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**MEMORANDUM OF AGREEMENT  
BETWEEN:**

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

- and -

**CIVIC SERVICE UNION 52  
("the Union")**

**Re: Continuation of Benefits During a Legal Strike or Lockout ("Work Stoppage")  
Related to a Dispute About a Successor to the 2018-2020 Collective Agreement**

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1. Under the Alberta *Labour Relations Code*, RSA 2000 c L-1:

**155(2)** While an insurance scheme remains in force, no employer or person acting on behalf of an employer shall, without lawful excuse,

- (a) deny or threaten to deny to an employee any benefit under the insurance scheme,
- (b) cancel or threaten to cancel the insurance scheme,
- (c) refuse to accept any of the premiums tendered by a bargaining agent on behalf of all the employees enrolled in the insurance scheme who are represented by the bargaining agent, or
- (d) fail to remit to the insurer any of the premiums tendered by a bargaining agent, in the circumstances referred to in subsection (3).

**155(3)** Subsection (2) applies where

- (a) the employee in a unit of employees of the employer ceases to work because the employees in the unit are locked out by the employer or because the employees in the unit are on a lawful strike, and
- (b) the trade union that was the bargaining agent for the employees in the unit at the time the lockout or strike commenced tenders, or attempts to tender, to the employer, for the duration of the lockout or strike, the premiums in respect of all the employees covered by the insurance scheme who are represented by the bargaining agent.

**155(4)** In this section,

- (a) "insurance scheme" means a medical, dental, disability, life or other

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insurance scheme normally maintained by the employer on behalf of the employees in the unit;

(b) "premiums" includes all amounts payable by the employees and the employer in consideration for a contract of insurance.

2. In the event of a work stoppage, the Union has confirmed their desire to maintain insurance benefits for all enrolled CSU 52 employees and therefore agrees to remit, for the duration of the work stoppage, the premiums in respect of:

- (a) Long Term Disability Plan;
- (b) Major Medical Benefits;
- (c) Dental Plan; and
- (d) Group life, optional group life, and dependent life insurance.

3. To estimate the bi-weekly and daily premium cost associated with maintaining the insurance benefits above, EPL has referred to the premium costs from pay period 2, 2024, provided at Appendix 1. The parties acknowledge that these costs represent a reasonable estimate of the premium costs in the event of a work stoppage.

4. In the event of a work stoppage, the Union agrees to remit the bi-weekly amount of \$87,740.32 every 14 days from the first date of the work stoppage, and every 14 days thereafter, to maintain insurance benefits. Should the work stoppage end during a 14-day period, the Union will remit a pro-rated amount calculated based on the daily rate of \$8,774.02 for the number of applicable days of the period.

The above costing does not include employees who are currently on a leave of absence without pay and have either waived benefits coverage or have already made arrangements to pre-pay premiums.

5. Forthwith after the conclusion of a work stoppage, EPL will calculate and provide to the Union a final accounting of the actual premiums for the insurance benefits incurred for the duration of the work stoppage, and any underpayment or overpayment by the Union will become due by the applicable party within 21 calendar days from the date of providing the final accounting.

6. The Union agrees to remit any payments to EPL provided for in this Memorandum of Agreement by way of electronic funds transfer to the City of Edmonton's bank account, the details of which are as follows:

Bank: [REDACTED]  
Branch: [REDACTED]  
Account: [REDACTED]

Payments to EPL will be separate transactions from any payments made to the City of Edmonton for benefits coverage.

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7. Should EPL be responsible to remit any overpayment per paragraph 5, EPL will discuss with the Union the manner of remittance.

8. This Agreement shall be immediately effective as of the date set out below.

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SIGNED THIS 07 DAY OF March, 2024.

  
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FOR CIVIC SERVICE UNION 52

  
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FOR EDMONTON PUBLIC LIBRARY

March 8, 2024  
\_\_\_\_\_  
DATE

March 7, 2024  
\_\_\_\_\_  
DATE

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**Appendix 1**

Total Benefit Premiums for Active EPL Employees Pay Period 2 (January 27, 2024)		
Benefit Premium	Bi-Weekly Premium Amount	Daily Premium Amount
Major Medical (EE)		
Major Medical (ER)		
Dental (EE)		
Dental (ER)		
Group Life (EE)		
Group Life (ER)		
Dependent Life (EE)		
Optional Group Life (EE)		
Long Term Disability (EE)		
<b>Total Benefit Premiums</b>		<b>\$87,740.32</b>

**EE = Employee Portion**  
**ER = Employer Portion**