

**MEMORANDUM OF AGREEMENT
BETWEEN:**

THE EDMONTON PUBLIC LIBRARY BOARD
(the "Employer")

- and -

CIVIC SERVICE UNION 52
(the "Union")

The parties herein 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 2014-2018 Collective Agreement.

All signed amendments to the previous 2014-2018 Collective Agreement, as set out herein, shall form part of this agreement. Any Articles or Clauses not addressed within this Memorandum but existing in the previous 2014-2018 Collective Agreement and/or signed during the life of the 2014-2018 Collective Agreement, are renewed with no other changes and form part of 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 and implement current terminology such as position title changes and ensuring appropriate pronouns.

Term and General Wage Increase

The Collective Agreement will have a two-year term, commencing on December 23, 2018 and ending on December 19, 2020.

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

2019

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

2020

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

1 AMENDMENT AND TERMINATION

* **1.01** This Collective Agreement shall be in full force and effect as of the ~~29th of December 2013~~ **23rd of December 2018** and continue in full force and effect to the ~~22nd of December 2018~~ **19th of December 2020** and from year to year thereafter as hereinafter provided.

1.02 The parties may propose amendments to or terminate this Collective Agreement by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date and negotiations shall commence within thirty (30) days of receipt of written notice subject to the provisions of the Labour Relations Code.

****1.02.01** Notwithstanding Articles 1.01 and 1.02, the parties mutually agree to extend the timelines for service of notice to commence collective bargaining the successor agreement to the 2019-2020 Collective Agreement. Such notice shall be made in writing not less than sixty (60) days prior to December 18, 2021 and the parties agree negotiations shall commence within the first 90 days of 2022.

* **5.04** ~~Names of Business Agents~~ **Labour Relations Officers (LROs), Shop Stewards and Mailout Representatives**
A list of ~~Business Agents~~ **Labour Relations Officers**, Shop Stewards and Mailout Representatives, including the work location of the Shop Stewards and Mailout Representatives, will be sent to ~~the~~ Human Resource Services Division on a quarterly basis.

**** 5.06** **New Employee Orientation**
The Union shall be invited to make a presentation of up to 10 minutes in the Employer's corporate orientation for new employees. The Union will be provided a minimum of one (1) week's advance notice of the Employer's corporate orientation for new employees.

* **6.01** **No Discrimination**
There shall be no discrimination or harassment against any employee by virtue of their being, or performing their duty as, a member of the Union or by virtue of sexual orientation, political affiliation, race, religious beliefs, colour, gender, **gender identity, gender expression**, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status of that person. **Any additional protected grounds added to the Alberta Human Rights Act shall be deemed to automatically be included in this section.**

*** 6.03 Occupational Health and Safety**

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

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 of all employees.

No employee shall 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.

*** 7.04 Voluntary Reduction of Hours**

The Employer at any time may permit ~~the conducting of~~ **employees to participate in** voluntary reduction of hours programs or projects ~~utilizing employees coming within the scope of this Collective Agreement~~ consistent with the following:

7.05 Overtime

*** 7.05.04** Employees required to work two (2) hours or more overtime shall be provided a paid meal break of one-half (0.5) hour. **In the event it is determined in discussion between the employee and the manager that the meal break cannot be taken, the employee shall receive one-half (0.5) hour of pay at the applicable overtime rate in lieu of the meal break.**

*** 7.05.07 Call-Out**

~~A call-out is work performed at a time separate from an employee's regular hours of work. An E~~ **employees on call-out shall receive not less than called out to work at a designated EPL work location outside of the regular hours of work for the position, but not immediately preceding them, will receive not less than three (3) hours of pay at the specified overtime premium. Calls within two (2) hours of each other shall be considered as one (1) call, for the purpose of computing minimum pay for the employee called out.**

*** 7.05.08.07.01** An employee called out to work overtime shall be eligible for a ~~paid lunch meal break, without loss of pay,~~ **of one-half (0.5) hour** after four (4) consecutive hours if overtime is to continue, and at intervals of four (4) consecutive hours

following the completion of the previous ~~lunch~~ **meal** break, provided that overtime is to continue. **In the event it is determined in discussion between the employee and the manager that the meal break(s) outlined above cannot be taken during the call-out, the employee shall receive one-half (0.5) hour of pay at the applicable overtime rate in lieu of the meal break.**

- * **7.05.11 Telephone Calls/Remote Work Outside of Scheduled Hours**
Employees who are authorized by the Employer to receive work related telephone calls **and/or perform work remotely (planned or unplanned)** ~~at home~~ outside of scheduled hours **will maintain a log of the work performed and** shall be compensated at the rate of one and one-half times (1.5) their regular hourly rate or the equivalent time in lieu for ~~all~~ **the total** time engaged in such ~~calls~~ **work**. All time spent ~~engaged on~~ **in calls (received and/or made) such work** shall be paid in fifteen (15) minute increments. **Increments less than fifteen (15) minutes shall be rounded up to a fifteen (15) minute increment. This clause refers to telephone calls and/or remote access work and is not applicable when the employee is called out as per 7.05.07.**

8.01 Wages

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

Permanent **and part-time** employees 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.

~~Part time employees shall receive an annual performance appraisal and shall 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.~~

- * **8.01.03 Promotions**
An employee receiving a promotion shall, **upon appointment**, receive an increase to **either of the following, whichever is greater:**
- a. the first ~~increment~~ **step** above their present salary ~~regular rate~~ **of pay** in the ~~salary pay~~ range of the new level; or

- b. ~~to the initial salary rate of pay (Step 1) in the salary pay range of the new level. on appointment, whichever is greater.~~

Upon completion of the trial period in accordance with Article 11.02, the employee shall have a performance appraisal and dependent on the results of this review the employee shall 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 shall be the date of their eligibility for further annual performance appraisals and increments.

9.01 General Holidays

- * **9.01.01** Temporary, part-time or permanent employees working less than full-time hours who have completed thirty (30) days continuous service, or who have completed thirty (30) working days with the Employer in the preceding twelve (12) months, shall be entitled to receive 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 shall be paid for the general holidays to which they are entitled ~~at their regular rate of pay in accordance with the Employment Standards Code of Alberta~~ **calculated as 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 lump-sum, 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 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 receive the recognized general holidays for which they are eligible, with pay, 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 on approved leave for a period of ~~ten (10) working~~ **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 the majority of its employees, the employee may be allowed off on such day. If this is not possible, the employee may be allowed a 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 shall receive a day's pay in lieu of the general holiday.

* **9.01.02.02** If during a period of sick leave of ~~ten (10)~~ **fourteen (14) calendar** days or less, a workday is coincident with a general holiday or lieu day, the employee shall receive such day paid as a general holiday and remaining days shall be paid from applicable sick leave entitlement.

9.02 Vacations

9.02.02

b) Other employees (except temporary employees):

**** v. When recruiting externally for positions classified as Professional Services 3, 4 or 5, the Employer may recognize a successful external applicant's directly related work experience for the purposes of granting one (1) additional week of vacation entitlement to that provided in 9.02.02 b) i.**

**** 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

*** 9.04.01 Union Leave Without Pay**

An employee elected as a delegate to Union conventions, seminars, or training sessions **or otherwise invited to attend Union meetings** shall be granted a leave of absence without pay. **The Union shall make the leave request to EPL Human Resource Services no later than fourteen (14) calendar days prior to the commencement of the leave.**

Where absence of more than one (1) employee creates a staffing problem within a service point/division this provision shall be limited to one (1) employee.

*** 9.05 Bereavement Leave**

All employees, except temporary employees, shall be granted time off ~~immediately prior to or following a funeral~~ **for bereavement leave** in accordance with the following:

*** 9.05.01** When a death occurs in an employee's immediate family, that is,

- current spouse/**common law partner**,
- 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,

or a related dependent of the employee, the employee on request, shall be excused for up to three (3) regularly scheduled consecutive 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) days.

**** 9.05.02 Bereavement leave shall 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 an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period. 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.

* **9.05.023** A half (0.5) day leave with pay ~~may~~ **shall** be granted to all employees, except temporary employees, ~~who attend the funeral of a relative exclusive of~~ **for bereavement leave 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.

~~**9.05.03** The word "funeral" when used in respect of bereavement leave shall include initial memorial service which is held in conjunction with a cremation.~~

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 shall be eligible for Bereavement Leave while on Vacation Leave or Leave of Absence with pay.

* **9.08 Maternity and Parental Leave**

Maternity leave is the unpaid voluntary leave relating to the birth of a child.

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

An employee on maternity and/or parental leave shall not lose seniority.

NOTE: For the purpose of this section, the City's Disability Plans shall mean the City of Edmonton's Disability Plans and shall include the Income Protection and Long Term Disability Plan.

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

* **9.08.01** The Employer shall grant maternity **and/or** parental leave in accordance with the following: Upon written application to their Manager, maternity **and/or** parental leave will be granted to employees employed for at least ~~twelve (12)~~ **ninety (90)**

~~consecutive months~~ **days**. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity **and/or** parental leave, the employees will be deemed to have resigned their position and the Employer will be under no obligation to provide future employment.

* **9.08.02** Maternity leave shall be for a maximum period of ~~fifteen (15)~~ **sixteen (16) consecutive** weeks. Parental leave shall be for a maximum period of ~~thirty-seven (37)~~ **sixty-two (62)** weeks. Birth mothers shall be eligible to combine ~~such~~ **both maternity and parental** leave for a period of ~~up to fifty-two (52)~~ **seventy-eight (78)** weeks. ~~A birth mother, who takes both maternity and parental leave, must taken the leaves consecutively.~~

* **9.08.03** Maternity leave shall be applied for in writing not less than two (2) weeks prior to ~~the date maternity leave is to commence~~ **commencement of such leave**. ~~Such leave may commence~~ **Maternity leave can begin** at any time ~~up to~~ **within the** ~~twelve (12)~~ **thirteen (13)** weeks prior to the estimated date of delivery **and no later than the date of birth**.

If an employee is unable to perform the duties of their position or such alternate position as may be made available, for which they are qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.

* **9.08.04** Parental leave shall be applied for in writing not less than two (2) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the date of birth, or the date an adopted child is placed with the parent(s).

* **9.08.05** Except in the case of employees as stipulated below, maternity **and/or** parental leave shall be without salary or sickness allowance, ~~but employees on such leave will not lose seniority.~~

Employees who are members of the City's Disability Plans as provided for in this Collective Agreement and provide medical evidence satisfactory to the Employer to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the City's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt

of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the City's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plan during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.

Upon production of a medical certificate, an employee may commence sick leave prior to their estimated date of delivery. Such sick leave shall not be considered part of maternity **and/or** parental leave.

- * **9.08.06** Whenever employees are absent for more than the approved period of maternity **and/or** parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Employer, they shall automatically be deemed to have terminated their employment when said period expires.
- * **9.08.07** Employees returning from maternity **and/or** parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide the Employer with as much notice as possible but not less than four (4) weeks notice prior to their return to work.

If the same position is not available due to closure of a service point/division or a re-organization, then a comparable position will be found and the Union will be notified.

- * **9.08.08** Employees who choose the option provided in Article 9.04.01 in Part II of this Collective Agreement are required to pay both the Employer and the employee portions of applicable benefits when employees are granted leaves of absence without pay ~~in excess of ten (10) consecutive working days~~ **for a period of one (1) complete pay period or more**. Arrangements are to be made through the Human Resource Services Division before **the** leave of absence commences.

**** 9.12 Compassionate Care Leave**

~~An employee may request a leave of absence without pay of up to eight (8) weeks while accessing the compassionate care benefits provided by Employment Insurance to care for a seriously ill family member in accordance with the terms of that program. Such request will be considered in light of operational requirements and will not be unreasonably denied.~~

Additional Leaves of Absence Without Pay

Employees will be eligible for any additional Leaves of Absence without pay as provided by, and in accordance with, the Alberta Employment Standards Code. All such leaves are subject to the eligibility, terms and conditions of the leave as determined by the Alberta Employment Standards Code. Should one of the examples of leaves indicated below no longer be provided by the Alberta Employment Standards Code, the example of the leave provision shall no longer apply.

Examples of leaves of absence without pay provided by the Alberta Employment Standards Code include:

- **Compassionate Care Leave**
- **Domestic Violence Leave and**
- **Critical Illness Leave.**

13 POSTING AND FILLING VACANCIES

*** 13.03**

The Employer shall have the right to fill vacancies which result from:

- a) reversions from a trial period,
- b) terminations of employment during a probation period,
- c) employees vacating temporary positions, or
- 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 position is of the same 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 three (3) months from the date of an appointment.

16 DISPUTE RESOLUTION PROCESS

16.04 Formal Review Stage

* **16.04.07** The employee, ~~the~~ Union or the Employer may conclude a formal review at any time by written notice to the other party(ies). ~~If agreement is not achieved and if the grievance is not withdrawn, the parties will exchange final submissions no later than fifteen (15) working days after notice is received.~~

16.05 Arbitration Stage

16.05.01 The Union or the Employer may refer any grievance (including policy grievances) to arbitration if it has not been resolved by formal review. A grievance may only be referred to arbitration if it has been properly processed in accordance with the procedures, time limits, and restrictions contained in the Dispute Resolution Process.

16.05.02 A referral to arbitration shall be initiated in writing no later than thirty (30) working days after the conclusion of the formal review stage.

16.05.03 Grievances referred to arbitration by the Union shall be submitted to the CEO, with a copy to the Director, Human Resource Services Division.

16.05.04 Grievances referred to arbitration by the Employer shall be submitted to the President of the Union.

16.05.05 The parties may mutually agree to refer a grievance to a one (1) person arbitration board. If the parties fail to agree the grievance shall be referred to a three (3) person arbitration board.

16.05.06 The party referring a grievance to arbitration shall notify the other party of:

- a) its willingness to use a one (1) person arbitration board; or
- b) its appointee to a three (3) person arbitration board; and
- c) the details of the grievance including the issues in dispute, the interests of the grieving party, the article or articles of the Collective Agreement which are alleged to have been violated, and the remedy requested.

16.05.07 The responding party shall notify the other party within ten (10) working days of its willingness to use a one (1) person arbitration board or its appointee to a three (3) person arbitration board.

- 16.05.08** If the responding party fails to respond within ten (10) working days of the referral to arbitration, the Director of Mediation Services (or as otherwise stipulated by the Alberta Labour Relations Code) shall select the appointee upon the request of the other party.
- * **16.05.09** ~~If the parties agree to refer the grievance to a single arbitrator, the Union and the Employer shall select the a chairperson of the arbitration board~~ **mutually agreed-upon arbitrator** within ~~ten (10)~~ **twenty (20)** working days of notification from the responding party, ~~from a roster approved by the parties on an annual basis. If the parties do not agree on the selection, selections from the roster shall be drawn at random~~ **the arbitrator shall be appointed by Mediation Services (Government of Alberta).**
- ** **16.05.10** If the parties agree to refer the grievance to a three-person arbitration board, the Union and the Employer shall 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) shall select the chairperson upon the request of either party.
- ** **16.05.11** 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 shall be appointed in accordance with the above procedure. Appointment shall 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 shall be made by Mediation Services (Government of Alberta) upon the request of either party.
- * **16.05.12** No person shall 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.
- * **16.05.13** Each party shall bear the expense of its respective member and shall bear one half (0.5) of the expenses of the chairperson of the arbitration board.

- * **16.05.14** ~~The final submissions exchanged by the parties at the end of the formal review stage shall not be entered as evidence at arbitration, but may form the basis of an agreed statement of facts~~ Arbitration hearing dates shall be determined within twenty (20) working days of the appointment of the arbitration board.
 - * **16.05.15** Prior to the arbitration hearing, the parties shall attempt to prepare an agreed statement of facts for submission to the arbitration board.
 - * **16.05.16** The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
 - * **16.05.17** The arbitration board shall hear the grievance and render a decision within twenty (20) working days of the hearing. Written reasons for the decision shall be provided within sixty (60) working days.
 - * **16.05.18** The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.
 - * **16.05.19** The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
 - * **16.05.20** The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.
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23 PART-TIME EMPLOYEES HEALTH CARE SPENDING ACCOUNT/ FLEXIBLE SPENDING ACCOUNT

- * **23.01** The Employer shall provide a Health Care Spending Account (HCSA)/Flexible Spending Account (FSA) to eligible part-time employees who have completed their probationary period and are actively at work in the qualifying pay period. ~~(Note: Flexible Spending Account option is effective December 25, 2016).~~ Actively at work means those part-time employees who are at work for all or a portion of the qualifying pay period and includes those employees who are on maternity or parental leave, sick leave for part-time employees, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the qualifying pay period.

- * **23.02** Eligible part-time employees will be provided with an HCSA/FSA **in the amount of \$390.00** commencing the first pay period of each year. ~~as per the table below:~~

Effective Date	Eligible Amount
December 30, 2012	\$250.00
December 27, 2015	\$320.00
December 25, 2016 (and for the remainder of this Collective Agreement)	\$390.00

Eligible part-time employees who complete their probationary period after the first pay period in the year, but before the pay period in which July 1 occurs, shall be provided with an HCSA/FSA ~~as per the table below:~~ **in the amount of \$195 in the pay period in which July 1 occurs.**

Effective Date	Eligible Amount
December 30, 2012	\$125.00
December 27, 2015	\$160.00
December 25, 2016 (and for the remainder of this Collective Agreement)	\$195.00

- * **23.03** The HCSA/FSA credits (dollars) will be deposited in a lump sum to each part-time employee's account in accordance with the timelines specified, depending on when the employee becomes eligible for the HCSA/FSA.

- * **23.04** To qualify for reimbursement from the HCSA, the expense must be:

- a) A qualifying medical expense under the Income Tax Act (Canada);
- b) Incurred after the date the HCSA credits (dollars) have been deposited to the eligible ~~permanent~~ **part-time** employee's account; and
- c) All other sources of reimbursement must have been accessed first.

23.05 Expenses may be submitted on behalf of eligible dependents as listed in Part II, Article 9.02.04 of the Collective Agreement.

23.06 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.

23.07 At the end of the Policy Year, unused HCSA credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.

23.08 All provisions of the plan will comply with Canada Revenue Agency requirements for HCSA/FSA.

- 23.09** The Employer will prepare and arrange for the preparation of communication material outlining the terms and conditions of the plan.
- * **23.10** Eligible employees shall only receive a HCSA/**FSA** deposit at the beginning of each Policy Year or **a FSA deposit at the beginning of** in the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, employees who leave the employ of the Library and return within the same Policy Year.
- * **23.11** For the purposes of the administration of the HCSA/**FSA** the phrase “Policy Year” refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2016 Policy Year begins December 13, 2015 and ends December 10, 2016.
- * **23.12** ~~Effective December 25, 2016, e~~Employees shall be given the option of having the dollar values referenced in this section as a Health Care Spending Account, **or** having it paid out as taxable income (**Flexible Spending Account**). Employees shall make an election once **a year**. Should an employee not make an election, the default shall be the amount will be paid out as taxable income.

HOUSEKEEPING

The following revisions are made to Part II – Health and Welfare Benefits:

* **2.03.01**

- amend corresponding clause:

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the review panel must be consistent with the provisions of Part II Article **89.02** – Limitations and Exclusions.

* **2.07**

- amend corresponding clause:

The maximum monthly benefit payable shall not exceed ~~four~~ **five** thousand dollars (~~\$4,000.00~~) (**\$5,000.00**). The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

*** 6 SUPPLEMENTARY HEALTH CARE PLAN**

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless the employee is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan. Employees who are eligible for membership but do not become members of the Supplementary Health Care Plan as of their eligibility date, due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan ~~within thirty days of~~ **after** a Life Event. Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within thirty days of a Life Event. The member shall pay thirty percent (30%) of the premium by payroll deduction and the City shall pay seventy percent (70%) of the premium.

*** 6.05 Health Care/Flexible Spending Account**

The Employer shall provide a Health Care/Flexible Spending Account as follows:

- * 6.05.01 Each eligible permanent full-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$780.00 commencing the first pay period of each year.**
- * 6.05.02 Each eligible permanent non-full-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$390.00 commencing the first pay period of each year.**
- * 6.05.03 To be eligible for the \$780 or \$390, permanent full-time or permanent non-full-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.**
- * 6.05.04 Permanent full-time and permanent non-full-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in**

which July 1 falls in the payroll year will be provided with a Health Care/Flexible Spending Account of \$390.00 for permanent full-time employees and \$195.00 for permanent non-full-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.

- * **6.05.05** The Health Care/Flexible Spending Account credits (dollars) will be deposited in a lump sum to each eligible permanent full-time employees' and permanent non-full-time employees' account **in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care/Flexible Spending Account.**

- * **6.05.06** To qualify for reimbursement from the Health Care/**Flexible** Spending Account, the expense must be:
 - i) a qualifying medical expense under the Income Tax Act (Canada);
 - ii) incurred after the date the Health Care/**Flexible** Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
 - iii) all other sources of reimbursement must have been accessed first.

- 6.05.07** Expenses may be submitted on behalf of eligible dependents as listed in Part II, Article 9.02.04 of the Collective Agreement.

- 6.05.08** All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.

- * **6.05.09** At the end of the Policy Year, unused Health Care/**Flexible** Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.

- 6.05.10** All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care/Flexible Spending Accounts.

- 6.05.11** The Employer will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 6.05.12** Eligible employees shall only receive a Health Care/Flexible Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent non-full-time employees who leave the employ of the Employer and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 6.05.13** For the purposes of the administration of the Health Care/Flexible Spending Account the phrase “Policy Year” refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2016 Policy Year begins December 13, 2015 and ends December 10, 2016.
- * **6.05.14** ~~EFFECTIVE DECEMBER 25, 2016: Once every 2 years,~~ **Each year**, employees will elect whether to have their spending account credited as a Health Care/**Flexible** Spending Account or to have the dollar value paid out as taxable income. Should an employee not make an election, the default shall be that the amount shall be paid out as taxable income.

-
- ** 9.02.03.09.01** The City will accept medical documentation from a Registered Midwife in Alberta for the purpose of adjudicating eligibility for disability benefits with the following criteria:
- the illness or injury is within the midwife’s scope of practice; and
 - the illness or injury must be such that it is a maternity related disability claim.
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LETTERS OF UNDERSTANDING

Letter of Understanding #1 – Student Pages – REVISE AND RENEW.

* 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

~~The rates of pay to apply to Student Pages shall be based on the minimum wage as established in the Government of the Province of Alberta current Minimum Wage Order. Changes in these rates will result only from a change in the minimum wage by the Provincial Government, or to this LOU as determined through negotiation between the Employer and the Union. during the negotiation of a new Collective Agreement.~~

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 computers ~~technology~~, such for as 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 ~~six~~ **twelve (12)** month probationary period. **Student Pages who do not meet the requirements of the position shall be separated from employment.** ~~This probation shall not be extended.~~

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:

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).

Memorandum Only: Student Pages employed by the Employer on the date of ratification will be “red circled” until their current rate of pay falls within the rates of pay and years of service in LOU #1.

Letter of Understanding #2 – Work Experience Programs - REVISE AND RENEW

*** WORK EXPERIENCE EDUCATION PROGRAMS**

Post-Secondary Institutions:

It is agreed by the parties that the Edmonton Public Library may participate in Work Experience ~~Education~~ Programs with Alberta post secondary institutions or those institutions available to residents of Alberta through distance education and e-learning. Preference will be given to students attending local institutions.

Notwithstanding the foregoing the Employer may approach the Union to consider other post-secondary institutions by agreement of both parties.

Junior and Senior High Schools:

It is agreed by the parties that the Edmonton Public Library may participate in the Work Experience Education Programs of the Edmonton Public School Board and the Edmonton Catholic School District.

It is agreed that participation in this program at the Junior and Senior High School level must adhere to the following criteria:

- a) The participating student is in at least Grade 9.
- b) There will be no more than thirty (30) student placements with the Edmonton Public Library in each calendar year.
- c) There will be no more than two (2) student placements at any service point/division at any one (1) time.
- d) The participating student will only be scheduled when the Manager or Library Services Coordinator is present to supervise. When this is not possible, a supervisor must be present.
- e) Responsibility for training the participating student lies with the Manager or Library Services Coordinator.
- f) The main job duties will be similar to the job duties of a Student Page, however it is agreed that the purpose of the work experience program is to expose students to a variety of positions and functions within the Edmonton Public Library and as a result the student may shadow other positions within the Edmonton Public Library.
- g) The Union will be notified of all Junior and Senior high school work experience placements.
- h) The Edmonton Public Library may participate in the "National Take Our Kids to Work Day" Program.
- i) Any additional work experience placements will be subject to the agreement of the parties.

Other Work Experience Programs:

It is agreed by the parties that the Edmonton Public Library may participate in work experience programs with non-profit/community organizations where the work experience program seeks to reduce barriers to employment for persons included in one or more of the following:

- **Persons with disabilities**
- **Indigenous peoples**
- **Members of visible minorities**
- **Newcomers to Canada**

It is agreed that participation in this program with non-profit/community organizations must adhere to the following criteria:

- a) There will be no more than six (6) placements with the Edmonton Public Library in each calendar year.**
- b) There will be no more than one (1) placement within a service point/division at any one (1) time.**
- c) The duration of these work placements shall not exceed 120 calendar days.**
- d) The participant will be appropriately orientated, trained and supervised.**
- e) Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include tasks which would normally be considered to be bargaining unit work.**
- f) The Union will be notified of all placements.**
- g) Any additional work experience placements will be subject to the agreement of the parties.**
- h) Prior to each work experience placement the Manager and the sponsoring non-profit/community organization shall discuss and determine any additional supports which may be required to support a successful work experience placement. This may include adjusting the placement location, supervision, schedule and/or assignment of duties depending on the individual needs of the participant as well as requiring additional supervision/job coaching/other assistance and support from the non-profit/community organization.**

The terms and conditions of all Work Experience ~~E~~ducation Programs, such as wages and working conditions, shall be determined by the Library and institution involved.

It is further agreed that the job security of employees included in the scope of this Collective Agreement shall in no way be affected.

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

Letter of Understanding #3 – Job Security - RENEW

Letter of Understanding #4 – Volunteers - RENEW

Letter of Understanding #5 – Flexible Hours of Work – REVISE AND RENEW

*** 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:

- a ~~Community Librarian~~;
- a ~~Youth Services Librarian~~;
- **a Librarian (e.g. Community, Youth Services, Digital Initiatives);**
- **a Library Services Coordinator;**
- **an Indigenous Relations Advisor;**
- Marketing and Fund Development; and
- **a Systems Analyst**

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

Future postings shall 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 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 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.

Letter of Understanding #6 – Shift Exchanges - RENEW

Letter of Understanding #7 – Call-In Employee – REVISE AND RENEW

*** CALL-IN EMPLOYEE**

The purpose of this Letter of Understanding is to provide a pool of staff to occasionally fill in for short term absences when permanent or part-time employees are not available to work the available hours of work.

- a) The parties agree to create the following category of employee:

“Call-In Employee” shall mean an employee hired to work on a casual and as required basis to carry out short term assignments ~~for the purpose of filling in for~~ **(e.g. covering off short term absences).**”

- b) Temporary employees as defined in the Collective Agreement may also work on a casual and as required basis to carry out short term assignments **(e.g. covering off short term absences)** ~~for the purposes of filling in for short term absences.~~ The parties agree that such assignments shall be considered as extenuating circumstances as per the Collective Agreement.
- c) Call-In and temporary employees shall carry out such short term assignments on an as required basis provided that all available hours of work shall first be offered and wherever possible provided to all permanent or part-time employees in accordance with the current practices, but not to the extent that it would require employees to work overtime.
- d) Call-In and temporary employees will not work overtime unless there is an emergent need.
- e) Call-In employees will be paid within the level specified in the Collective Agreement Schedule of Wages for the classification they are assigned and work within and will receive vacation and general holiday pay in accordance with the Employment Standards Code.

Call-In employees shall be excluded from the following provisions in the Collective Agreement: 7.03, 7.05.09, 8.01, 9.05, 10.02, 11, 12.04, 13 and 14 and shall be excluded from any provisions of the Collective Agreement to which temporary employees are excluded. Except as provided herein all other provisions of the Collective Agreement shall apply.

- f) Call-In employees shall be paid each pay period, provided they have worked shifts within that pay cycle.
- g) The Employer agrees to deduct from the wages of each employee covered under this Letter of Understanding either the standard union dues as deducted under the Collective Agreement or if the employee earns less than two hundred and fifty dollars (\$250.00) in a pay period, a single standard amount for union dues shall be deducted as provided under the Union Bylaws. The current rate is two dollars and thirty cents (\$2.30) per two week pay period. The Union will advise the Employer if this rate changes. The process for deducting and remittance of union dues will be the same as for other bargaining unit employees. The process for advising the Union of members from whom deductions have been made will remain unchanged.

- h) Unless on an approved leave of absence, a Call-In employee who has not worked ~~any hours in the past~~ **a minimum of ten (10) hours within a twelve (12) three (3) months period** will no longer be considered a Call-In employee and will have their employment terminated.
- i) If issues arise around the administration of this program, the parties agree to meet and try to resolve the issues. If the issues cannot be resolved within a reasonable period of time, either party may terminate this Letter of Understanding by providing ninety (90) calendar days notice.
- ~~j) A formal communication strategy will be prepared to announce to all Library employees: the purpose of the Call-In program, the guiding principles under which the Call-In program will operate, and the method in which additional hours of work will be made available to employees.~~
- j) Upon request, the Employer will provide the Union with a report on the utilization of Library Call-In employees. The report will include a list of all Library Call-In employees and will set out the hours worked by each employee, the classification worked, the pay level, the location, and the reason for the assignment of the hours.
- k) It is understood and agreed that the utilization of the Call-In employees shall not cause any staff reduction or reduction in scheduled hours of work in permanent and part-time employee classifications.

**Letter of Understanding #8 – Flexible Hours of Work – Indigenous Relations
Advisor – Add to LOU 5 and REMOVE**

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

**** HEALTH AND SAFETY LIAISONS (HSL's)**

To increase awareness and sharing of occupational health and safety information throughout EPL, designated branches shall 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 EPL and staff and promote health and safety at EPL locations.

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 LOU shall be determined by the Health and Safety Committee (HSC).
- c) Employee HSL representatives shall be appointed by the Union after a call for volunteers has been issued at the Library branch.
- d) 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.

**** Letter of Understanding #9 – Scheduling at EPLgo Locations – NEW – REPLACES LOU 9**

During the term of the Collective Agreement, the parties commit to establishing a Joint Committee to review and provide cost neutral options regarding scheduling practices and/or other alternatives to eliminate or significantly reduce instances of staff working by themselves in EPLgo locations.

- 1) The Committee will consist of three (3) members representing the Edmonton Public Library and three (3) members representing Civic Service Union 52, one of whom will be a CSU 52 Labour Relations Officer. One (1) additional member for each side may participate upon agreement by the primary representatives of the parties.
 - 2) The Committee will be formed and meet to set an agenda no later than (date to be established as 2 months from ratification). The review process and further timelines will be determined at the discretion of the Committee.
 - 3) The Committee will present its findings, options and recommendations for implementation to the Labour / Management Consultation Committee.
-

Letter of Understanding #10 – General Holiday Pay for Employees Working Less Than Full Time Hours - REMOVE

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)

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

AGREED THIS 22 day of June, 2021

Civic Service Union 52

[Redacted Signature]

Joe Childs, Chief Negotiator/Director, Labour Relations

[Redacted Signature]

[Lori Jeffery-Heaney \(Jun 22, 2021 12:50 MDT\)](#)

Lori Jeffery-Heaney, Contractual Unit Director, EPL

[Redacted Signature]

Amanda Pickett, Labour Relations Officer

[Redacted Signature]

[Andrea Thompson-Dick \(Jun 22, 2021 12:10 MDT\)](#)

Andrea Thompson-Dick, Member-at-Large

The Edmonton Public Library Board

[Redacted Signature]

Russell Smith, Chief Spokesperson/Senior Negotiator

[Redacted Signature]

Candice Boer, Human Resource Consultant

[Redacted Signature]

Mike Lewis, Director, Human Resource Services

[Redacted Signature]

Tina Thomas, Executive Director, Customer Experience

[Redacted Signature]

Richard Thornley, Manager, Stanley A. Milner Library