

**MEMORANDUM OF AGREEMENT**

Between

**EDMONTON PUBLIC LIBRARY**

And the

**CIVIC SERVICE UNION 52**

The undersigned agree to recommend ratification of this Memorandum of Agreement to their principals for a five (5) year agreement, commencing on the effective date of the successor agreement and expiring December 22, 2018, understanding that non-acceptance of the Memorandum and its attachments by either party shall nullify the established positions.

This Memorandum, if ratified, shall become effective in accordance with the provisions of the Alberta Labour Relations Code.

1.	<p><b>General Wage Increase:</b></p> <p>The parties agree that Appendix I – Schedule of Wages - shall be subject to a general wage increases as follows:</p> <p><b>2014</b> Effective December 29, 2013 – 2.0%</p> <p><b>2015</b> Effective December 28, 2014 – 2.25%</p> <p><b>2016</b> Effective December 27, 2015 – 2.75%</p> <p><b>2017A</b> Effective December 25, 2016 – 2.0%</p> <p><b>2017B</b> Effective June 25, 2017 – 1.0%</p> <p><b>2018</b> Effective December 24, 2017 – 3.0%</p>
2.	<p><u>ALL – Amend to adjust all references of</u></p> <ul style="list-style-type: none"><li>- “he” and “she” and “he/she” to “they”</li><li>- “him” and “her” and “him/her” to “them”</li></ul>
	<p><b>ITEMS #3 and #4 regarding Health Care/Flexible Spending are effective December 27, 2015.</b></p> <p><b>After consultation with the Union, the City shall advise on the parameters around when and how frequently payouts shall occur should an individual choose to have their flexible spending account paid out as taxable income.</b></p>

3

Amend Article 23 as follows:

23 PART-TIME EMPLOYEES HEALTH CARE/**FLEXIBLE** SPENDING ACCOUNT

23.01 ~~Effective December 30, 2012,~~ Part-time employees, upon completion of probation, shall be provided with a Health Care Spending Account (HCSA) in the amount of ~~two hundred and fifty dollars \$250~~ **\$320 (moving to \$390 effective December 25, 2016)** commencing the first pay period of each year.

23.02 To be eligible for the HCSA, the employee must 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.

23.03 Part-time employees who complete the probationary period after the first pay period in the year but before the pay period in which July 1 occurs shall be provided with a HCSA in the amount of ~~one hundred and twenty five (\$125)~~ **\$160 (moving to \$195 effective December 25, 2016)** provided 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 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.

23.04 The HCSA credits (dollars) will be deposited in a lump sum to each part-time employee's 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 HCSA.

23.05 To qualify for reimbursement from the HCSA, the expense must be:

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

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

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

23.08 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.

23.09 All provisions of the plan will comply with Canada Revenue Agency requirements for HCSA.

23.10 The Employer will prepare and arrange for the preparation of communication material outlining the terms and conditions of the plan.

23.11 Eligible employees shall only receive a HCSA 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, employees who leave the employ of the Library and return within the same Policy Year.

23.12 For the purposes of the administration of the HCSA 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 2013 Policy Year begins December 16, 2012 and ends December 14, 2013.

**23.13 Effective December 25, 2016, 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. Employees shall make an election once every 2 years. Should an employee not make an election, the default shall be that the amount shall be paid out as taxable income.**

4 Part II 6.05 – Health Care/**Flexible** Spending Account

Health Care/**Flexible** Spending Account

The City shall provide a Health Care Spending Account as follows:

6.05.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of ~~\$500.00~~ **\$640 (moving to \$780 effective December 25, 2016)** commencing the first pay period of each year.

6.05.02 Each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of ~~\$250.00~~ **\$320 (moving to \$390 effective December 25, 2016)** commencing the first pay period of each year.

6.05.03 To be eligible for the ~~\$500 or \$250~~ **amounts referenced in 6.05.01 and 6.05.02**, permanent full-time or permanent part-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 part-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 Spending Account of ~~\$250.00~~ **\$320 (moving to \$390 effective December 25 2016)** for permanent full-time employees and ~~\$125.00~~ **\$160 (moving to \$195 effective December 25, 2016)** for permanent part-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 Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's 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 Spending Account.

6.05.06 To qualify for reimbursement from the Health Care 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 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 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 Spending Accounts.

6.05.11 ~~The City~~ **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 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 part-time employees who leave the employ of the City 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 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 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

**6.05.14 Effective December 25, 2016, 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. Employees shall make an election once every 2 years. Should an employee not make an election, the default shall be that the amount shall be paid out as taxable income.**

CSU 52 and Edmonton Public Library Memorandum of Agreement

Once ratified by both parties, the agreement on this cover page, together with the attachments to amend the existing collective agreement and all issues signed by the parties during negotiations will constitute the 2014 – 2018 collective agreement and settlement of all outstanding issues.

All articles in the 2011-2013 collective agreement including all Addenda and Letters of Understanding (including those signed during the life of the agreement), not amended by this Memorandum or its attachments are brought forward with no changes to the 2014 – 2018 collective agreement.

All changes are effective on the first day of the pay period following ratification by both parties unless otherwise specifically noted.

SIGNED THIS 23 day of December, 2014.

CSU 52

Edmonton Public Library

Joe Childs

[Signature]

**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

Amend 3.07

**3.07 Level**

The word "level" shall mean positions grouped together according to the job rank and evaluation procedures.

**The Employer utilizes a job classification system in which jobs are grouped together into "job families" and then assigned a classification level according to compensable factors.**

**The word "level" refers to the classification ranking of any single position within the job family.**

AGREED:

Date:

*Oct 20, 14*

CSU 52

*Jon Chubb*

Edmonton Public Library

*[Signature]*

For Collective Bargaining  
Changes to the Collective Agreement

Expiration Date December 28, 2013

Between

Civic Service Union 52

And

The Edmonton Public Library

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

**5.04 Names of Business Agents, and Shop Stewards and Mailout Representatives**

A list of Business Agents, ~~and Shop Stewards and Mailout Representatives~~, including the work location of the Shop Stewards and Mailout Representatives, will be sent to Human Resource Services Division on ~~an annual~~ a quarterly basis.

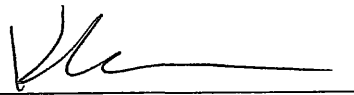
On behalf of The Edmonton Public Library:

  
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Date:

~~Oct 17/14~~  
Oct 23/14

On behalf of Civic Service Union 52:

  
\_\_\_\_\_

Date:

October 23, 2014

**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

Create 5.05

**5.05 Employee Contact Information**

The Employer shall provide the Union with a list of employee names, personal phone numbers and 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 Agreement relative 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.

AGREED:

Date:

Oct 23 / 14

CSU 52

Edmonton Public Library

Joe Childs

[Signature]



For Collective Bargaining  
Changes to the Collective Agreement  
Expiration Date December 28, 2013  
Between  
Civic Service Union 52  
And  
The Edmonton Public Library

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

**7.03 Shift Work**

~~Work periods that are subject to regular change shall be considered as shift work. The shift schedule shall extend for a period of at least twenty-eight (28) days and shall be posted a minimum of twenty-eight (28) days in advance.~~

**An employee's shift schedule will be for a minimum of twenty-eight (28) days.**

**At any time, an employee will have view of their posted schedule for a minimum of the next twenty-eight (28) days.**

**Shift schedules will be maintained ongoing so that the employee's schedule view is continuous as a posted document.**

Shift schedules may be altered with less than one (1) week's notice to meet emergent situations.

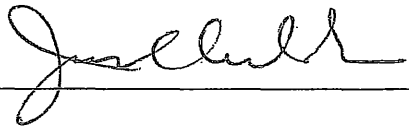
On behalf of The Edmonton Public Library:



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Date: Dec 9 2014

On behalf of Civic Service Union 52:



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Date: Dec 9/14

**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

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Create 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 shall have their anniversary date for wage increment purposes extended by the same number of days.

AGREED:

Date: Oct 20, 2014

CSU 52

Joe Childs

Edmonton Public Library

[Signature]

**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

Amend 9.01

9.01 General Holidays

The following days shall be recognized as general holidays for the purpose of this Collective Agreement. All employees except those specified in Article 9.01.01 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,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day,

and all general holidays proclaimed by the City of Edmonton, the Government of Alberta or the Government of Canada.

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

AGREED:

Date:

Oct 20/14

CSU 52



Edmonton Public Library



**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

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Amend 9.02.10

9.02.10 Vacation Carry Over

~~On an employee's vacation anniversary date~~ At the end of the first full pay period of the calendar year, the maximum allowable carry-over shall be one (1) years' vacation entitlement ~~plus the equivalent of an employee's regular bi-weekly hours of work.~~

AGREED:

Date: Oct 20/14

CSU 52



Edmonton Public Library



**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

Amend 9.02.11

**9.02.11 Deferred Vacation**

Employees shall be entitled to save and defer to a future vacation period, a maximum accumulation of three (3) weeks in addition to that specified in Article 9.02.10, subject to the needs of the operation and the written approval of the Employer. ~~Chief Executive Officer (CEO) or designate.~~ Such deferred vacation shall be paid at the employee's prevailing salary when taken.

AGREED:

Date:

Oct 20/14

CSU 52

Edmonton Public Library

Joe Childs

[Signature]

**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

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Amend 13.03

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

- a) reversions from a trial period, ~~or~~
- b) terminations of employment during a probation period, ~~or~~
- c) employees vacating temporary positions, ~~or~~
- d) resignations, promotions or transfers**

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.

AGREED:

Date: Oct 20/14

CSU 52

Edmonton Public Library





**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Employer 2014 Negotiations**

Amend 14.05

14.05

~~An employee promoted or transferred from one (1) service point/division of the Library to another shall not exercise seniority for the purposes of vacation choice during the first calendar year of employment in the new service point/division.~~

**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: December 9, 2014

CSU 52

  
\_\_\_\_\_

Edmonton Public Library

  
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**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Library 2014 Negotiations**

Amend Part II, Article 6.02.05

**PSYCHOLOGIST/MASTER OF SOCIAL WORK**

The services of a clinical psychologist or a Master of Social Work engaged in the treatment of a mental or emotional illness of a member or their dependents.

AGREED:

Date:

*Dec 22/14*

CSU 52

*Joe Chiles*

EDMONTON PUBLIC LIBRARY

*[Signature]*



**Attachment to the Memorandum of Agreement  
CSU 52/Edmonton Public Employer 2014 Negotiations**

Amend Letter of Understanding #1 Student Pages

Letter of Understanding #1

**Vacation:**

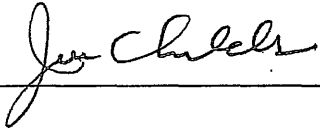
Upon commencement and during the first three (3) calendar years of employment, Student Pages shall be entitled to two (2) weeks of vacation, paid bi-weekly at four percent (4%) of their regular hours worked during the pay period.

On completion of three (3) calendar years of employment, Student Pages shall be entitled to three (3) weeks of vacation, paid bi-weekly at six percent (6%) of their regular hours worked during the pay period.

AGREED:

Date: Oct 23/14

CSU 52



Edmonton Public Library

