### MEMORANDUM OF AGREEMENT

### BETWEEN:

### THE EDMONTON PUBLIC LIBRARY ("EPL")

EPL)

- and –

### CIVIC SERVICE UNION 52 ("CSU 52")

The parties agree to the terms of this Memorandum of Agreement 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, as the best offer, 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 8.03.01, 8.03.02 and 8.03.03 of the Collective Agreement.

### 3. Lump Sum

All current members as of the date of ratification by both parties will receive a onetime lump sum payment of \$1,000 less mandatory withholdings.

### 4. 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 14 th DAY OF March 2024.

**CSU 52** 

### EDMONTON PUBLIC LIBRARY





# Attachment to the Memorandum of Agreement

# between

# **Civic Service Union 52**

### and

# Edmonton Public Library

# **2022 Negotiations**

Reference: New – Arising from Negotiation Discussions

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Preamble

A collaborative relationship and effective communication among EPL management, staff, and CSU 52 serves the long-term interest of all parties. The parties to this collective agreement recognize the importance of:

- valuing and engaging staff, and the skills and talent that they bring to EPL
- fairly compensating staff for the work they do
- supporting a culture of continuous learning and development
- maintaining a positive working environment that promotes the safety, health and wellbeing of its employees
- providing meaningful customer experiences.

EPL cultivates an inclusive work environment where all are recognized, valued, and committed to doing their best work. Staff are the heart of EPL.

AGREED:

Date:

On behalf of Civic Service Union 52:



### 2022 Negotiations

### Reference: M02

The undersigned parties hereby agree to the following amendment to the collective agreement:

#### 3.02.01 Unbroken Service

The "Unbroken Service" date for an employee starts from the most recent EPL hire or re-hire date, and then includes consecutive time worked in temporary, part-time and permanent positions, and approved leaves. It does not include time worked in Call-in Pool or Student Page positions. The Unbroken Service end date is the last day an employee works for the Library.

### 3.02.02 Continuous Employment

"Continuous employment" shall mean employment for a minimum of twenty (20) hours in each consecutive week. The words "continuous employment" when used in Part II of this Collective Agreement will mean permanent or probationary in a permanent position.

### 3.03 Employee Employment Status

#### 3.03.01 Permanent Employee

"Permanent employee" shall mean any employee who has successfully completed probation and who is employed a minimum of twenty (20) hours per week from year to year. An employee who has achieved permanent status shall not lose that status merely by virtue of filling another position on a temporary basis. A Permanent Employee is eligible for benefits under Part II of this Collective Agreement.

### 3.09 Promotion

"Promotion" shall will normally mean the advancement of an employee to a position with a higher Pay Band per the Schedule of Wages (Appendix I) rate of pay than their present position.

### 3.XX Regular Rate of Pay

The regular rate of pay is the employee's hourly rate as assigned per the Schedule of Wages (Appendix I).

# 7.01 Hours of Work

# 7.01.02 Temporary Employees

Temporary employees will shall only work the weekly number of hours as indicated on the posting, except in extenuating circumstances.

# 9.02 Vacations

- **9.02.02** Vacation entitlement begins with the bi-weekly pay period in which entry into a position with the Library as a probationary or permanent or part-time employee occurs as follows:
  - a) Employees classified as Library 5, 6 and 7 with Library Degrees (except temporary employees):
    - i. During the first (1st) full year of employment, four (4) consecutive weeks (0.769 times the average daily hours of work per bi-weekly pay period).
    - Commencing on the (fourteenth) 14<sup>th</sup> anniversary of unbroken service employment, five (5) consecutive weeks (0.961 times the average daily hours of work per bi-weekly pay period).
    - iii. Commencing on the (twentieth) 20th anniversary of unbroken service employment, six (6) consecutive weeks (1.154 times the average daily hours of work per bi-weekly pay period).
  - b) Other employees (except temporary employees):

i.

- During the first (1st) full year of employment, three (3) consecutive weeks (0.576 times the average daily hours of work per bi-weekly pay period).
- Commencing on the seventh (7th) anniversary of unbroken service employment, four (4) consecutive weeks (0.769 times the average daily hours of work per bi-weekly pay period).
- iii. Commencing on the (fourteenth) 14th anniversary of unbroken service employment, five (5) consecutive weeks (0.961 times the average daily hours of work per bi-weekly pay period).
- Commencing on the (twentieth) 20th anniversary of unbroken service employment, six (6) consecutive weeks (1.154 times the average daily hours of work per bi-weekly pay period).
- **\*\*9.02.16** Unbroken service as a temporary employee immediately prior to entry into a position with the Library as a probationary or permanent or part-time employee shall be included in determining employee's vacation entitlement.

### 9.04 Union Leave

**9.04.03** Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

In the event that employees become full-time officials of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in the Library as if they had remained in continuous employment **unbroken service**. They shall have the right at any time upon giving one (1) month's notice to return to the same position or any other comparable position for which they are eligible.

AGREED:

Date: \_ april 14/2023

On behalf of Civic Service Union 52:





### 2022 Negotiations

Reference: M3

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 4.02 Notice of Investigation

If the Employer is going to conduct an investigation an employee will be provided with a written Notice of Investigation outlining the issue or matter of the investigation within fifteentwenty (1520) working days of it reasonably coming to the attention of the Employer. A copy of the Notice of Investigation will be provided to the Union.

#### 4.03 Disciplinary Notices

4.02.014.03.01 — The parties recognize the right of the Employer reserves the right to discipline employees for just cause.

**4.03.02** The Employer shall give an employee written notice of discharge, suspension or any other documented disciplinary action for just cause, stating the exact nature of the infraction and the evidence.

Warning notices and notices of discharge, suspension or any other documented disciplinary action shall be provided to the employee within ten (10) working days of the completion of the investigation report infraction or from the date the infraction came to the attention of the Employer. A copy of the disciplinary action will be forwarded to the Union within four (4) working days of providing the documented disciplinary action to the employee.

Notices and disciplinary action may be subject to the grievance procedure of this Collective Agreement.

**4.032.032** Where an employee is required to meet with the Employer for the purpose of receiving discipline or for the purpose of investigation where discipline is contemplated, the employee shall be entitled to have a Union Representative present during such meeting.

- **4.032.043** An employee has a right to examine their personnel file upon request, provided that a duly authorized Human Resource Services Division representative is present. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Employer and such reply shall become part of their permanent record.
- 4.032.044 Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infraction for eighteen (18) months. Following eighteen (18) months the disciplinary notices shall be removed from personnel files.

Where an employee is absent for thirty (30) consecutive calendar days or more, except for reason of paid vacation leave or banked overtime, the length of time the discipline notice(s) remains on their personnel file will be extended by the same number of days.

AGREED:

23,2023 Date:

On behalf of Civic Service Union 52:





# **2022 Negotiations**

Reference: M4

The undersigned parties hereby agree to the following amendment to the collective agreement:

# 5.02.02 Forwarding Union Dues

The total deductions of dues shall be forwarded via cheque electronically to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted will also be forwarded.

AGREED:

Date:

On behalf of Civic Service Union 52:





2022 Negotiations

#### Reference: U3

The undersigned parties hereby agree to the following amendment to the Collective Agreement:

### 5.05 Employee Contact Information

The Employer shall provide the Union with a list of employee names, personal phone numbers, personal email addresses, and mailing addresses in June and December each year or as mutually agreed by both parties.

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 Collective Agreement related to their members' employment relationship with the Employer.

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.

### 5.06 New Employee Orientation

The Union <u>will shall</u> be invited to make a presentation of up to 10 minutes in the Employer's corporate orientation for new employees. <u>The Employer will</u> <u>provide the Union with the opportunity to distribute information and collect</u> <u>contact information during the session. The information will be forwarded to</u> <u>the Employer three (3) days in advance of the session for approval.</u> The Union will be provided a minimum of one (1) week's advance notice of the Employer's corporate orientation for new employees.

AGREED:

Date:

On behalf of Civic Service Union 52:

### 2022 Negotiations

#### Reference: U4/M31

The undersigned parties hereby agree to the following amendment to the collective agreement (including moving LOU #8 Health and Safety Liaisons into Article 6):

### \*6.03 Occupational Health and Safety

The Employer and the Union recognize that the maintenance of a health, and safety, and wellness program, preventing occupational illness, accidents and injuries in the workplace is the responsibility of the Employer, the Union and each employee.

Employees are encouraged to report any unsafe conditions to their Manager. If the unsafe condition is not corrected, then the employee may bring the unsafe condition to the attention of a member of the Occupational Health and Safety Committee or the Employer.

The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health, and safety, and wellness of all employees.

No employee shall will be required to operate any tool, appliance or equipment or carry out any work that poses an imminent danger to the health and safety of that employee, or any other employee, or the public, present at the work site.

6.03.01 Occupational Health and Safety Committee (HSC)

The Employer and the Union shall will continue to participate in an Occupational-Health and Safety Committee consisting of equal representation from Management and the Union.

### 6.03.02 Health and Safety Liaison (HSL)

To increase awareness and sharing of <del>occupational</del> health and safety information throughout EPL, designated branches will<del>shall</del> have one employee and one employer Health and Safety Liaison (HSL). The purpose of the Health and Safety Liaisons is to assist the Health and Safety Committee in increasing two-way communication between the employer and employees EPL and staff and promote health and safety at EPL locations, as follows:

The process for coordination between branch HSLs and the Health and Safety Committee (HSC) as well as additional duties/expectations are outlined below:

- a) Library branch HSLs are liaisons between the branch and the HSC however they do not form part of the HSC as outlined in 6.03.01.
- b) Designated branches for the purposes of this article will LOU shall be determined by the Health and Safety Committee (HSC).
- c) Employee HSL representatives shall will be appointed by the Union after a call for volunteers has been issued at the Library branch.
- Contact information for Library branch HSLs and the HSC is available on the Health and Safety Committee page of Staffweb.
- e) Library branch HSLs will ensure appropriate information, documentation and recommendations are shared with the HSC.
- f) Library branch HSLs will ensure branch education and/or information related to health and safety initiatives are shared with the HSC.
- g) The duties of the HSL will be in addition to their regular duties however any duties of the HSL shall be considered paid time including any applicable training determined to be appropriate/prescribed for the HSLs.

The parties agree to meet, discuss and address any concerns arising from this Letter of Understanding.

AGREED:

Date: April 27, 2023

On behalf of Civic Service Union 52:



# 2022 Negotiations

### Reference: M09

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 8.01 Wages

The Schedule of Wages (Appendix I) shall-will establish the regular rates of pay and will shall apply during the term of this Collective Agreement. Employees shall-will be paid every two (2) weeks.

### 8.01.01 Probationary Employees

All probationary employees **will** shall receive an increment in the salary range assigned to their position upon successful completion of the required probation period established for the permanent and / or part-time position. The date that the employee completes their probationary period **will** shall form their anniversary date for purposes of future wage progression.

### \*8.01.02 Permanent and Part-Time Employees

All permanent and part-time employees **will** shall progress from one (1) step of the range assigned to their position to the next by merit only.

Permanent and part-time employees will shall receive an annual performance appraisal and be eligible for an increment at one (1) year intervals on their anniversary date until they reach the top step in the range assigned to the level. If the employee was not granted a merit increment on their anniversary date due to unsatisfactory performance, the employer may consider granting an increment at such time as performance has improved to a satisfactory level. The increment will not be retroactive. Eligibility for future increments continues to be the anniversary date.

8.01.02.01 Where employees are absent for thirty (30) consecutive calendar days or more, except for reason of paid vacation leave or banked overtime, they will shall have their anniversary date for wage increment purposes extended by the same number of days.

### \*8.01.03 Promotions

An employee receiving a promotion **will shall**, upon appointment, receive an increase to either of the following, whichever is greater:

- a. the first step above their present regular rate of pay in the pay range of the new level; or
- b. the initial rate of pay (Step 1) in the pay range of the new level.

Upon completion of the trial period in accordance with Article 11.02, the employee will shall have a performance appraisal and dependent on the results of this review the employee shall-will either be: reverted to their former position and former rate of pay or confirmed in the new position.

The date an employee was promoted into the position **will** shall be the date of their eligibility for further performance appraisals and increments.

### 8.01.04 Performance Appraisals

Permanent and part-time employees will receive an annual performance appraisal.

AGREED:

Date: She 2913

On behalf of Civic Service Union 52:





# 2022 Negotiations

Reference: M11

The undersigned parties hereby agree to add the following Article to the collective agreement:

### 8.01.04 Incorrect Remuneration

Should the Employer issue an employee with an incorrect pay, then the Employer will make the necessary monetary adjustments and / or take the internal administrative action as is necessary to correct such errors at its earliest reasonable occasion. If there has been an overpayment, the Employer will consult with the employee and develop a reasonable payment plan.

AGREED:

Date: Decalac

On behalf of Civic Service Union 52:





# **2022 Negotiations**

### Reference: M10

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 8.04 Stacking of Premiums

In instances where more than one (1) premium is provided for work performed, an employee shall only be paid one (1) premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, eExcept for as specified in Article 7.07 Shift Differential, no other premium will be stacked.

AGREED:

Date: 10/22

On behalf of Civic Service Union 52:



# 2022 Negotiations

Reference: M12 / U15

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 9.01 General Holidays

The following days **will** shall be recognized as general holidays for the purpose of this Collective Agreement. All employees except those specified in Article 9.01.01 will shall be entitled to the holiday specified, providing they meet the terms and conditions set out in Article 9.01.02.

- New Year's Day,
- Family Day,
- Good Friday,
- Easter Monday,
- Victoria Day,
- Canada Day,
- Heritage Day (Civic Holiday),

Labour Day,

# National Day for Truth & Reconciliation

- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day,

and all-new general holidays proclaimed provided by the City of Edmonton to their employees. , the Government of Alberta or the Government of Canada.

NOTE: For the purposes of this article, Canada Day will shall be deemed to be July 1<sup>st</sup> of each calendar year, or July 2 when July 1 is a Sunday.

\*9.01.01 **Permanent full-time employees will be eligible to receive general holidays upon commencement.** Temporary, part-time, or permanent employees working less than full-time hours, who have <del>completed</del> thirty (30) **calendar** days **of** continuous service, or who have <del>completed</del> thirty (30) working days with the Employer in the preceding twelve (12) months, shall will be eligible entitled to receive the recognized such general holidays as set out in Article 9.01 provided they meet the terms and conditions set out in Article 9.01.02.

Employees working less than full-time hours will shall be paid for the general holidays to which they are eligible, entitled calculated as the employee's wages divided by the number of days worked in the twenty-eight (28) preceding the general holiday. Overtime, general holiday pay and vacation time and/or pay will not be included in the calculation of general holiday pay. five percent (5%) of the employee's regular wages, general holiday pay and pay for vacation taken in the twenty eight (28) days prior to the general holiday. Shift differential, overtime, lump-sum payouts (e.g. Flexible Spending Account, retroactive pay lumpsum, vacation pay lump-sum), and any other pay premiums shall not be included in the calculation of general holiday pay.

It is understood that as a result of this calculation, should an employee (working less than full-time hours) work fewer hours than their regular hours of work in the 28 days prior to the General Holiday, their an employee's pay may not be equivalent to their regular hours of work during the week in which a General Holiday occurs.

\*9.01.02

All employees shall will receive the recognized general holidays for which they are eligible, with pay, except when they are on an unauthorized absence from work on the employee's last working day preceding, or first working day following, the general holiday. providing they are available for work in accordance with their regular hours of work preceding and succeeding the designated day for observance of the holiday or

An employee will be eligible for general holiday pay when they are on an approved leave for a period of fourteen (14) calendar days or less duration except when such leave is a result of a compensable accident.

\*9.01.02.01 Where the Employer designates a day off in lieu of the actual general holiday for specific the majority of its employees groups, the employee may be allowed off on such day. If this is not possible, the employee may be scheduled allowed a different day off in lieu of the general holiday at a time agreed between the employee and their Manager. If such a day cannot be provided, the employee will shall receive a day's pay in lieu of the general holiday.

\*9.01.02.02 If during a period of sick leave of fourteen (14) calendar days or less, a workday is coincident with a general holiday or lieu day, the employee will shall

receive such day paid as a general holiday and remaining days will shall be paid from applicable sick leave entitlement.

9.01.03 Should the Employer require employees to work on a general holiday, they will shall be paid at two (2) times their regular rate of pay for each hour worked.

AGREED:

LINK

Date: \_\_\_\_\_ 13, 2023

On behalf of Civic Service Union 52:





### 2022 Negotiations

### Reference: U1(a)

The undersigned parties hereby agree to the following amendment to the collective agreement:

# 9.02, VACATIONS

9.02.03 Employees working less than full-time hours (except temporary employees) shall be entitled to vacation as specified above, prorated in accordance with the hours regularly scheduled for the position. Any additional vacation entitlement resulting from extra hours worked above the hours regularly scheduled for the position will be dealt with in accordance with Article 9.02.12. paid bi-weekly as earned.

(new) 9.02.04 Employees (except temporary employees) working in temporary positions with hours different than their base position shall accrue vacation in accordance with the hours assigned to the temporary position.

#### Renumber subsequent clauses

9.02.06 If a recognized general holiday occurs during a period of an employee's annual vacation, it will be coded as a general holiday of annual vacation of any employee, such employee shall receive equal time off in lieu thereof as established by agreement between the employee and their Manager.

#### 9.02.12 Cash Settlement Vacation Payout

It is understood that no cash settlement will be made for vacation entitlement except in cases of termination of employment. or where the hours worked by employees working less than full-time hours, result in vacation entitlement exceeding the prorated entitlement for the position. It is understood that no vacation payout will be made for vacation entitlement, except as may be mutually agreed between the employer and employee.

AGREED: Date:

On behalf of Civic Service Union 52:



### 2022 Negotiations

Reference: U1A/M20 – this came about as part of the discussion on Seniority. The parties removed the below language from 14.04 and 14.05 as it better resides in Article 9.02 Vacations.

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 9.02 Vacations

### 9.02.14 Vacation Planner

A vacation planner will be posted in an electronic format accessible to all employees at the service point/division on March 1 of each year. By March 31, employees shall submit their vacation request for the period May 1 to April 30. The request shall indicate their preferred vacation choice(s) and the one (1) upon which they wish to exercise seniority. Seniority will be given preference in the preparation of the vacation schedule but will apply to only one (1) submitted vacation choice. Employees who fail to submit their request by March 31 will have waived their right to exercise seniority in the selection of their vacation period. The Employer shall complete and post the confirmed vacation schedule in each service point/division for all eligible employees by April 15.

### 9.02.15 Vacation Seniority Considerations

Insofar as the efficient operation of a service point/division will permit, an employee shall have the right to choose the vacation period according to seniority standing. If, in the opinion of the Employer, the vacation period chosen by the employee conflicts with the operations of the Library, the Employer shall have the discretionary right to change a vacation. The employee shall be given one (1) month's notice of the change.

### 14.04 9.02.16 A list showing seniority of employees shall be posted in an electronic format on an annual basis in conjunction with the vacation calendar. An electronic copy shall be provided to the Union annually or upon request.

14.05

9.02.17 An employee promoted or transferred from one (1) service point/division to another after March 31 shall not exercise their seniority for the purpose of vacation choice until the next vacation planner process under Article 9.02.14.

The Employer will confirm the status of any vacation that was scheduled in their previous service point/division within two (2) weeks of the employee's first shift in the new position.

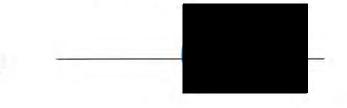
If an employee is unable to exercise their seniority for the purpose of vacation choice due to promotion or transfer, the Employer will make every reasonable effort to accommodate the employee's vacation requests.

AGREED:

 $( \ldots )$ 

Date: Feb 16/27

On behalf of Civic Service Union 52:





# **2022 Negotiations**

### Reference: U16

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 9.05 Bereavement Leave

All employees, except temporary employees, shall will be granted time off for bereavement leave in accordance with the following:

- 9.05.01 When a death occurs in an employee's immediate family as noted below:, that is,
  - currentspouse/common law partner/fiancé(e)
  - parent,
  - grandparent
  - grandchild,
  - guardian,
  - · child or ward,
  - brother,
  - sister,
  - brother-in-law,
  - sister-in-law,
  - parent of current or deceased spouse,
  - grandparent of current or deceased spouse,
  - son-in-law,
  - daughter-in-law,
  - interdependent adult

or a related dependent of the employee, the employee on request, shall will be excused for up to three (3) regularly scheduled consecutive shifts days without loss of pay at their regular rate of pay.

In extenuating circumstances, additional time may be granted to a maximum of two (2) shifts days.

Paid bereavement leave should not exceed an employee's regular weekly hours.

- 9.05.02 Bereavement leave shallwill be taken within 12 months of the date of death. Notwithstanding the above, and subject to prior Employer approval, an employee may request that Bereavement Leave be divided into two (2) periods within the 12 month period. In no circumstances, however, shall will an employee be eligible for more days shifts off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period. Should the second period of the bereavement leave occur more than one (1) month from the date of death, a minimum of twenty eight (28) calendar days' notice for the second period of the bereavement leave is to be provided to the Employer unless extenuating circumstances exist.
- 9.05.03 A half (0.5) dayUp to one full shift leave with pay will shall be granted as leave with pay to all employees, except temporary employees, for bBereavement ILeave associated with persons more distantly related than those listed in Article 9.05.01. In extenuating circumstances, this leave shall be extended up to one (1) day.
- 9.05.04 The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or other such reasons which may be applicable to the individual circumstances.
- 9.05.05 An employee will shall be eligible for Bereavement Leave while on Vacation Leave or Leave of Absence with pay.

AGREED:

Murch 14, 2024 Date:

On behalf of Civic Service Union 52:





# 2022 Negotiations

Reference: U17

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 9.07 Sick Leave for Part-Time Employees

Part-time employees, upon completion of **one (1) year** three (3) years of **service as a part-time employee**, unbroken service, shall, will in any one (1) calendar year, be eligible for paid sick leave equal to their regularly scheduled weekly hours for the position.

Sick leave benefits shall be payable at one hundred percent (100%) of the employee's regular rate of pay.

AGREED:

Date: March 14, 2024

On behalf of Civic Service Union 52:





# 2022 Negotiations

Old 9 14 moves to Article 28.

Reference: U19 (NEW)

The undersigned parties hereby agree to the following amendment to the collective agreement:

New 9.14

All employees, except temporary employees, will be eligible for one (1) paid personal leave day (up to 7 hours) in each calendar year. Temporary employees who are hired into a permanent or part-time position will be eligible for a personal leave day upon commencement in the position. If a paid personal leave day is not used in the calendar year, it cannot be carried over. When requesting a personal leave day, employees will provide as much notice as possible. Such requests will not be unreasonably denied.

AGREED:

Date: March 14, 2024

On behalf of Civic Service Union 52:





### 2022 Negotiations

#### Reference: U8/M17

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 10.01 Probation

10.01.01 Employees filling permanent positions achieve permanent status on successful completion of probation. The probationary period for all permanent employees shall will be six (6) months.

# The Employer reserves the right to extend probationary periods to one (1) year.

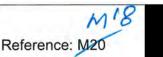
- 10.01.02 Part-time employees shall will serve a probationary period of one (1) year.
- 10.01.03 Where employees are absent for thirty (30) consecutive calendar days or more, except for reason of paid vacation leave or banked overtime, they will have their probationary period extended by the same number of days.
- 10.01.034 The Employer reserves the right to extend probationary periods to one (1) year. In the event that the normal probationary period is extended the Employer shall will advise the employee and the Union of its reasons. Employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the Esservice.
- **10.01.05** Employees who do not meet the requirements of the position or for permanent status during the probationary period shall will be separated from the service of the Employer.

AGREED:

Date: Jan. 20, 2023

On behalf of Civic Service Union 52:

# 2022 Negotiations



The undersigned parties hereby agree to the following amendment to the collective agreement:

# 12 LAY-OFFS, RECALLS, TRANSFERS AND TECHNOLOGICAL CHANGE

### 12.01 Lay-offs and Recalls

- **12.01.01** A workforce reduction is the reduction in the number of permanent and/or part-time positions resulting in the displacement or layoff of permanent and/or part-time employees.
- **12.01.02** If the Employer determines that a workforce reduction is required, the Employer will initiate a meeting with the Union to discuss the process to be followed given the specific context and circumstances resulting in the workforce reduction.
- **12.01.03** Should the parties not be able to reach an agreement on the process to be followed Articles 12.02, 12.03, and 12.04 will apply.
- 12.02 In the event of a lay-off, employees within the affected level will shall be laidoff in reverse order of their bargaining unit seniority. An employee to be laidoff will be allowed to bump any employee with less seniority who is in an equal or lower level, provided that the senior employee is qualified to fill the position of the displaced employee.
  - 12.012.01 It is understood that no employee will shall be affected unless temporary employees are first removed.
  - **12.012.02** No permanent employees will shall be affected by reason of staff reduction unless the part-time employees within the affected levels are first reduced in hours or removed in reverse order of seniority.
- **12.023** All employees affected by reason of lay-off or staff reduction are to be given preference throughout the Library for any vacancy for which they are qualified. At any time when lay-offs have taken place, all laid-off employees will shall be given a seniority list, updated if and when reappointments take place.

12.034 If the staff of the Library is increased, permanent employees and employees formerly belonging to the level to be so increased who have been laid-off solely by reason of previous reduction in such staff, will shall, if available, be re-engaged according to the seniority standing held by them at the time of lay-off in preference to other applicants and if re-engaged within twelve (12) months will shall retain the privileges enjoyed before lay-off.

# 12.0405 Transfers

12.0405.01 When an employee is laterally transferred and regarded as having adequate preparation for the new position, therey will shall suffer be no loss in pay. However, if the employee is not fully qualified for the new position, they will shall receive suffer no more than a two (2) step reduction in pay. Upon satisfactory performance at the end of the first three (3) months in the new position they will shall regain one (1) step and at the end of the next three (3) months of service, they will shall regain the second (2nd) lost step.

- 12.0405.02 Employees will shall be eligible for lateral transfer in accordance with or notwithstanding the posting procedure.
- 12.0405.03 No permanent employee who becomes over-ranged as a result of a reclassification of their position will shall be dismissed (or suffer any have their wages reducedtion in wages) except for just cause. However, the Employer will shall have the right to transfer an over-ranged employee to any vacant position for which they are deemed to qualify, 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.
- 12.0405.04 Should the Employer determine that employees do not qualify for continuance in the new positions, they will shall be reverted to their former or equivalent positions, with no less than their former rates of pay.

# 12.0506 Technological Change

- 12.0506.01 Any employee classified as a permanent employee will shall be considered displaced by technological change when their services will 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 service point/division in which they are employed.
- 12.0506.02 Permanent eEmployees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.

- 12.0506.03 The Employer agrees that wherever possible no employees will shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the lay-off procedures outlined in this Collective Agreement.
- 12.0506.04 The Employer commits to participate in every way possible in the training and retraining of employees when technological change takes place.

AGREED:

Date:

On behalf of Civic Service Union 52:



16, 2023



# **2022 Negotiations**

### Reference: M19

The undersigned parties hereby agree to the following amendment to the Collective Agreement:

### 13 POSTING AND FILLING VACANCIES

13.01 Notices of vacancies to be filled, within the jurisdiction of this Collective Agreement, shall will be emailed to all employees and posted internally in an electronic format accessible to all employees for a period of a minimum of seven (7) calendar days.

Should it be desirous not to fill a permanent vacancy, the matter will be reviewed by the parties to the Collective Agreement. If the matter is not settled satisfactorily the Union may appeal the matter to the CEO who will issue a final and binding decision within ten (10) working days.

AGREED: Date:

On behalf of Civic Service Union 52:



### 2022 Negotiations

#### Reference: M19

The undersigned parties hereby agree to the following amendment to the Collective Agreement:

### 13 POSTING AND FILLING VACANCIES

- \*13.03 The Employer will-shall have the right to fill vacancies from amongst the original applicants to a posting without reposting, when such vacancies result from:
  - a) reversions from a trial period,
  - b) terminations of employment during a probation period,
  - c) employees vacating temporary positions,
  - d) resignations, promotions or transfers; or
  - e) an increase to the number of positions on a posting, after the posting has closed and been filled (provided the additional position(s) is of the same employment status, classification, hours and location as was originally posted)

from among the original applicants to a posting without re-posting such vacancies. The right to make a selection out of the original competition file in these circumstances will extend for a period of **four** three (43) months from the date **the posting was first opened** of an appointment. **EPL will notify the Union when additional positions are being added to a posting**.

AGREED:

Date:

On behalf of Civic Service Union 52:





# 2022 Negotiations

#### Reference: M19

The undersigned parties hereby agree to the following amendment to the Collective Agreement:

#### 13 POSTING AND FILLING VACANCIES

13.04 Where the estimated duration of a temporary position exceeds ninety (90) one hundred and fifty (150) calendar days, the temporary position shall be posted., except where the duration of the temporary position is uncertain due to illness or injury of the incumbent. In such cases, an appointment may be made for up to one hundred and fifty (150) calendar days.

For assignments of up to one hundred and fifty (150) calendar days, the Employer may make additional appointments for up to one hundred and fifty (150) calendar days when further vacancies occur from backfilling the position of the original incumbent on leave as described above.

In cases where additional appointments up to one hundred and fifty (150) calendar days are made, the Union shall be notified of each additional appointment and be provided the necessary information. including the original incumbent off on leave and all appointments directly occurring from that incumbent's leave. The Employer and the Union will mutually agree to the form that will be used to track these appointments.

A temporary position shall not exceed the duration of twelve (12) months, except where the duration of the temporary position is the result of an approved maternity or parental leave of absence or a leave due to a long term illness or injury, in which case it may be up to eighteen (18) months.

For vacancies of up to eighteen (18) months, when further vacancies occur from backfilling the position of the original incumbent on leave as described above, the Employer may post up to two (2) positions for a period of up to eighteen (18) months.

AGREED:

Date: March 14, 2024

On behalf of Civic Service Union 52:

# 2022 Negotiations

#### Reference: M20

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 14 Seniority

- 14.01 Permanent and part-time employees only shall have seniority standing. Temporary employees shall not have seniority standing.
- 14.02 Seniority shall be determined by the length of an employee's unbroken service from the date of hiring in positions coming within the jurisdiction of this Collective Agreement. (insert space)
  - 14.02.01 When two or more employees have the same seniority date, their relative seniority standing shall be determined by their employee ID. A lower employee ID number will result in higher relative seniority standing.
- 14.03 Seniority shall be taken into account in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls, and as otherwise referenced in the Collective Agreement.
- 14.03
- **14.04** A temporary transfer from one (1) service point/division of the Library to another for a period of less than twelve (12) months, even if such transfer is outside the jurisdiction of this Collective Agreement, shall not affect the seniority standing of an employee.

### **MOVING TO ARTICLE 5**

5.06 An electronic copy of the seniority list shall be provided to the Union annually in February or upon request.

### **MOVING TO ARTICLE 9.02:**

- 14.04 A list showing seniority of employees shall be posted in an electronic format on an annual basis in conjunction with the vacation calendar.
- 14.05 An employee promoted or transferred from one (1) service point/division to another after March 31 shall not exercise their

seniority for the purpose of vacation choice until the next vacation planner process under Article 9.02.14.

The Employer will confirm the status of any vacation that was scheduled in their previous service point/division within two (2) weeks of the employee's first shift in the new position.

If an employee is unable to exercise their seniority for the purpose of vacation choice due to promotion or transfer, the Employer will make every reasonable effort to accommodate the employee's vacation requests.

AGREED:

Date: FEB 16/23

On behalf of Civic Service Union 52:





# 2022 Negotiations

Reference: M21

The undersigned parties hereby agree to replace the existing Article 16 Dispute Resolution Process with the one outlined below a

### 16 DISPUTE RESOLUTION PROCESS

The Dispute Resolution Process:

- Encourages open, face-to-face dialogue by the people affected by a dispute;
- b) Achieves fair, wise, and sustainable solutions that are possible to implement;
- Achieves and documents solutions that contribute to a positive, collaborative working relationship;
- Achieves solutions that are consistent with the Collective Agreement;
- e) Minimizes the time and cost involved in resolving disputes.

### 16.01 Definitions

#### 16.01.01 Dispute

A "dispute" is any issue, disagreement or difference involving employees, Employer representatives, or Union representatives.

#### 16.01.02 Grievance

A "grievance" is any dispute concerning the interpretation, application, operation or alleged violation of the Collective Agreement, directly related to or affecting the rights of a specific employee or group of employees.

### 16.01.03 Policy Grievance

A "policy grievance" is any dispute relating to a policy or general practice of the Library or the Union, directly affecting employees or the Union concerning the interpretation, application, operation, or alleged violation of the Collective Agreement

### 16.02 Timeline Extensions

The timelines specified in the Dispute Resolution Process may be extended by mutual agreement of the Employer and the Union. A timeline extension on any one Step does not automatically apply to any subsequent steps.

### 16.03 Informal Dispute Resolution

To promote the earliest possible resolution of disputes arising out of the relationship between the parties to this Collective Agreement, prior to filing a grievance per Article 16.04, the parties to the dispute are encouraged to discuss the matter and attempt to resolve the issue informally.

**16.03.01** Employee(s), Employer representative(s) or Union representative(s) are encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.

Informal dispute resolution is encouraged; however, it is not mandatory.

**16.03.02** Informal Dispute Resolution will last no longer than ten (10) working days from the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating informal dispute resolution.

At any point during the informal dispute resolution process either party may forego or end the informal dispute resolution process and initiate a grievance per Article 16.04 Grievance Procedure, within the prescribed timelines.

- **16.03.03** The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity. It should include an open, respectful exchange of the interests of the persons directly affected by the dispute, and an exploration of options to satisfy these interests.
- **16.03.04** Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

### 16.04 Grievance Procedure

The parties agree to the following steps in the Grievance Procedure:

16.04.01 Step 1 - Consultation

a) An employee, Employer representative, or Union representative may initiate a grievance in writing to the other party, as follows:

i) within ten (10) working days from when the informal dispute process concluded, or

ii) within ten (10) working days from the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating the grievance, if the party filing the grievance opted not to participate in the informal dispute resolution process.

- **b)** A grievance will include the details of the dispute, the articles of the Collective Agreement that are alleged to have been violated and the desired resolution. It will be submitted as follows:
  - If a dispute is related to a specific employee or group of employees, a request for consultation by the employee or Union will be submitted to EPL Labour Relations, with a copy to the appropriate Manager.
  - ii) If a dispute is related to a policy or general practice, a request for consultation by the Union will be submitted to EPL Labour Relations.
  - iii) A request for consultation by EPL will be submitted to the applicable Union representative.
- c) Within ten (10) working days from the date the grievance is filed, the parties will initiate discussions to schedule a date to meet for the purposes of resolving the grievance. The meeting will take place as quickly as possible and will be facilitated jointly by a representative from EPL Labour Relations and the Union.
- d) The parties agree to engage in respectful dialogue, information sharing and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
- e) The party receiving the grievance will communicate a decision regarding the grievance in writing within ten (10) working days of the conclusion of the meeting(s).
- f) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties and will be confirmed in writing.

## 16.04.02 Step 2 – Formal Review

- a) If a resolution to the grievance is not achieved at Step 1 Consultation, within ten (10) working days of receiving the decision the Employee, Employer Representative or the Union may advance the grievance in writing.
  - i) Grievances initiated by the employee or the Union will be submitted to the CEO, with a copy to the Head of Human Resources.
  - ii) Policy grievances initiated by the Union will be submitted to the CEO, with a copy to the Head of Human Resources.
  - iii) Grievances or policy grievances initiated by the Employer will be submitted to the President of the Union.
- **b)** A grievance or policy grievance will specify the details of the dispute, including the issues, the interests of the grieving party, the article or articles of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- c) Within ten (10) working days from the date the grievance was advanced, the parties will initiate discussions to schedule a date for a hearing with the CEO (or their designate) or the President of the Union (or their designate) for grievances filed by the Employer. The hearing will convene as quickly as possible and involve representatives of EPL Labour Relations, the Union, and the people directly affected by the dispute (as determined by the Employer and the Union).
- d) The CEO (or their designate) or the President of the Union (or their designate), will communicate their decision regarding the grievance in writing, within fifteen (15) working days of the conclusion of the hearing.
- e) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties and will be confirmed in writing.

### 16.04.03 Step 3 - Arbitration Stage

a) The Union or the Employer may advance any grievance (including policy grievances) to arbitration if it has not been resolved at Step

2 - Formal Review within thirty (30) working days of receiving the decision from the other party regarding the grievance. A grievance may only be advanced to arbitration if it has been properly processed in accordance with the procedures, time limits, and restrictions contained in the Dispute Resolution Process.

- i) Grievances advanced to arbitration by the Union will be submitted to the CEO, with a copy to EPL Labour Relations.
- ii) Grievances advanced to arbitration by the Employer will be submitted to the President of the Union.
- **b)** The party advancing the grievance to arbitration will notify the other party in writing of:
  - i) its willingness to use a single arbitrator; or
  - ii) its appointee to a three (3) person arbitration board; and
  - the details of the grievance including the issues in dispute, the interests of the grieving party, the article(s) of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- c) The responding party will notify the other party within fifteen (15) working days of its willingness to use a single arbitrator or its appointee to a three (3) person arbitration board. If the parties fail to agree, the grievance will be referred to a three (3) person arbitration board.
- d) If the responding party fails to respond within fifteen (15) working days of advancement to arbitration, the Director of Mediation Services (or as otherwise stipulated by the Alberta Labour Relations Code) will select the appointee upon the request of the other party.
- e) If the parties agree to refer the grievance to a single arbitrator, the Union and the Employer will select a mutually agreed-upon arbitrator within twenty (20) working days of notification from the responding party. If the parties do not agree on the selection, the arbitrator will be appointed by Mediation Services (Government of Alberta).
- f) If the parties agree to refer the grievance to a three-person arbitration board, the Union and the Employer will attempt to reach mutual agreement on the chairperson of the arbitration board

within twenty (20) working days of notification to the responding party. If the parties are unable to reach agreement and a mutual selection is not foreseeable after twenty (20) working days, Mediation Services (Government of Alberta) will select the chairperson upon the request of either party.

- g) If the Single Arbitrator, either member of the Arbitration Board, or the Chairperson thereof, refuses to act, is, or becomes incapable of acting, a new single arbitrator, new board member or chairperson will be appointed in accordance with the above procedure. Appointment will be made within twenty (20) working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairperson, the appointment will be made by Mediation Services (Government of Alberta) upon the request of either party.
- h) No person will be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- i) Each party will bear the expense of its respective member and will bear one half (0.5) of the expenses of the Single Arbitrator or the Chairperson of the Arbitration Board.
- \*j) Arbitration hearing dates will be determined within twenty (20) working days of the appointment of the Single Arbitrator or the Arbitration Board.
- \*k) Prior to the arbitration hearing, the parties will attempt to prepare an agreed statement of facts for submission to the arbitration board.
  - I) The Single Arbitrator or the Arbitration Board will hear the grievance and render a decision and reasons for the decision in writing as soon as possible following the conclusion of the hearing.
  - **m)** The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairperson will be the award of the Arbitration Board.
  - **n)** The decision of the Single Arbitrator or the Arbitration Board is final and binding upon the parties and any person affected by it.

- The Arbitrator / Arbitration Board may quash, confirm, or vary any action taken respecting the suspension, discipline, or discharge of an employee.
- **p)** The Arbitrator / Arbitration Board by its decision will not alter, amend, or change the terms of the Collective Agreement.

AGREED: Date:

On behalf of Civic Service Union 52:





## **2022 Negotiations**

Reference: M23

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 22 Health and Welfare Benefits

The parties agree that they will be bound by the current, amended or new terms and conditions negotiated between the City of Edmonton and Civic Service Union 52 insofar as Health and Welfare Benefits, Part II and applicable Letters of Understanding are concerned, and by the City of Edmonton regulations, procedures and administrative processes insofar as they apply to Health and Welfare Benefits, Part II and applicable Letters of Understanding.

For the purposes of this Collective Agreement, in Part II "the City" will mean "the Employer".

AGREED:

Date: Nov.10

On behalf of Civic Service Union 52:

# **2022 Negotiations**

#### Reference: U25

The undersigned parties hereby agree to the following amendment to the collective agreement:

### 1 INCOME PROTECTION PLAN (Short-Term Disability)

#### 1.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of the position in which they are employed on a regular basis due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability.

Length of Continuous Service	Income Protection Benefits at 100% of the Regular Rate of Pay	Income Protection Benefits at 90% of the Regular Rate of Pay	
Less than 90 calendar days <del>but less</del> than 1 year	Nil	85 times average daily hours of work	
1 year and overMore than 90 calendar days	85 times average daily hours of work	Nil	

AGREED:

Date: March 14, 2024

On behalf of Civic Service Union 52:

# 2022 Negotiations

#### Reference: M22

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Part II Health and Welfare Benefits

#### 1.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of the position in which they are employed on a regular basis due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability.

Length of Continuous Service	Income Protection Benefits at 100% of the Regular Rate of Pay	Income Protection Benefits at 90% of the Regular Rate of Pay
90 calendar days but less than 1 year	Nil	85 times average daily hours of work
1 year and over	85 times average daily hours of work	Nil

A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at one hundred percent (100%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay. Such member shall be eligible for Income Protection benefits to be reinstated to 100% of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work. A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at ninety percent (90%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of seventy-five percent (75%) of the member's regular rate of pay upon their return to work. Such member shall be eligible for Income Protection benefits to be reinstated to be reinstated to one hundred percent (100%) or ninety percent (90%) of the regular rate of pay upon their return to work. Such member shall be eligible for Income Protection benefits to be reinstated to one hundred percent (100%) or ninety percent (90%) of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly statements for income tax purposes.

The working days of Income Protection entitlement for permanent part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5).

In the event that a permanent part-time employee is in receipt of Income Protection Benefits while in a temporary position, on the expiry date of the temporary position the employee's income protection benefits will revert to their base position's regular rate of pay and weekly hours.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment in accordance with article 2.12 and is unable to perform the duties of the alternate position due to personal non-occupational disability shall be entitled to receive Income Protection benefits for each period of absence from work. Such members shall receive an entitlement equal to ten (10) times the average daily hours of work of benefits in a calendar year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

AGREED: Date:

On behalf of Civic Service Union 52:





## 2022 Negotiations

#### Reference: M22

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Part II Health and Welfare Benefits

#### 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, LAPP, Union Dues, 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 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:

On behalf of Civic Service Union 52:





### 2022 Negotiations

Reference: From COE Negotiated Changes to Part II

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Part II Health and Welfare Benefits

#### 3 WIND-UP OF FORMER INCOME REPLACEMENT PLAN

- 3.01 The Income Replacement Plan was replaced by the Short Term Disability and Long Term Disability Plans effective April 7, 1991. Calculation of the Income Replacement Plan payout is as per article 3, Wind-up of Former Income Replacement Plan, Part II Health and Welfare Benefits prior to April 7, 1991. Members with a positive balance in the former Income Replacement Plan as per the above mentioned calculation shall be entitled to a payout as per 3.02, 3.03, 3.04 and 3.05 only. Employees may obtain further information on the calculation of the reimbursement for this plan from the Employee Service Centre.
- **3.02** Upon resignation, members shall receive a lump sum payment from the City equal to one-half (½) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 3.03 The Union and its respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 3.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 3.02. shall apply.
- 3.05 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the

twelve (12) month period ending on the previous November 30th until such time as payment is made to the member.

## 9 GENERAL APPLICATION OF PLANS

The following provisions apply to the Supplementation of Compensation Award provisions, Income Replacement Plan, Income Protection Plan, Group Life Insurance Plan, the Long Term Disability Plan, the Supplementary Health Care Plan, the Dental Plan and Health Care/Flexible Spending Account, as contained in this Agreement.

- 9.02.03 The Income Protection Plan, and Long Term Disability Plan and Income Replacement Plan shall not make any payment if a disability results directly or indirectly from:
- **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:

On behalf of Civic Service Union 52:





## 2022 Negotiations

Reference: From COE Negotiated Changes to Part II

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Part II Health and Welfare Benefits

6.02.01 DRUGS

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 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.

AGREED:

Date: Spe/b/

On behalf of Civic Service Union 52:





### 2022 Negotiations

Reference: From COE Negotiated Changes to Part II

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Part II Health and Welfare Benefits

### 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:

On behalf of Civic Service Union 52:





Reference: U24/M24

# Letter of Understanding #1, Student Pages

The parties agree to renew LOU #1 as it exists in the Collective Agreement that expired on December 19, 2020, and to update the wage grid in accordance with the general wage increase.

Agreed:

une 1/2023 Date:

CSU 52





# **2022 Negotiations**

Reference: M24/U24

The undersigned parties hereby agree to the following amendment to the collective agreement:

# LETTER OF UNDERSTANDING #1

# between THE EDMONTON PUBLIC LIBRARY BOARD and CIVIC SERVICE UNION 52

# **\*STUDENT PAGES**

It is the understanding of the parties that the students employed as Student Pages shall be excluded from the Library Job Classification scheme.

The hourly rates of pay to apply to Student Pages shall be as follows:

	Step 1	Step 2	Step 3
Student Page	\$14.50	\$15.25	\$16.00

Changes in these rates will result only from a change to this LOU as determined through negotiation between the Employer and the Union.

The employment of a Student Page shall end at the student's eighteenth (18th) birthday or the end of the summer (no later than September 16th) after their graduation from Grade 12, whichever is first.

#### Job Duties:

The main duties and responsibilities of a Student Page are:

- a) Clear library returns; load library materials on to book trucks, and sort and shelve them in the correct location and sequence.
- b) Gather library material left unshelved in the branch and shelve these in the correct location and sequence.
- c) Straighten and shelf-read print and non-print materials in assigned areas.
- d) Maintain print and non-print material in good order as required.
- e) Help to maintain the branch in a neat and tidy state.
- f) Assist with preparation and provide support to programs and services as assigned.

Student Pages may be assigned some duties requiring the use of technology for checking-in library materials and processing holds; however, these duties will only constitute up to twenty-five percent (25%) of their time per week.

### Probationary Period and Pay Administration:

Student Pages shall serve a twelve (12) month probationary period. Student Pages who do not meet the requirements of the position shall be separated from employment.

Student Pages shall receive an annual performance appraisal and progress to Step 2 and Step 3 by merit only.

### Vacation:

Student Pages shall be entitled to two (2) weeks of vacation, paid bi-weekly at four percent (4%) of their regular hours worked during the pay period.

### Movement to Other Bargaining Unit Positions:

When a Student Page is the successful applicant on any other bargaining unit position, they shall be required to serve the applicable probation period as identified in Article 10.01 and will be considered a probationary employee as identified in Article 3.03.04.

### Other Leaves and Benefits:

With the exception of Bereavement Leave as outlined in Article 9.05, Student Pages are not eligible for the other leave provisions in the Collective Agreement and the benefits outlined in Part II – Health and Welfare Benefits or as provided in Article 23.

Student Pages are eligible to request a leave without pay for emergent personal reasons or for a purpose as provided by the Alberta Employment Standards Code (e.g. bereavement).

AGREED:

March 14, 2024 Date:

On behalf of Civic Service Union 52:





# Attachment to the Memorandum of Agreement CSU 52/Edmonton Public Library Negotiations 2022

U24/M25

Letter of Understanding #2, Work Experience Programs

The parties agree to renew LOU #2 as it exists in the Collective Agreement that expired on December 19, 2020, renumbering the LOU if necessary.

Agreed:

Date: Jan. 20, 2023

CSU 52



## 2022 Negotiations

Reference: U24 / M26

The undersigned parties hereby agree to the following amendment to the collective agreement:

#### Letter of Understanding #3, Job Security

#### JOB SECURITY

Consistent with the Edmonton Public Library Statement of Values, and the Edmonton Public Library Management Style document the Employer values the contribution of all employees and recognizes the Union's concerns of employees with respect to job security. EPL and is sensitive to the Union's interest in maintaining filling of full-time and benefitted positions vacancies.

The Employer values the contributions of all employees and is sensitive to the job security concerns of Edmonton Public Library employees

The Employer recognizes the Union has an interest in preserving a core of full-time **positions** employees and **will** undertakes to maintain a dialogue with the Union on issues that affect this core complementement. The Employer will endeavor to, whenever fiscally and operationally feasible, will-maintain existing full-time jobs and when there is a feasible business purpose to do so, create new full-time jobs.

The Employer will undertake to inform the Union prior to of full-time positions being that have been split into part-time positions.

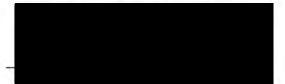
The Labour/Management Consultation Committee will provide a forum for this continued dialogue.

AGREED:

Date: Jan Na

On behalf of Civic Service Union 52:





Reperance: U24/m27

# Attachment to the Memorandum of Agreement CSU 52/Edmonton Public Library Negotiations 2022

Letter of Understanding #4, Volunteers

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: how.10/22 Date: **CSU 52** 

# 2022 Negotiations

Reference: U24/M28

The undersigned parties hereby agree to the following amendment to the collective agreement:

#### Letter of Understanding #5, Flexible Hours of Work

#### FLEXIBLE HOURS OF WORK

In order to provide greater operational flexibility and to ensure that we are positioned to provide the best possible service to the citizens of Edmonton, the following provisions shall apply to those employees who are assigned work as/in-follows:

- a-Librarian (e.g. Community, Youth Services, Digital Initiatives);
- a-Library Services Coordinator;
- · an Senior Advisor, Indigenous Relations Advisor;
- Kitchen positions
- Maintenance Coordinator
- Digital Content Coordinator
- · Marketing and Fund Development Division; and
- IT Services Division a Systems Analyst

and are approved by their Manager to be assigned a part of the flexible hours of work program.

Future postings shall will contain a statement to denote that these positions are subject to a flexible hours of work arrangement.

#### **Regular Hours of Work**

Employees engaged in the flexible hours of work shall will be permitted to work a variation in their daily-hours of work, provided that the daily hours do not exceed ten (10) consecutive hours in any given day and seventy (70) hours in a bi-weekly pay period, exclusive of lunch meal breaks.

#### Overtime

Employees participating in the flexible hours of work week are not eligible for the overtime premium outlined in Article 7.05.01 until they have worked more than 70 hours in a bi-weekly pay period or more than ten (10) consecutive hours in a given day.

### Termination of the Flexible Hours of Work

Both the employee and the Employer may terminate the flexible hours of work arrangement of an employee by providing thirty (30) days written notice to the other party; however the notice period may be shortened whenever practicable.

AGREED: Date:

On behalf of Civic Service Union 52:





# Attachment to the Memorandum of Agreement CSU 52/Edmonton Public Library Negotiations 2023

Reference: U24/M30 29

## Letter of Understanding #6, Shift Exchanges

The parties agree to move the language in Letter of Understanding #6, Shift Exchanges into a new clause 7.04 in the Collective Agreement, renumbering subsequent clauses as required.

7.04 Shift Exchanges

Employees may exchange shifts amongst themselves provided that they make such a request in writing to their Manager or designate. The Employer will not unreasonably deny requests by employees to exchange shifts provided that:

- a) Employees are of the same classification and in consideration of the duties assigned to the shift
- b) Employees work in the same service point/division
- c) Shifts are exchanged in the same pay period
- d) Shifts are for a similar duration
- e) Exchanges do not result in overtime costs to the Employer

Approval for each shift exchange will be sought from the Manager or designate with as much notice as possible. At least twenty-four (24) hours notice prior to the start of the shift must be provided.

The employees participating in the shift exchange shall be paid for the hours actually worked.

Agreed:

nan 2 Date:

**CSU 52** 



# Attachment to the Memorandum of Agreement CSU 52/Edmonton Public Library Negotiations 2022/2023

Ref: 124/m30

Letter of Understanding #7, Call-In Employee

The parties agree to renew LOU #7 as it exists in the Collective Agreement that expired on December 19, 2020, renumbering the LOU if necessary.

Agreed: Date: Man . 30/23

**CSU 52** 



# 2022 Negotiations

#### Reference: M33

The undersigned parties hereby agree to the following amendment to the collective agreement:

#### Letter of Understanding #10, Modified Selection Program

EPL and the Union believe that it is important to promote a workplace culture of inclusion, where persons with disabilities, including intellectual disabilities, have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with EPL.

We will work together with disability-focused community serving organizations (partner organizations) to provide employment opportunities under the following guidelines:

- 1. Individuals placed in positions through this LOU will be members of CSU 52, with terms and conditions of employment as outlined in the collective agreement between the parties. Individual modifications to the terms and conditions of employment may be made by mutual agreement.
- 2. Prior to engaging in filling existing positions through this letter of understanding, the position(s) will be posted internally first to ensure no existing CSU 52 members are interested and qualified for the position.
- 3. The positions may be part-time or full-time, temporary, or permanent, depending on the requirements.
- 4. Duties of the position(s) will be meaningful and wherever possible aligned to existing positions with modifications and accommodations to meet the unique skills and abilities of each individual where required.
- 5. The positions will not be posted but will be filled by EPL through a modified selection process, from candidates provided by partner organizations. The process will include a relevant assessment of the candidate's ability to effectively function in the workplace.
- 6. There will be no more than one (1) placement within a service point/division at any given time, except as mutually agreed to by the Employer and the Union. The locations for such placements will be carefully considered by the Employer.
- 7. Wage rates for existing classifications will be based on Appendix I Schedule of Wages. Wage rates for new positions will be set in accordance with Article 15, New Positions.
- 8. The Union will be notified of all placements. On an annual basis in February, EPL will provide a list of all active employees that were hired under this LOU.
- 9. The Employer and the partner organization will provide appropriate orientation, training and supervision to any individual hired through this program.
- 10. The Employer and the partner organization will provide appropriate orientation, awareness and training to the service points/divisions participating in the program.
- 11. Issues related to individual performance, safety, or inappropriate/unacceptable behaviour will be the responsibility of the Employer to address.

AGREED:

Date: Feb 23/23

On behalf of Civic Service Union 52:





# Attachment to the Memorandum of Agreement CSU 52/Edmonton Public Library Negotiations 2022/2023

# Letter of Understanding #X, Scheduling First Aid Training

The parties agree to renew the revised (November 7, 2023) LOU #X, Scheduling of First Aid Training as it exists in the Collective Agreement that expired on December 19, 2020, adding a number to the LOU, as necessary.

Agreed:

Date: NOV.7,2023

**CSU 52** 

# 2022 Negotiations

Reference: U6/M06 Scheduling

The undersigned parties hereby agree to the following amendment to the collective agreement:

### Letter of Understanding (New), Scheduling Review Committee

#### SCHEDULING REVIEW COMMITTEE

Subsequent to scheduling issues discussed in bargaining, EPL and CSU 52 have a shared interest in a fulsome review of scheduling challenges, including 1 in 3 Sundays and consecutive days off. The parties commit to establishing a joint committee to explore and find creative scheduling solutions that effectively meet organizational needs while endeavouring to address diverse employee interests. Specifically:

- The Committee will be accountable to its sponsors, EPL's Executive Director Employee Experience and CSU 52's Director of Labour Relations. The sponsors will determine the composition of the committee.
- The Committee will create and present a project plan, which includes guiding principles, key
  objectives, scope of work, clear deliverables, and timeframes. The project plan will go to the
  sponsors for their review prior to going to EPL's Executive Director Customer Experience for
  approval.
- The Committee will meet on a consistent basis to ensure its work moves forward in a timely way as outlined in the project plan.
- 4. The Committee will present its findings, options (including pros, cons, and costs), and recommendations to EPL's Executive Director - Customer Experience for validation and approval of the final document that will go to the LMCC for their review, prior to going to EPL's Executive Team for approval.

AGREED:

Date: Murch 14, 2024

On behalf of Civic Service Union 52:



