

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CITY OF EDMONTON**  
(the "City")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30**  
("CUPE 30")

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The parties herein 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 to their respective principals the following changes to the 2015-2018 Collective Agreement.

CUPE agrees to hold a ratification vote on the memorandum of agreement no later than December 13, 2019.

**1. Term and General Wage Increase**

The collective agreement will have a two year term, commencing on the first day of the pay period following ratification by both parties and ending on December 18, 2021.

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

**2019**

- December 23, 2018 (pay period#1) – 0%

**2020**

- Effective December 22, 2019 (pay period#1) – 0%

**2. Retroactive Pay**

The parties agree to amend Article 7.02.02:

Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to December ~~23~~<sup>29</sup>, ~~2018~~<sup>2013</sup>, based on their employment in a classification or classifications listed in Appendix I-Schedule of Wages of this Agreement, in accordance with the following:

NOTE: The parties agree that for this Agreement retroactivity of wages will be as specifically provided for in the Memorandum of Agreement signed in respect to Appendix I-Schedule of Wages.

- 7.02.02.01 the percentage increase to the regular rate of pay for paid straight-time hours;
- 7.02.02.02 the percentage increase to the overtime rate of pay (regular rate of pay times 2) for hours worked at the overtime or off day premium;
- 7.02.02.03 the percentage increase to the rate of pay at the existing statutory holiday premium (regular rate of pay times 2) for scheduled hours worked on a statutory holiday.

### 3. Shift Differential

Clause 6.08 will be revised as follows:

#### MIDNIGHT SHIFTS

Those employees who work a scheduled shift ½ or more of which falls between 24:00 and 08:00 hours (12:00 midnight and 8:00 a.m.) shall receive a shift differential of **\$1.60** ~~\$1.20~~ per hour (**\$1.75** ~~\$1.60~~ effective **January 5, 2020** ~~27, 2015~~) for said shift.

### 4. Personal and Family Responsibility Leave

The parties agree to add a Personal & Family Responsibility Leave as clause 8.03.06 and renumber the remaining clauses as appropriate. The amended clause will be as follows:

#### Personal & Family Responsibility Leave

Employee eligibility and entitlement to Personal & Family Responsibility Leave shall be limited to those minimum requirements specifically set forth in the Alberta Employment Standards Code, as amended, unless otherwise stated below.

1. Effective March 15, 2020, a permanent or probationary employee who has been employed by the City for at least 90 calendar days is entitled to up to 3 days of paid leave in a calendar year or an active provisional employee is entitled to up to 1 day of paid leave in a calendar year,

But only to the extent that the leave is necessary:

- a. for the health of the employee; or
  - b. for the employee to meet their family responsibilities in relation to a family member.
2. Before taking Personal & Family Responsibility Leave, the employee must give the City as much notice as is reasonable and practicable in the circumstances.

3. Employees will take the Personal & Family Responsibility Leave in a full day or, subject to the City's approval based on operational requirements, half-day increments. Paid leave will accord with the length of the employee's scheduled shift(s).
4. Unless extenuating circumstances exist, Personal & Family Responsibility Leave days are not to be combined with vacation or long weekends as Personal Leave days are not intended for the purposes of extending time off from work.
5. Any Personal & Family Responsibility Leave days not used by the last day of pay period 26 of each year shall not be carried over to the next payroll year, and shall not be paid out on termination of employment.
6. The total number of days off for Personal & Family Responsibility Leave (paid and unpaid) shall not exceed the number stipulated in the Alberta Employment Standards Code.

#### **5. Recreation Centre Employee and Family Discount**

The parties agree to add a new Letter of Understanding as follows:

##### [LOU # - Recreation Centre Employee and Family Discount](#)

- 1 The City of Edmonton Corporate Sign-in Program currently provides City employees with a 50% discount off admission to City of Edmonton swimming pools and fitness centres. Effective February 1, 2020, the employee discount will be extended to allow employees' who are members of CUPE 30 to purchase a "family" pass at a 50% discount.
- 2 "Family" shall mean all members of the same household related by birth, legal status or marriage up to a maximum of seven people. Proof of address and photo or other satisfactory identification documents will be required to confirm eligibility.
- 3 All of the guidelines that apply to the Employee Recreation Centre Discount program will apply to eligible family members. The discount applies to the purchase of a single admission, month, continuous monthly or annual pass. The discount does not apply to registered programs, racquet court or facility rentals, and cannot be combined with any other promotional offer.
- 4 The employee must be present to purchase a pass for eligible family members, and must show the facility front counter staff their active employee identification card, a recent pay advice showing their salary admin plan and provide their payroll number prior to the purchase of admission pass. Personalized admission passes must be swiped or presented to the cashier each visit.

## 6. Hours of Work

The parties agree to amend the following clauses:

6.01.01 Subject to the specific provisions of this Agreement, employees shall be scheduled **up to 12 hours per day, averaging 40 80 hours per bi-weekly over one complete shift cycle (up to 12 weeks). Days off will be** ~~to work a 5 day, 40 hour work week, the 5 days being consecutive, where practicable.~~

### 6.01.01.01 Breaks Rest Breaks

**Employees shall be permitted a rest break in each shift. The rest period can be taken in 15 minute increments if operationally feasible. The duration of such rest breaks (excluding the meal break) shall be:**

- For shifts that are 8 hours or longer - 30 minutes
- For shifts that are 10 hours or longer - 40 minutes

### Meal Break

**Employees shall be provided with adequate time off for an unpaid meal break (30 to 60 minutes). Paid meal break (20 minutes), shall be provided where:**

- the employee is required to remain on site or,
- if the majority of the shift falls between 16:00 and 06:00.

### 6.01.02 Day Shift

~~The hours of work for employees engaged in the day shift shall be any 9 consecutive hours, including 1 hour off for an unpaid lunch break; or any 8½ consecutive hours, including ½ hour off for an unpaid lunch break; or by mutual agreement between the parties to this Agreement, in instances where employees are required in attendance at their worksite during lunch, any 8 consecutive hours, including adequate time off for lunch. Day shift hours of work shall be between 05:00 and 18:00 hours (5:00 a.m. and 6:00 p.m.) for 5 days per week.~~

Changes in the hours of work for the day shift shall not constitute a change of shift provided that such hours of work are consistent with the preceding provisions set forth in this clause (6.01.02) and provided that not less than 12 hours notice is given to the employee.

### 6.01.03 Afternoon Shift

The hours of work for those employees engaged in a shift, the major portion of which falls between 16:00 and 24:00 hours (4:00 p.m. and 12:00 midnight), shall be any eight (8) consecutive hours, including adequate time off for lunch, for five (5) days per week.

### 6.01.04 Midnight Shift

The hours of work for those employees engaged in a shift, the major portion of which falls between 24:00 and 08:00 hours (12:00 midnight and 8:00 a.m.);

shall be any 8 consecutive hours, including adequate time off for lunch, for 5 days per week.

- 6.01.05 ~~Shift Relays (Combination of Day, Afternoon, and/or Midnight Shifts)~~  
Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of shift from day to afternoon, afternoon to midnight, midnight to day, or as the case may be, shall work 5 days per week.

~~On regular changes of shift, an employee might be required to work 6 days in that week which said regular change of shift takes place. In this event, the employee shall be allowed another day off to compensate for the day off missed due to the change. This day off will precede or follow the employee's regular off day, where practicable.~~

~~For all Day shifts in the relay, hours of work may be scheduled as 9, or 8½, or 8 hours per day, consistent with Article 6.01.02-Day Shift. For all Afternoon or Midnight shifts in the relay, hours of work shall be scheduled as any 8 consecutive hours, consistent with Articles 6.01.03-Afternoon Shift and 6.01.04-Midnight Shift.~~

- 6.01.06 The hours of work stated in 6.01.01, 6.01.02, 6.01.03, 6.01.04, and 6.01.05 are stated solely for the purpose of calculating overtime.

- 6.01.07 Except as provided for in Article 6.01.09-Special Hours of Work Requirements, where a change of shift is required due to conditions of the service, the following conditions shall apply on the first day of the change:

- 6.01.07.01 -24 hours notice must be given of the change prior to the commencement of the new shift.

-12 hours notice must be provided to custodial workers prior to the commencement of the first shift worked.

- 6.01.07.02 There must be a minimum of 8 hours between shifts and

- 6.01.07.03 The employee must not have worked previously in the calendar day of the first shift worked.

- 6.01.07.034 If any of the conditions of clause 6.01.07 are not fulfilled, the employee will receive overtime pay at 2 times their regular rate of pay for the first shift worked. The foregoing shall not be prejudiced by overtime worked.

**<renumber as appropriate>**

6.01.08 Driver Employees who **must** pick up vehicles at the garage and arrive at the job **site** by the normal commencement time of their ~~day~~-shift and leave **their job site at the normal completion time of their** day-shift to return the vehicle to a City garage or yard ~~at the normal completion time of their day shift~~-will be paid 15 minutes in the morning and 15 minutes at night at 2 times the regular rate of pay for such duties. Where an employee is required to pick up or return a vehicle in excess of 15 minutes prior to or on the completion of their ~~his day~~ shift, they will be paid 30 minutes **at the commencement** ~~in the morning~~ and 30 minutes **at the normal completion of their shift** ~~at night~~ at 2 times the regular rate of pay for such duties.

6.01.09 Special Hours of Work Requirements

~~It is agreed that the hours of work may vary from the shift schedule to accommodate only the specified projects listed herein:~~

- ~~—golf course maintenance;~~
- ~~—chemical spraying operations;~~
- ~~—receiving and shipping of plant material;~~
- ~~—Street Marking, and Spring Sweeping Program (if required);~~
- ~~—regional landfill hauling; and~~
- ~~—snow removal around facilities.~~

~~Clause 6.01.07 does not apply; however, the City will make every effort to comply with the notice requirements therein. It is understood that the ability to provide minimum notice will vary due to the nature of these work assignments (for example, the need to ensure optimum weather conditions).~~

6.01.10 Wash-up Time

~~Drainage maintenance employees and e~~Employees working in direct contact with raw sewage will be allowed wash-up time of 10 minutes before lunch and 10 minutes before the end of the shift, unless adequate wash-up facilities are provided at the job site.

6.01.11 Shift Schedules

All shift schedules shall be posted and maintained in a prominent place readily available to the employees concerned. Shift schedules shall adhere to all regulations in this Agreement unless prior agreement by the Union has been obtained in writing. ~~Newly developed shift schedules shall be posted 7 working days prior to implementation.~~

**Current employee shift schedules (with average hours of work not exceeding 40 per week over the averaging period) previously approved in accord with % majority employee support will remain in effect unless changes are made in accordance with clause 6.01.11.03.**

6.01.11.01 Changing Off Days:

**Newly developed shift schedules shall be posted 7 working days prior to implementation.**

**6.01.11.02 Changing Shift Start and End Time - total daily hours of work do not change:**  
**Except Expected** as provided in 6.01.11.02.01, 24 hours notice must be given of the change prior to the commencement of the new start and end time. There also must be a minimum of 8 hours between shifts and the employee must not have worked previously in the same calendar day of the first shift worked.

If any of the conditions above are not fulfilled, the employee will receive overtime pay at 2 times their regular rate of pay for the first shift worked.

**6.01.11.02.01 Special Hours of Work Requirements**  
Start and end times may be adjusted with as much notice as possible for the following operations listed herein:

- golf course maintenance;
- chemical spraying operations;
- receiving and shipping of plant material;
- Street Marking, and Spring Sweeping Program (if required);
- regional landfill hauling; and
- snow removal around facilities.

It is understood that the ability to provide minimum notice will vary due to the nature of these work assignments (for example, the need to ensure optimum weather conditions).

**6.01.11.03 New Shift Schedules - total daily hours of work are changing:**  
Where a newly developed shift schedule changes the total daily shift duration **it will be developed in compliance with relevant provisions of the *Employment Standards Code*, as amended**. The City recognizes the importance of engaging the Union and affected employees and will initiate a consultation process to share relevant information and discuss concerns and suggestions for improvement. Consultation shall not extend beyond 30 calendar days from the date of the City's written notice to initiate consultation, unless there is other mutual agreement between the parties. Any Consultation meetings shall involve appropriate City representatives and up to four (4) Union representatives. **During consultation, the scheduled daily and weekly hours of work can be discussed.**

Affected employees will be provided with a minimum of 60 calendar days notice of the shift schedule change, unless a more abbreviated notice period is mutually agreed, **which shall be no less than 2 weeks. Employees will be advised as to the number of hours scheduled for each shift and the number of weeks in the averaging period (if applicable).**

6.01.12 Rest Periods  
~~Employees shall be permitted 15 minute rest period midway during the first and second 4 hour period of their shift.~~

7. The parties will agree to add a new letter of understanding in the successor agreement as follows:

**Winter Shift - Snow and Ice Program**

1. In order to improve our service to Edmontonians through better utilization of equipment and better response times to changing weather conditions, a rotating shift schedule will be implemented on October 10, 2020 until April 24, 2021. Employees who are affected by this schedule will be provided a copy of this shift schedule with at least 30 calendar days notice, or upon the commencement of their employment.
2. Recognizing that the Snow and Ice Program is weather dependent, the City may make changes to the start and end date of the work schedule, not requested by the impacted employee, so long as 2 weeks notice of the change is provided to the employees.
3. Employees' hours of work will be averaged to 40 hours per week over a 4 week cycle. Each shift is twelve hours with the exception of the following eight hour shifts on the:
  - fourth consecutive day shift; and
  - last night shift.

The hours of work for the employees are attached as Schedule A.

4. From time to time, the City may make temporary changes to an employee's work schedule that were not requested by the employee, so long as 2 weeks notice of the change is provided to the Employee. If less notice is provided, any hours exceeding 8 hours per work day that were not set out in the Employee's current work schedule are overtime hours, however, such notice is not required where the change in work schedule is the result of an accident occurring, urgent work that is necessary, or other unforeseen or unpreventable circumstances.
5. Subject to operational need, if within the averaging period an employee makes up a shift on an unscheduled work day because of having been absent on a scheduled work day, the employee is entitled to be paid the regular wage rate and any applicable overtime pay should the employee work more than an average of 40 hours per week in the averaging period.



6. As outlined in clause 6.02 in the main body of the collective agreement, overtime will be paid at 2 times the rate of pay and overtime hours are the greater of hours worked in excess of their scheduled daily shifts, or an average of 40 hours per week in the averaging period.
7. The parties understand that if this Letter of Understanding is not renewed, it will expire on April 24, 2021.

**Schedule A**

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
Shift 1	D 12	D 12	D 12								D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12	N 12	N 12	N 8				
Shift 2	N 12	N 12	N 8					D 12	D 12	D 12								D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12
Shift 3				N 12	N 12	N 12	N 12	N 12	N 12	N 8					D 12	D 12	D 12								D 12	D 12	D 12	D 8
Shift 4				D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12	N 12	N 12	N 8					D 12	D 12	D 12				

**Legend:**

- D - Day shift
- N - Night shift
- 12 - 12 hour shift
- 8 - 8 hour shift

8. The parties will delete Addendum 1 Compressed or Flexible Hours of Work Arrangement and replace with a NEW letter of understanding as follows:

NEW Letter of Understanding Waste Services - Long Haul Trucking - Extended Hours of Work

The following provisions shall apply to employees approved to participate in an averaging agreement in Waste Services. This averaging agreement will be discontinued should the Director of Employment Standards withdraw its approval of the City’s Application to Extend Hours of Work.

Main Body of the Agreement

Clauses in the main body of the Agreement apply unless specifically amended below. Where conflict or differences exist between the clauses contained in the

main portion of the collective agreement, the specified provisions contained in this letter of understanding shall prevail for participating employees.

#### Health and Welfare Benefits

Vacation leave and Short Term Disability plan usage shall be administered on an hourly basis in conjunction with actual hours scheduled.

#### Supplementation of Compensation Award

An employee who received supplementation payments because of a compensable injury shall receive their bi-weekly salary according to the schedule they would have worked had they not been injured.

#### Medical/Dental Appointments

Consistent with the provisions contained in clause 27.05 of this Agreement, while engaged in the averaging agreement, employees are expected to arrange non-emergent medical and/or dental appointments outside of working hours.

#### Implementation of the Averaging Agreement

If the schedule is approved by the parties, premiums which may normally have been payable as a result of implementing the schedule will not be paid.

#### Provisions for Reversion From Compressed Work Week

Either of the parties to this letter of understanding may discontinue the averaging agreement schedule by providing 30 calendar days notice in writing to the other party. However, where reversion from the averaging agreement is contemplated, the parties agree to meet prior to the date averaging agreement is discontinued, in order to discuss the most efficient schedule for reversion.

The parties agree to waive all penalties and premium provisions of the Collective Agreement that may be applicable as a result of the discontinuance of a 13 hours and 20 minute shift schedule. Therefore, no employee will be entitled to overtime and/or premium payments due to the transition to a modified shift schedule.

#### Hours of Work

Employees engaged in an averaging agreement in Waste Services for Long Haul Trucking arrangement shall work a shift of 13 hours, 20 minutes per day, for 6 days in a biweekly period.

The scheduled hours of work for such employees shall average 80 hours biweekly over one complete shift cycle.

The hours of work for employees engaged in this work shall be any consecutive 13 hours, 20 minutes between 05:00 and 20:00 (5:00 a.m. and 8:00 p.m.), including adequate time off for lunch, in accordance with the shift schedule.

Changes in the hours of work for the day shift shall not constitute a change of shift, provided that such hours of work are within the 05:00 and 20:00 range, and provided that not less than 12 hours notice is given to the employee.

### Rest Periods

Employees shall be permitted a 20 minute rest period after the completion of each of 3 loads hauled.

### Overtime Work

Where an employee works hours which exceed an average of 13 hours, 20 minutes per day or 80 hours biweekly:

- excluding all hours worked at premium rates, but
- including those hours paid in accordance with Article 6.13-Weekend Work Premium,
- over one complete shift cycle,

such employee shall be paid the excess hours in accordance with the overtime premium specified in 6.02.02.

### Temporary Change of Duties

All employees shall be assigned to a position which has assigned to it a regular rate of pay according to the classification of the position. When an employee works 3.25 or more hours per shift at work other than that which corresponds to the classification of their assigned position, they shall be paid the regular rate of pay of the classification of the work performed for the time they are engaged in such work. However, when an employee works in a specific higher classification for 9.75 or more hours of a 13.3 hour shift, they shall receive the higher rate of pay for the entire 13.3 hour shift.

The necessity for coverage regarding supervisory positions on days where the permanent incumbent is off as a result of a Compressed Hours of Work arrangement is determined by the City. Not every absence created by a Compressed Hours of Work day off will result in the need for an acting/relieving assignment.

### Statutory Holidays

When a statutory holiday falls on a scheduled work day, a day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday, shall be paid at the regularly scheduled daily hours (13 hrs, 20 mins).

When a statutory holiday falls on a scheduled off day and a lieu day cannot be provided, the employee shall receive 8 hours pay.

9. The parties agree to create a letter of understanding in the successor collective agreements as follows:

### **Implementation of a Flexible Benefit Program - Letter of Understanding (NEW)**

The parties commit to the development and implementation of a Flexible Benefit Plan for City of Edmonton employee groups participating in the Flex Plan Design process. The parties further agree to the principles outlined herein, understanding

that the redesign process presents an excellent opportunity to reposition the City's benefit plans in order to address key feedback and better meet employee, City and Union needs.

**Principles:**

- ❑ On a cost neutral basis (not inclusive of administrative expenses), the transition to a Flex Plan will improve the ability of employees to access benefits that are important to them.
- ❑ A Stakeholder Committee will be comprised of City and Union representatives (including up to two representatives from each union).
- ❑ The benefit provider will be selected via a Request for Proposal process. Two union representatives will be included in the Evaluation Committee to select the benefit provider. Ideally, the union representatives on the Evaluation Committee will also serve on the Stakeholder Committee.
- ❑ A Flexible Benefit Plan option strategy will be developed through a collaborative effort between the City and the Unions. The strategy could involve several options including a common rate structure across all eligible members, distinct rate structures between Union groups, or others.
- ❑ Both the City and the Unions have a collective interest in managing cost escalation for the employees and the City resulting from plan design risk. The parties will subsequently explore measures to constrain current and/or emerging risk to the plan. For example, the parties will work together to find ways to limit exposure to extraordinary costs for unique individuals that materially impact the total cost of the plan.
- ❑ The City will be responsible for retaining a Consultant who will facilitate and support the development of the Flexible Benefit Plan. In the spirit of collaboration and mutual buy-in, costs associated with the Consultant will be shared equally between the City and its participating Unions.

**Design of the Plan**

- ❑ The Goal will be to move all employees whose unions are participating in the Flex Plan Design process into one, single plan design.
- ❑ A Stakeholder Committee will be established to develop a design that meets the needs of the parties. In addition to the Consultant, the stakeholder committee will include City representatives (Human Resources Information Systems, Labour Relations, Payroll and Benefits) and Union/Association representatives. All Committee members will work together to establish goals and priorities for the Flexible Benefit Plan and use them to develop the plan design, structure and strategy. Based on this, the Committee will ultimately develop a recommendation for City of Edmonton Executive Leadership Team consideration and approval.
  - ❑ The Union agrees to designate an individual who is able to commit the time required to participate in a stakeholder committee to support the development of this plan. One representative from each Union will participate on the committee.
- ❑ Both the City and the Unions have a collective interest in ensuring the sustainability and reasonableness of plan costs and plan design for both

employees and the City. While benefit improvements may be considered, cost-savings opportunities should also be considered to balance the priorities of offering a plan that meets employee needs while ensuring appropriate cost management strategies are in effect. Cost containment strategies would include (but not be limited to) pharmacy benefit management strategies. All plan design options being considered would be supplemented with information such as pros, cons, market prevalence and estimated costs in order to aid Committee decision-making discussions.

- ❑ A detailed plan review has been conducted by AON for each of the City's Group Plans, which includes commentary on existing plan designs, market norms, considerations to support employee health, and a Value-for-Cost analysis through a GBA+ lens. Each report reviews actual plan experience and cost impact of various design changes to supplement discussion. Information from the Benefit Plan Design Review reports will be used to inform the Flexible Benefit Plan design discussions
- ❑ All of the City's current benefit plans will be included in the Flexible Benefit Plan design, except the Short Term and Long Term Disability plans. It is anticipated that the focus of flex plan development will predominantly relate to the Extended Health Care, Dental Care and Health Spending Account benefits.

### **Implementation**

- ❑ The City and the Union agree that the implementation date will have to be determined in alignment with the City's Benefit Plan RFP and Enterprise System Management Review. However, the earliest date would be in 2021.
- ❑ The City and the Union agree that the sections of the collective agreement that refer to benefit plan components contained in the Flexible Benefit Plan will be voided and replaced by jointly agreed upon language specific to the Flexible Benefit Plan on the date of its implementation.
- ❑ If agreement cannot be reached between the City and one or more of the parties, the specific Union would withdraw from working toward a Flexible Benefit Plan and benefits coverage for that group would continue to be defined by the existing collective agreement.

**10.** The undersigned parties agree to the following disposition of the Letters of Understanding (LOU) for the successor agreement as follows:

LOU 1 - Work Experience Programs	Retain with amendments outlined below
LOU 2 - Supplementary Health Care Plan	Retain
LOU 3 - Dependent Group Life	Retain
LOU 4 - Appendix II - Classification Concepts	Retain.
LOU 5 - Letter of Intent	<b>Delete</b>
LOU 6 - WasteWater Collection Certification	<b>Delete</b>
LOU 7 - Pesticide Application Allowance - EWMC Leadheads	<b>Delete</b>
LOU 8 - In-House Custodial Staff	Retain
LOU 9 - Inclement Weather Make-up Time for Non-Permanent Employees	Retain and expand to allow all non-permanent employees the ability to make up time due to inclement weather. Amendments outlined below.
LOU 10 - Snow Season Casual Labourer	Retain and update the branch and department name updates due to City reorganizations.
LOU 11 - Order of Layoff of Provisional Employees	Retain and update the branch and department name updates due to City reorganizations.
LOU 12 - Aquatic Swim Coaches	<b>Delete</b>
LOU 13 - Cold Weather Banked Time Credits	Retain
LOU 14 - Overtime Requirements	Retain
LOU 15 - Rural Road Stabilization Program	Retain with amendments outlined below
LOU 16 - Employment Opportunities for Individuals with Intellectual Disabilities Program	Retain

LOU 17 - Out of Town Expenses	Retain with amendments outlined below
Seasonal Refuse Collector II/III - Single Family Collections	Retain
Program Specialist	Retain
Homeless Camp Clean-up Premium	<b>Move into the collective agreement as a clause 6.18</b>

The Parties agree to amend the current **Letter of Understand 1 - Work Experience Programs** to:

It is agreed by the parties that the City may participate in Work Experience Programs of the following organizations:

- **High Schools** ~~Edmonton School Boards~~
- The University of Alberta
- The Northern Alberta Institute of Technology and
- **Other relevant Post-Secondary Institutions**

1. Any wages or compensation and working conditions of individuals participating in such programs shall be determined by the City and the applicable educational institution, and communicated in writing to the work experience candidate.
2. The City shall advise the Union of those individuals participating in a Work Experience arrangement, prior to their actual commencement date. Notice to the Union shall be in the form of a copy of the confirmation of Work Experience terms and conditions, as outlined in #1 above.
3. Participation of such individuals shall in no way affect the job security of employees falling within the scope of this Agreement.
4. Union dues shall not be payable over the course of the Work Experience arrangement.
5. Should the City wish to enter into any other work experience education programs, other than with the institutions named above, the City shall advise the Union accordingly and receive the Union’s agreement prior to participating in such program

The Parties agree to amend the current **Letter of Understanding 9 - Inclement Weather Make-up Time for Non-Permanent Employees**

The following business areas will be permitted to utilize inclement weather make-up time:

~~Neighbourhoods and Parks Branch, Community Services (limited to non-permanent employees and only in the summer season – typically, April to October); and Facility & Landscape Infrastructure section, Community Services (permanent and nonpermanent employees, year round).~~

1. Management will consider lost regular hours of work due to inclement weather in conjunction with operational requirements and may determine that some or all of the time can be made up by scheduling work on off days, at straight time rates. Make-up time should be scheduled in the same pay period as the lost time due to inclement weather wherever possible. If the make-up time will be worked in a subsequent pay period, the Employee Service Centre must be advised that the shift is make-up time due to inclement weather.

The email notice must include the date, time of the make-up work, and the names and payroll numbers of the employees working the make-up shift.

2. Management will offer the inclement weather make-up shift to affected employees, who will have the option to decline.
3. There will be no discrimination against or favouritism extended to any employee who works or does not work the inclement weather make-up shifts.
4. Employees who are eligible for the weekend premium and who work on a Saturday or Sunday would receive the premium where the make-up shift falls on a weekend.

The Parties agree to amend the current **Letter of Understanding 15 - Rural Road Stabilization Program – Roadway Maintenance**

In the interest of increasing the effectiveness and productivity of the Rural Road Stabilization Program, the parties agree that the following provisions shall apply to employees engaged in work under the program from approximately the end of April to the end of October each year:

- ~~1. For the employees engaged in work within the Rural Road Stabilization Program, hours of work for day shift employees could be any 8 consecutive hours, including adequate time off for lunch, between 05:00 and 21:00 hours (7:00 a.m. and 9:00 p.m.) for 5 days per week.~~

*<renumber as appropriate>*

2. The change in hours of work will be determined based on the demands of the specific job (e.g. traffic considerations, early morning temperatures, etc), and will



only affect the employees on the crew assigned to that job.

3. Twelve hours notice, prior to the commencement of the revised day shift, will be provided to the employees on the crew affected by the change in hours of work.
4. The change of hours will remain in effect for the duration of the job site assignment (anticipated to be from 2 to 5 days).
5. Hours of work amongst individual employees on a specific crew may vary.
6. Shift differential provisions apply in accordance with Article 6.08-Shift Differential.

The Parties agree to amend the current **Letter of Understanding 17 - Out of Town Work Expenses**

~~The terms and conditions outlined herein will be effective on a trial basis, on the date of signing this Letter of Understanding.~~

~~The City of Edmonton (Drainage Services, Design & Construction) and CUPE Local 30 enter into this Letter of Understanding with the following shared interests in mind:~~

- ~~● Attracting and retaining a skilled work force;~~
- ~~● Enhancing the employment security of Local 30 members; and~~
- ~~● Supporting Design & Construction wherever possible to expand and grow their business in an effective and efficient manner.~~

~~Design & Construction will keep the Union informed of new business opportunities being pursued by the branch, no later than the point a specific bid is short listed.~~

~~Terms and conditions for out of town work assignments affecting Drainage Services employees:~~

- ~~1. The City/Design & Construction will fill its Out of Town (meaning: outside of Edmonton or outside of Alberta) resource requirements by first soliciting volunteers.~~

~~Out of town work will only be assigned by **the City** Drainage Services Management in the event insufficient qualified employees volunteer.~~

2. Employees involved in out of town work assignments will be informed of the terms and conditions that will apply for the duration of the assignment in writing, prior to the actual commencement of the work and with as much advance notice as possible.

Work/travel arrangements will be made by balancing the interests of the participating employees and the business requirements. Reasonable limits will be established on how long an employee can work and/or travel in a day (consistent with safety and labour standards).

3. Re Out of Town work described in 6(b) and 6(c) – Personal emergencies that require an employee to return home prior to the normal, scheduled return arrangements will be accommodated by **the City Drainage Services**, as far as reasonably possible.
4. An opportunity to debrief/discuss out of town work assignments will be provided **to the Union** ~~in the Branch's Labour Management Consultation Committee forum.~~
5. Re Out of Town work described in 6(b) and 6(c) – Travel arrangements will be based on a return home once each week, unless otherwise agreed between the affected employees, the Union and the City.
6. OUT OF TOWN WORK EXPENSES

- a. Edmonton Area

"Edmonton Area" is defined as less than 1 hour travel time (one way) outside the City of Edmonton's perimeter - eg. Fort Saskatchewan.

No additional hours may be submitted for travel time to and from the site.

Employees who travel in their personal vehicles to and from the site will be compensated within accordance with the Private Vehicle Reimbursement policy. Mileage from the Edmonton city limits to the site will be standardized (eg. Fort Saskatchewan = 60 kms). It is understood that if Revenue Canada rules that compensation for travel to and from the worksite is a taxable allowance, then the current arrangement will necessarily change after consultation with CUPE Local 30.

- b. Calgary

CALGARY Project work

The City will put a billing arrangement in place for employee accommodation expenses.

Meals may be claimed as per City directive A1415.

No additional hours may be submitted for travel to and from the work location.

An enhanced Incidental per diem rate (\$50 per day) will be paid, over 6 days per week, in lieu of travel time.

- c. Other Alberta Cities or Out of Province

Out of Province work (eg. Saskatoon), or project work that may be obtained in another Alberta city (excluding Calgary).

Travel Time

Employees required to travel out of town (excluding Calgary) will travel during their regularly scheduled hours where possible. Employees required to travel outside normal hours of work for out of town work assignments shall be paid a travel pay premium of ½ hour's pay at the employee's regular

rate of pay, for each hour spent travelling, in addition to the employee's regular rate of pay.

For example, if the employee's regular rate of pay is \$27.45 they would receive \$41.18 for each hour spent travelling ( $27.45 + 13.73 = 41.18$ ). Travel time is not bankable and shall be paid out to the employee in the pay period following the out of town travel.

The number of hours spent travelling shall be standardized for each out of town work location and communicated to the affected employees and the Union.

Travel and Accommodation expenses will be paid by the City. ~~A per diem rate of \$50 will be paid for Meals.~~

Meals may be claimed as per City directive A1415.

The incidental per diem rate will be as per City directive A1415 (~~\$10 per day, payable over a 5 day work week~~).

Remaining letters of understanding will be renumbered as appropriate.

**11.** The parties agree to add the following clause:

**12.09            The City and the Union recognize that, for some classifications of work, recognizing a candidate's successful relevant experience and/or their ability to demonstrate skills and competencies in job-related tasks, are effective tools in the selection process.**

**12.** All signed amendments (attached) to the 2014-2018 collective agreement shall form part of this agreement.

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All articles in the 2015-2018 collective agreement, not amended by this Memorandum or its attachments are brought forward with no changes to the 2019-2020 collective agreement.

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

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 30**

**CITY OF EDMONTON**

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