterally transferred and regarded as having adequate preparation for the new position, they shall suffer no loss in pay. However, if the employee is not

fully qualified for the new position, they shall suffer no more than a two-step reduction in pay. Upon satisfactory performance at the end of the first three (3) months in the new position, they shall regain one (1) step and, at the end of the next three (3) months of service, they shall regain the second lost step.

11.03.02.02 Employees shall be eligible for lateral transfer in accordance with or notwithstanding the posting procedure.

### 11.04 Job Security

11.04.01 Without restricting its right to determine the methods by which municipal services are to be provided, the City agrees that no permanent employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by such permanent employee.

11.04.02 If any position to which a permanent employee has been promoted is abolished as a result of contracting out work, the employee holding such position shall revert to the permanent position they formerly held within the branch (if branches are named) or department concerned.

11.04.02.01 If there are no permanent positions available to which a permanent employee may revert as a result of contracting out work, then they shall have the right to firstly fill any position occupied by a temporary employee at the time of the layoff within the department concerned, provided that they are qualified for the position and, secondly, fill any position occupied by a provisional employee at the time of layoff within the department concerned, provided that they are qualified for the position.

11.04.02.02 If there are no positions available to which a permanent employee may revert within the department concerned, then they will be offered employment for which they are qualified in another department.

11.04.02.03 Should a permanent employee refuse to revert to another position within their department or refuse to accept an offer of employment in another department, then they will be laid off. In this event, they will be recalled in accordance with the provisions of 11.01.

#### 11.0XX Severance

11.0X.0X As an alternative to layoff, the City may choose to offer employee(s) access to a voluntary severance option, following discussion with the Union.

\*Incorporate new 11.05 (Seasonal Recall of Non-Permanent Employees) and renumber Article as necessary

AGREED:

Date: Systember 8, 2023

CIVIC SERVICES UNION 52

CITY OF EDMONTON

et: 0307

Errors & Omissions Excepted Date:@
Employer Proposal
Article 11 - Layoffs, Recalls, Technological Change and Transfers
The undersigned parties agree to delete LOU #7 (Seasonal Recall of Non-Permanent Employees) and create a new clause 11.05 as follows:
11.05 Seasonal Recall of Non-Permanent Employees
11.05.01 There shall be no requirement to post seasonal vacancies filled by temporary or provisional employees. A seasonal vacancy is a vacant position that is required to be filled for a relatively similar period of time each year that is less than twelve (12) months in duration.
11.05.02 Seasonal vacancies in a specific section will be filled first by those provisional employees in the job classification, if available, who were removed by reason of staff reduction during the previous 12 months from such classification. This will be done in accordance with seniority standing, prior to recalling any temporary employees into such classification.
11.05.03 Both the recall of temporary and provisional employees shall be subject to satisfactory performance evaluations.
11.05.04 Disputes arising from failure to recall, performance evaluations or recall order shall proceed in compliance with the Dispute Resolution Process with the final step being the Formal Review stage. The formal review decision shall be final and binding.
AGREED:
Date: Merch 23, 2023
CIVIC SERVICES UNION 52 CITY OF EDMONTON

Without Prejudice Errors & Omissions Excepted

**Employer Proposal** 

Article 12 - Posting and Filling Vacancies

The undersigned parties agree to create AMEND Clause 12.05 as follows:

12.05 Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to the Human Resources Branch, and clearly indicating the appropriate job requisition number and the return address of the applicant. All applications will be considered as submitted by the applicant.

The <u>Employer Human Resources Branch</u>-shall notify the Union of the selected applicant and the names of all internal employees within the Union's jurisdiction who were unsuccessful applicants, upon completion of the selection process. The <u>Employer Human Resources Branch</u> shall also notify each internal employee who was an unsuccessful applicant of the name of the successful applicant.

Appointment of the selected candidate shall be final, subject to satisfactory completion of the required probationary (or trial) period, or the outcome of any grievance filed within the required timelines, from the date the last employee received notification from the City.

AGREED:

Date: 500 26, 7023

Civic Services Union 52

City of Edmonton

Reference: U14, Bullet 4

16.32 The Union and the City shall **make efforts to** select the chairperson of the arbitration board within five **ten** working days of notification from the responding party, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random

(new) 16.32.01

Annually each January, the Union and the City will each submit to the other the names of up to five (5) arbitrators to be included on the new approved roster. Where the Union and the City each submit the name of the same arbitrator, that arbitrator will be added to the new approved roster, and any arbitrators rejected by either party will not be included on the roster that year. Each party may continue to submit names to the other party in the same manner described above an additional three times, or until there is an agreed-upon roster of at least three (3) arbitrators, whichever occurs first.

If the parties must select a chairperson before the roster of arbitrators is approved, the chairperson will be selected by mutual agreement. In the absence of an approved roster and mutual agreement to the appointment of an arbitrator, the parties will submit a request for the appointment of a labour arbitrator to Mediation Services.

(new) 16.33 If the parties do not agree on the chairperson, the parties will jointly use an online randomizer, or other process if mutually agreed upon, to select a chairperson from the approved roster. selections from the roster shall be drawn at random.

(new) 16.34 By mutual agreement, the parties may agree to use an arbitrator who is not on the approved roster.

Renumber subsequent clauses.

Date: September 8, 2023

Agreed:

CSU 52	City of Edmonton	Ţ.
<del></del>		

Reference: U14 (In Part)

Delete Article 16.37, then re-number subsequent articles.

The final submissions exchanged by the parties at the end of the formal review stage shall not be entered as evidence at arbitration, but may form the basis of an agreed statement of facts.

Agreed:

**CSU 52** 

City of Edmonton

**Errors & Omissions Excepted** 

Employer Proposal Reference C42- In Part

Article - Addendum #1

The undersigned parties agree to AMEND (renumber) Addendum #1 as follows:

OPTION A: 7.5 hours per day - 9 days per pay period

6.04.06 Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.

6.04.07 Employees may request to work an "earned day off" ("EDO") to bank it for future use. The request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. No more than three (3) EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will not be unreasonably denied, subject to operational requirements.

OPTION B: 8.9 hours per day - 9 days per pay period

6.04.06 Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.

6.04.07 Employees may request to work an "earned day off' ("EDO") to bank it for future use. The request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. No more than three (3) EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will not be unreasonably denied, subject to operational requirements

AGREED:

Date: 7.0...07.2022

Civic Services Union 52 . City of Edmonton

Without Prejudice Errors & Omissions Excepted Date: 1 @ 9 15am

**Employer Proposal** 

Part II Health and Welfare Benefits - Article 2, Long Term Disability Plan and Article 7, Dental Plan

The undersigned parties agree to AMEND article 2.09 and to DELETE article 7.10 as follows:

2.09 Coverage Under Other Benefit Plans While Disabled

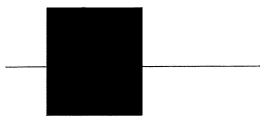
A member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care/Flexible Spending Account, <u>LAPP. Union Dues</u>, and Alberta Health Care Plan, in accordance with the terms and conditions of those plans. Such members will remain eligible for continued coverage under the Health Care/Flexible Spending Account. Member contributions, in accordance with the terms and conditions of the respective plans, will be paid by the Long Term Disability Plan. The City shall continue to make <u>its</u> required contributions to the Plan.

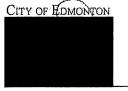
7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

AGREED:

Date: <u>Ell.7/23</u>

CIVIC SERVICES UNION 52





Reference: U1

Amend Part II, 9.01 Subrogation Rights, 9.01.01:

All members covered by Plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said Plans, all rights of recovery against any person (including the City itself, or any person for whom whose actions the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the Plans making payments to any members or their dependents. The City shall thereby subrogate to any rights members or their dependents may have against any such responsible party, for any amounts paid pursuant to the said Plans or for which the Plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.

Agreed:	
Date: Dec 8/22	
CSÚ 52	City of Edmonton

C22 (4th Bullet)

Without Prejudice Errors & Omissions Excepted Date: @	
Employer Proposal	
Part II Health and Welfare Benefits - Article 6, Supp	plementary Health Care Plan
The undersigned parties agree to AMEND clause 6.	02.01 (DRUGS) as follows:
	ry serum extracts and insulin, with a DIN assigned by prescription of a physician or dentist and dispensed by ent medicines or drugs which can be purchased
AGREED:	
Date: Jun. 31, 2023	
Civic Services Union 52	CITY OF EDMONTON

C22(5th Bullet)

Without Prejudice

Errors & Omissions Excepted Date:@		
Employer Proposal		
Part II Health and Welfare Benefits - Article 3, Wind	I-Up of Former Income Replacement Plan	
The undersigned parties agree to DELETE all o Replacement Plan, including all subsequent refe Article 9:	The state of the s	
Supplementation of Compensation Awar Protection Plan, Group Life Insurance P.	ental Plan and Health Care/Flexible Spending	
	d Long Term Disability Plan and Income syment if a disability results directly or indirectly	
• 9.03.02: An employee/member who is in receipt of benefits from the Income Protection Plan, Income Replacement Plan, Long Term Disability Plan or benefits under the Workers' Compensation Plan shall ensure that they are available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation benefits without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period for which the employee is outside of the Edmonton area.		
AGREED:		
Date:		
Civic Services Union 52	CITY OF EDMONTON	

Reference: U1

Amend Addendum #2, Jurisdictional Differences as follows:

**INCLUSIONS** 

1)

- iv) if the transfer to the Union is to a position with a higher regular rate of pay than then the employee's present position, the economic increase to the employee's regular wage for that year would be that which is negotiated by the Union. If the employee would be over-ranged once transferred to the Union, then article 7.04.03 applies.
- 2) In rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. Dues will be forwarded to the Union. The duration of this exemption from the unit will be no more than 24 months. At that time the incumbent will become a member of the Union as a new entry to the bargaining unit with no bridging of seniority, or shall be removed from the position through termination, retirement or of transfer.

Agreed:

Date: Yelv. 7/23

CSU 52

City of Edmonton

Errors & Omissions Excepted		
Date:@	)	
Employer Propos	sal	
LOU #1: Work Ex	xperience/Placement Programs and Summe	er Students
Increases to the	l parties agree to RENEW LOU #1 and applicable wage grids contained within Program wage grid.	
AGREED:		
Date: Och	3,2023	
Civic Services-Un	ion 52°	CITY OF EDMONTON

Errors & Omissions Excepted				
Date:@				
Employer Proposal				
The undersigned parties agree to AMEND LOU #3 as follows:				
* LOU #3: re: Relief, Temporary, Provisional and Part-Time Employees in the Edmonton Police Service and in the <del>Community Facility Services</del> <u>Community, Recreation and Culture</u> Branch of the <u>Citizen</u> <u>Community</u> Services Department				
* The following provisions shall apply to relief, temporary, provisional, and part-time employees in the Edmonton Police Service and in the Community and Recreation Facilities Community, Recreation and Culture Branch of the Citizen 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 Permanent Employee Relief, temporary, provisional, and part-time employees shall not become permanent employees by virtue of articles 3.17, 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 positing 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.				
AGREED:				
Date: (Och 3, 2023				
CIVIC SERVICES UNION 52 CITY OF EDMONTON				

Reference #: U48 Bullet 4/C27/C6 Bullet 7

### Letter of Understanding #4, $6^{th}$ and $7^{th}$ Consecutive Days of Work

The parties agree to renew LOU #4 as it exists in the Collective Agreement that expired on December 19, 2020, renumbering the LOU if necessary.

Agreed:	
Date:	
CSU 52	City of Edmonton

Reference #: C29

### Letter of Understanding #6, Employment Insurance Reduction Program

The parties agree to renew LOU #6 as it exists in the Collective Agreement that expired on December 19, 2020, renumbering the LOU if necessary.

Agreed:

Date: Mah. 23/23

CSU 52 City of Edmonton

Reference #: U48, Bullet 10/C33

### Letter of Understanding #10, Earned Days Off Program – Building Condition Assessment Coordinators (80 hours)

The parties agree to renew LOU #10 as it exists in the Collective Agreement that expired on December 19, 2020, renumbering the LOU if necessary.

Agreed:	
Date: Ochober 3, 2023	
CSU 52	City of Edmonton

#### سرد د ع

Errors & Omissions Excepted  Date: @				
Employer Proposal				
LOU #12 - Project Positions - Open City and Technology				
The undersigned parties agree to renew LOU #12 (Project Positions - Open City and Technology) and to make any agreed-upon housekeeping changes, including renumbering the LOU if necessary.				
AGREED:				
Date: March 23, 2023				
Civic Services Union 52	CITY OF EDMONTON			
	-			

C37/448

## Attachment to the Memorandum of Agreement 2022/23 Negotiations: Civic Service Union 52/City of Edmonton

Errors & Omissions Excepted Date: June 16 @ 11:00cm

**Employer Proposal** 

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

The undersigned parties agree to AMEND LOU #14 as follows:

LOU #X Compressed Hours of Work Program, Animal Care and Control, and Community Standards Dispatch

The following provisions shall apply to those full-time Clerk III employees in the Animal Care and Control and Community Standards Dispatch section of the Community Standards and Neighbourhoods Branch in the Citizen Community Services department working compressed hours of work.

Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in this Agreement Letter of Understanding (the "Letter") which have the same numerical designation as clauses in the Collective Agreement shall supercede those clauses of the Collective Agreement. 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 in respect of employees engaged in the compressed work week.

#### 6. WORKING CONDITIONS

6.01 Hours of Work

6.01.01 Hours of Work

(a) The regular hours of work for employees working compressed hours of work in Animal Care and Control and Community Standards Dispatch shall be shifts of ten (10) hours when scheduled Monday to Saturday, exclusive of an unpaid lunch period. Sundays will be scheduled based on the hours of operation, exclusive of an unpaid lunch period.

6.01.12 Rotational Shifts

Employees will be scheduled on a seven (7) day a week basis but will not be scheduled in excess of ten and a half (10.5) hours per day, including unpaid time for lunch. The average weekly hours of work for employees shall be 40 hours, which is to be balanced over a 12 week period.

Balancing and training shifts may be scheduled on occasion and may be shorter than the shifts outlined in 6.01.01 (a).

Forty (40) hours of work shall be reported to payroll each week.

	ų.			
	6.01.15	Changes to Bi-Weekly Hours of	f Work or Compressed Hou	urs of Work Program
al.	6.01.15.02	Existing compressed hours of terminated by one of the part Prior to providing notice, the current schedule.	ies to this agreement with	sixty (60) days' notice.
	8.	FRINGE BENEFITS		
	8.01	Statutory Holidays		
	8.01.08	Days off for statutory holidays weeks in which a statutory ho week shall be 40 hours.		
	AGREED:			
	Date: <u>Ju</u>	ve 26,2023		
	Civic Services	Union 52	CITY OF EDMONT	יאכ
			(	

Reference: U48 (in part)/C31, C32, C36, C40, and C41 (in part, specifically LOU re Extended Shifts and LOU re OICC)

### (new) Letter of Understanding #xx - Edmonton Police Service - Extended Shifts

The parties agree to use new Letter of Understanding #xx - Edmonton Police Service - Extended Shifts, to replace the following LOUs:

- LOU #8 Compressed Hours of Work Program Identification Technician I (Community Peace Officer)
- LOU #9 Canadian Police Information Centre (CPIC)/Warrant Unit 12 Hour Rotational Shifts)
- LOU #13 Information Management and Approval Centre (IMAC) 12 Hour Shifts
- LOU #17 Scheduling at Edmonton Police Service
- LOU re Extended Shifts (Emergency Communications and Operations Management Branch)
- LOU re Operations and Intelligence Command Centre (OICC) Employees 12 Hour Shifts

Agreed:	
Date: Jue 26, 2023	
CSU 52	City of Edmanton
	_

### LETTER OF UNDERSTANDING (LOU)

Between

THE CITY OF EDMONTON
A Municipal Corporation
(Thereinafter called the City)

- and -

## CIVIC SERVICE UNION 52 Of the City of Edmonton, in the Province of Alberta (Thereinafter called the Union)

#### Edmonton Police Service - Extended Shifts

The following provisions shall apply to employees of the Edmonton Police Service working extended shift schedules.

Unless otherwise specified, clauses contained in the Collective Agreement shall continue to apply. Clauses in the LOU which have the same numerical designation as the clauses in the Collective Agreement shall supersede those clauses of the Collective Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this LOU shall prevail in respect of employees engaged in the compressed work week.

#### **6 Working Conditions**

### 6.01 Hours of Work

- 6.01.01 Employees engaged in extended shift schedules shall have a shift that does not exceed twelve (12) hours, including time off for lunch. The average weekly hours of work for such employees shall be forty (40) hours. Hours of work may be established for employees working extended shifts outside the hours specified in Clause 6.01.01(b).
  - 6.01.01.02 Extended shift schedules may be implemented, amended or terminated by the EPS with one month's written notice, having consideration for operational requirements and the personal needs of the employees.
  - 6.01.01.03 The EPS will advise the Union of all extended shift schedules.
- 6.01.06 Hours of work schedules will be established within each work unit based on operational requirements and prior consultation with employees covered by the schedule. During the consultation process, the Department will seek the support of employees for the

- schedule. Employees will be given a reasonable opportunity to suggest amendments or options that satisfy operational and individual needs.
- 6.01.09 There shall be a minimum twelve (12) hour interval between the completion time of one shift and the commencement time of the next assigned shift to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.
- 6.05 Pay for Work on Statutory Holidays
- 6.05.01 An employee required to work on a statutory holiday for which the employee is eligible will be paid at two times the employee's regular rate of pay for each hour worked, in addition to the provisions in section 8.01. An employee who commences their shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

### 7 Remuneration

7.01 Wages

7.01.01 Employees will be paid on a bi-weekly basis based on the rates of pay contained in the Schedule of Wages. When an employee ceases to participate in the extended shift schedule, the City shall compare the hours which the employee has worked with the wages that the employee has received. The City will either pay the employee for hours worked which have not been paid or shall deduct from monies owing to the employee for hours not worked for which payment was received.

### **8 Fringe Benefits**

- 8.01 Statutory Holidays
- 8.01.08 A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary equivalent of eight (8) hours of work.

#### **APPENDICES**

Appendix 1: Identification Technician I (Community Peace Officer) Schedule

Week	Position	SUN	MON	TUES	WED	THURS	FRI	SAT	HRS
1	PRINT	OFF	0600	0600	1800	2000	OFF	OFF	44
2	PRINT	OFF	OFF	0600	0600	1800	2000	OFF	44
3	PRINT	OFF	OFF	OFF	0600	0600	1800	2000	44
4	PRINT	OFF	OFF	OFF	OFF	0600	0600	1800	36
5	PRINT	2000	OFF	OFF	OFF	OFF	0600	0600	32
6	PRINT	1800	2000	OFF	OFF	OFF	OFF	0600	32
7	PRINT	0600	1800	2000	OFF	OFF	OFF	OFF	32
8	PRINT	0600	0600	1800	2000	OFF	OFF	OFF	44
9	FLOAT	OFF	0600	0600	0600	0600	OFF	OFF	48
10	DNA	OFF	OFF	0600	0600	0600	0800	OFF	44

0600 shift = 12-hour shift 1800 shift = 12-hour shift 2000 shift = 8-hour shift

Total hours worked over 10-week rotation = 400 hours

### Appendix 2: Information Management and Approval Centre (IMAC) Clerk II Schedule

The shift cycle is a 12-week rotation during which employees work 4 days on then have 4 days off:

• Shift length: 12 hours

Shift rotation: 8 days maximum

Number of shifts in a row: 4

Longest break: 12 days bi-annually

Training days: 4

### Appendix 3: Banked Overtime Applicable to Emergency Communications & Operations Management Branch (ECOMB) Staff

### 6.03 Banked Overtime

- 6.03.01 Employees shall have the option to receive overtime, or pay for work on off days, or pay for work on statutory holidays:
  - at their regular rate of pay and credit an equal dollar amount to their banked time; or
  - credit the total dollar amount to their banked time.

The maximum hours employees can accumulate in their overtime bank is one hundred and twenty (120) hours.

Appendix 4: Operations and Intelligence Command Centre (OICC) Clerk III Employees Sample Schedule

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\*This LOU replaces the following LOUs in the Collective Agreement:

- LOU #8 Compressed Hours of Work Program Identification Technician I (Community Peace Officer)
- LOU #9 Canadian Police Information Centre (CPIC)/Warrant Unit 12 Hour Rotational Shifts)
- LOU #13 Information Management and Approval Centre (IMAC) 12 Hour Shifts
- LOU #17 Scheduling at Edmonton Police Service
- LOU re Extended Shifts (Emergency Communications and Operations Management Branch)
- LOU re Operations and Intelligence Command Centre (OICC) Employees 12 Hour Shifts

Signed this 26 day of 1000	ر 2023. ا
CIVIC SERVICE UNION 52	THE CITY OF EDMONTON

# Attachment to the Memorandum of Agreement 2022/23 Negotiations: Civic Service Union 52/City of Edmonton

Errors & Omissions Excepted

Employer Proposal Reference: C1 (in part)	
The undersigned parties agree to make the following housek	ceeping changes to the Schedule of Wages
Update classification title as follows: Amend Storeman I, II and III to Storeperson I, II and III	
AGREED:	
Date: 26, 2023	
Civic Services Union 52	CITY OF EDMONTON

## Attachment to the Memorandum of Agreement 2022/23 Negotiations: Civic Service Union 52/City of Edmonton

Without Prejudice Errors & Omissions Excepted

Employer Proposal Reference: C42

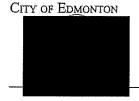
The undersigned parties agree to:

- Review the Collective Agreement and Schedule of Wages to identify and update the language where applicable to ensure gender neutrality and alignment with GBA+ (e.g. change Storeman series to "Storeperson").
- Make necessary updates to names/titles (e.g. Citizen Services to "Community Services") within the Collective Agreement, including any necessary housekeeping changes (e.g. incorrect numbering), spelling and grammar updates.
- \* The purpose of this review, and any resulting changes, is for housekeeping only, and is not intended to result in any substantive changes.

AGREED:

Date: FEB 10/23

CIVIC SERVICES UNION 52



### Attachment to the Memorandum of Agreement 2022/23 Negotiations: Civic Service Union 52/City of Edmonton

Without Prejudice
Errors & Omissions Excepted

Employer Proposal (In Part)

Reference: C43 and C44

The undersigned parties agree to make the following housekeeping changes to the Schedule of Wages:

- Remove the following inactive classifications
  - o Building Safety Codes Officer I (OC), Building Safety Codes Officer II
  - Heating Venting Safety Codes Officers
  - o Plumbing/Gas Safety Codes Officers
  - o Delivery Driver
  - Investment Officer
  - o Records Management Administrator II
- Include a notation indicating "inactive" for those classifications no longer being used, but where an incumbent(s) remains
  - o Building Safety Codes Officer I
  - o Records Management Administrator I
- Update schedule to include missing Opportunity Concept increment notifier (Quarterly, Semi-Annual or Variable
  - o Buyer OC -S
  - o Senior Buyer OC1 S
  - o Senior Buyer OC2 S \*remains at Step 6 for one year
  - o Corporate Access Privacy Analyst OC S
  - o Public Information Officer I (OC) S
  - o Public Information Technician (OC) S
  - o Strategic Planning Analyst I OC S
- Remove duplicate classification
  - o Information Technology Analyst (OC)
- Update classification titles as follows
  - o Survey Technologist (I and II) instead of Survey Technician (I and II)
  - o Legal Assistant instead of Legal Secretary II
- Implement the following corrections
  - o Engineering Technologist I (OC) 33.75 hr, pay grid to begin at Step 2 and finish at Step 6
  - o Clerk Stenographer (40 hr), correct the bi-weekly rate of pay at Step 6
  - o Drafting Technical Assistant (40 hr), correct the bi-weekly rate of pay at Step 1

- o Laboratory Scientist I (33.75 hr), correct the hourly and bi-weekly rates of pay from Step 1 through Step 6
- o Laboratory Scientist II (33.75 hr), correct the annual rate of pay from Step 1 through 6
- o Public Relations Clerk (40 hr), correct the bi-weekly rate of pay at Step 1
- o Print Operator (40 hr), correct the bi-weekly rate of pay at Step 6
- o Public Information Officer II and III (40 hr), correct the annual, bi-weekly and hourly rates of pay
- o Telecommunications Systems Coordinator I and II (33.75 and 40 hr), correct the annual, bi-weekly and hourly rates of pay
- Update Job Codes as follows:
  - Assessor Intern 40 hr 3233
  - Associate Assessor 40 hr 3234
- \* These changes are intended to be housekeeping only, and are not intended to result in any substantive changes. The parties agree to make any further housekeeping changes that may be

necessary. AGREED:

Jeb. 28

CIVIC SERVICES UNION 52

CITY OF EDMONTON

### **Letter of Understanding**

Between:

The City of Edmonton
("the City")

AND

Civic Service Union 52 ("the Union")

### RE: National Day for Truth and Reconciliation

The Truth and Reconciliation Calls to Action recommend a national holiday to observe a day for Truth and Reconciliation. The federal government has declared September 30th that day, and it is only a statutory holiday for federal employees. On March 14, 2023, City Council declared September 30th a civic holiday under the *Municipal Governance Act* for the City of Edmonton.

The City of Edmonton and its Unions and employees desire to honour and acknowledge September 30th as the National Day for Truth and Reconciliation.

The undersigned parties agree to AMEND articles 8.01.01 and 8.01.02 as follows:

8.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in 8.01.04.

New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other holiday which the City allows employees as a whole.

### NOTE:

- For the purposes of this clause, Canada Day shall be deemed to be July 1st of each calendar year, or July 2 when July 1 is a Sunday.
- For the purposes of this clause, Boxing Day shall be deemed to be December 26th of each calendar year.

8.01.02 Temporary employees who have completed thirty (30) days' continuous service, or who have worked thirty (30) days with the City in the preceding twelve (12) months, shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable), provided they meet the terms and conditions set out in 8.01.04.

New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, **National Day for Truth and Reconciliation,** Thanksgiving Day, Remembrance Day and Christmas Day.

NOTE: For the purposes of this clause, Canada Day shall be deemed to be July 1st of each calendar year, or July 2 when July 1 is a Sunday.

- For the purposes of this clause, Canada Day shall be deemed to be July 1st of each calendar year, or July 2 when July 1 is a Sunday.
- All temporary employees shall be eligible for the National Day for Truth and Reconciliation regardless of their days of continuous service or length of service in the preceding 12 months.

This LOU shall apply to those employees within the Union that work for EPS and the City of Edmonton.

The parties agree that this LOU shall be effective immediately and updated language shall be moved into the body of the next Collective Agreement.

City of Edmonton

Imane Semaine, Senior Negotiator

CSU 52

Lanny Chudyk, President

### LOU #X: HYBRID REMOTE/OFFICE WORK AGREEMENT

Every Employee's place of work will be a City of Edmonton or Edmonton Police Service (collectively, the "Employer") workspace, unless a hybrid work arrangement is approved.

In relation to the Employer's hybrid remote/office work program for Union Employees, the parties agree that the following applies:

- An Employee may request approval from the Employer to work remotely from home in a hybrid work arrangement, in accordance with a process(es) to be determined by the Employer
- Any Employee approved for this program will may be required to work a minimum number of days per week in an assigned Employer workspace as determined by the Employer.
- At the discretion of the Employer, any individual Employee may be directed to return to an Employer workspace
- Subject to operational requirements, any Employee directed to return to an Employer workspace will be provided a minimum of 30 calendar days' notice, unless a shorter period is otherwise mutually agreed to between the Employee and the Employee.
- In cases where an Employee is directed to return to an Employer workspace but requests an exemption from that requirement, arising from a potential legal duty to accommodate, the Employer will consult with the Union and discuss potential alternatives before making its final decision. While the Employer and the Union shall make best efforts to conduct such consultations in a timely manner, if operational requirements necessitate an Employee's return, the Employee shall return to an assigned Employer workspace prior to the conclusion of consultation if directed to do so by the Employer. If an Employee refuses to return to work to the Employer workspace or, following consultation with the Union, if the Employer maintains its return to work direction and the Employee refuses to return to work to the Employer workspace, the Employee will be deemed to have abandoned their employment with the Employer and will be terminated.
- Any Employees approved by the Employer to work remotely from home for any period of time, shall continue to follow all terms, conditions, policies, procedures, requirements and restrictions set forth by the Employer (City of Edmonton or EPS respectively).
- Notwithstanding that an Employee may be working in a hybrid work arrangement, the Employee may, from time-to-time, be required to attend an Employer workspace or other locations (e.g. meetings, training etc.) outside of their agreed-to schedule, as

identified by the Employer. In this case, it is mutually understood that less than 30 days' notice may be provided to the Employee.

• This LOU expires December 27, 2025