

**Collective Bargaining  
Summary of Changes to the Collective Agreement  
Expiration Date: December 19, 2020**

**BETWEEN**

**The Edmonton Public Library  
(the Employer)**

**-and-**

**Civic Service Union 52  
(the Union)**

This document is a summary of changes to the Collective Agreement which outlines the impact of the language changes. These changes were negotiated between the Edmonton Public Library and Civic Service Union 52. The changes are addressed in the order that they are found in the full Memorandum of Agreement (MOA).

In addition, the Parties have agreed that in final editing of the new Collective Agreement, the Parties may agree to other editorial changes to address clerical errors and implement current terminology such as name changes (e.g. General Manager to Deputy City Manager) and ensuring appropriate GBA+ pronouns.

If ratified by the membership, all of the changes will form the basis of the new Collective Agreement.

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**Term and General Wage Increase – Two-year term commencing on December 23, 2018 and ending on December 19, 2020, as follows:**

**2018:** December 23 - December 21, 2019 – 0%

**2019:** December 22 - December 19, 2020 – 0%

While this Collective Agreement is already expired, it remains in effect until the next Collective Agreement is negotiated and ratified. The parties agreed to language to extend timelines for providing notice to bargain and notes that bargaining will start within the first 90 days of 2022.

#### **Article 5.04, Names of ~~Business Agents~~ Labour Relations Officers (LROs), Shop Stewards and Mailout Representatives**

Housekeeping, including a title change from “Business Agents” to “Labour Relations Officers”.

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#### **Article 5.06, New Employee Orientation**

New language which allows the Union to make a presentation to our members at EPL new employee orientation sessions.

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#### **Article 6.01, No Discrimination**

Housekeeping change to include all protected grounds under Alberta Human Rights legislation.

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#### **Article 6.03, Occupational Health and Safety**

Housekeeping changes to improve readability.

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#### **Article 7.04, Voluntary Reduction of Hours**

Housekeeping change to improve readability.

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#### **Article 7.05, Overtime**

**7.05.04.** Change to note what happens if a meal break cannot be taken while working overtime.

**7.05.07, Call Out.** Language to clarify eligibility. An employee needs to be called-out to a designated EPL work location outside of the regular hours of work and not immediately preceding them.

**7.05.07.01.** Housekeeping change to clarify that the meal break is one-half hour, and new language to define what happens if the meal break cannot be taken while working overtime.

**7.05.11, Telephone Calls/Remote Work Outside of Scheduled Hours.** Addition of “Remote Work Outside of Scheduled Hours”, to clarify how an employee is paid when they are

authorized to work remotely outside of scheduled hours of work, but not required to physically attend an EPL site. Also provides clarity about rounding up to the nearest 15-minute increment.

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## **Article 8.01, Wages**

**8.01.02.** Housekeeping change to remove redundant language.

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## **Article 8.01.03, Promotions**

Housekeeping change to align the language with definitions contained in the Collective Agreement.

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## **Article 9.01, General Holidays**

Permanent language for how general holiday pay is calculated for employees working less than full-time hours. Previously, the language relied on the calculation being in accordance with the Employment Standards Code, which has changed a number of times in the past few years. While the Employer and the Union had previously agreed to calculate general holiday pay in this manner on a temporary basis, a permanent change needed to be negotiated.

Additional housekeeping changes were made to replace ten (10) working days with fourteen (14) calendar days, due to EPL being open 7 days a week.

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## **Article 9.02, Vacations**

**9.02.02 (b).** New language to allow EPL, at their discretion, to provide 1 additional week of vacation when hiring an employee externally for positions classified as Professional Services 3, 4, or 5. EPL has experienced some previous difficulty in hiring candidates into specific positions at these levels, due to being unable to offer more than 3 weeks of vacation. If an employee is offered 4 weeks of vacation, the employee will still need to wait until their 14<sup>th</sup> anniversary to get their 5<sup>th</sup> week of vacation.

**9.02.16.** New language to clarify EPL's practice of recognizing unbroken service in a temporary position for the calculation of vacation entitlement, when being hired into an ongoing position as outlined.

## **Article 9.04, Union Leave**

**9.04.01, Union Leave Without Pay.** New language to clarify timelines for requesting Union leave without pay. In practice, EPL previously required the Union to request leave prior to the 28-day schedule being posted. The new language requires at least 14 days' notice, which is an improvement.

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## **Article 9.05, Bereavement Leave**

Improved language to include common law partner, allow for the leave to be taken within 12 months of the death, and to remove the requirement to attend a funeral in order to qualify for bereavement leave.

New language added in 9.05.02 to allow an employee to request the splitting of bereavement leave into two periods within a 12-month period. The parties have added this to respect the diverse bereavement practices of our membership. In 9.05.03 "may" is changed to "shall" for bereavement leave of more distantly related family.

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## **Article 9.08, Maternity and Parental Leave**

Housekeeping to reflect changes made to the Employment Standards Code, including eligibility and the amount of time allowed for maternity and/or parental leave.

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## **Article 9.12, Additional Leaves of Absence Without Pay**

This language replaces the previous language regarding Compassionate Care Leave, which was outdated in terms of the number of weeks allowed under the Employment Standards Code. The new language includes a list of some of the leaves of absence without pay that are eligible, including Compassionate Care Leave, Domestic Violence Leave and Critical Illness Leave. Some leaves of absences without pay may be eligible for Employment Insurance (EI) benefits, as described on the Alberta Employment Standards website.

## **Article 13, Posting and Filling Vacancies**

**13.03.** New language to allow EPL to fill a vacancy from the original applicants on a job posting within 3-months of a job posting closing, if the vacated position is the same classification, hours and location as was originally posted.

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## **Article 16, Dispute Resolution Process**

Removal of the requirement of the Union and Employer to exchange final submissions, prior to advancing a grievance to Arbitration. Language added to clarify the process of selecting an arbitrator, including an increase of the timelines from 10 working days to 20 working days.

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## **Article 23, Part-time Employees Health Care Spending Account/Flexible Spending Account**

Housekeeping changes to remove outdated language.

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## **Part II, Health and Welfare Benefits, 2 Long Term Disability**

**2.03.01.** Housekeeping change to reference the correct Article of 9.02 – Limitations and Exclusions.

**2.07.** Housekeeping change to reflect the correct monthly maximum benefit of \$5000.00.

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

Removal of language requiring employees to opt-in to the Supplementary Health Care Plan within 30 days of a Life Event.

30 days was too narrow of a window for opting-in to benefits and created issues for employees who forgot to opt-in within the 30-day period (e.g. within 30 days of a birth, care of the new baby is usually top of mind for a new parent, not thinking about work benefits).

**Article 6.05, Health Care/Flexible Spending Account.** Housekeeping changes to remove outdated language.

## **Part II, Health and Welfare Benefits, 9 General Application of Plans**

### **9.02 Limitations and Exclusions**

**9.02.03.09.01.** New language that allows employees to provide medical information from a midwife when the illness or injury is within the midwife's scope of practice and the disability is maternity-related.

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#### **Letter of Understanding #1, Student Pages – Revise and Renew**

A number of changes were negotiated, including:

- Creation of a new wage scale that is no longer calculated in accordance with minimum wage in Alberta, and is applicable only to newly-hired Student Pages. Current Student Pages will be red-circled at their current rate of pay.
  - Expanded duties to include “assist with preparation and provide support to programs and services as assigned”. This may include decorating the branch for special occasions, photocopying for, or handing out materials during programs, assisting with ensuring children stay in the area where programs are being held.
  - Replacement of the word “computer” with “technology”.
  - A change to the probationary period from 6 to 12 months.
  - Language included for requesting a leave without pay.
  - Housekeeping changes, as needed.
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#### **Letter of Understanding #2, Work Experience Programs – Revise and Renew**

Expanded the Letter of Understanding to include other work experience programs with non-profit/community organizations, with no more than 6 placements allowed in each calendar year.

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#### **Letter of Understanding #3, Job Security – Renew**

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#### **Letter of Understanding #4, Volunteers – Renew**

### **Letter of Understanding #5, Flexible Hours of Work – Revise and Renew**

- Moved Letter of Understanding #8, Flexible Hours of Work – Indigenous Relations Advisor into this Letter of Understanding
  - Added the Digital Initiatives Librarian, Library Services Coordinator, and Systems Analyst as positions who can participate in a flexible hours of work program.
  - Housekeeping changes, as needed.
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### **Letter of Understanding #6 – Shift Exchanges – Renew**

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### **Letter of Understanding #7 – Call-In Employee – Revise and Renew**

Housekeeping changes and an update to eligibility for remaining a Call-In Employee.

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### **Letter of Understanding #8 – Flexible Hours of Work – Indigenous Relations Advisor**

Added to Letter of Understanding #5, remove LOU #8 from Agreement.

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### **New Letter of Understanding #8 – Health and Safety Liaisons (HSL's)**

Health and Safety Liaisons were put in place as part of EPL's Health and Safety Committee. Occupational Health and Safety legislation does not require Health and Safety representatives at each branch, but both EPL and the Union see value in having these representatives as it helps to increase Health and Safety awareness in each branch/service point. Since this is a new program and will likely need some additional development, the parties have included this language as a Letter of Understanding.

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### **New Letter of Understanding #9 – Scheduling at EPLgo Locations**

As a number of concerns have been raised to the Union in recent years about employees working alone in EPLgo locations, the parties have agreed to establish a committee to review cost neutral options to eliminate or significantly reduce staff working alone in EPLgo Locations.

**Letter of Understanding #10 – General Holiday Pay for Employees Working Less than Full-Time Hours – Remove**

New language was included in 9.01 to address this.

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**Letter of Understanding #12 – Temporary Layoff and Recall: COVID-19 Pandemic.**

Continues to be in effect until the agreed upon expiration contained within the LOU (and extensions thereof).

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