

September 1, 2015

Reference No: 41-1ContractInterpretations2015  
43-1ContractInterpretations2015

**TO: All CSU 52 Members within The City of Edmonton and  
Edmonton Public Library**

**RE: Interpretation of Contractual Items**

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### **Leave for Medical and Dental Appointments**

City, Article 8.03.01.04 (EPL, reference Article 9.06):

Permanent and probationary employees will schedule and attend their medical and dental appointments on their own time. **Only when this is not possible will appointments be allowed on City time, without loss of pay, to a maximum of three hours.** Employees are expected to provide as much notice as possible and will not be obliged to make up the time spent away from work to keep the appointments.

*Bold added*

CSU 52's Interpretation:

MDL's – The Union's position on this clause is that members make every effort to book their medical and dental appointments on their own time. If this is not possible then you are entitled to make the appointment on company time. The issue concerning this clause is the interpretation of "when this is not possible." Management or the Union could take extreme positions and never agree on an interpretation, the Union believes both parties have to be reasonable in understanding and applying "when this is not possible" language. Please attempt to schedule that appointment in a manner that has the least effect upon the work day. Please also note that while you are allowed up to three (3) hours for an appointment, this is not an entitlement and the appointment should be as time limited as possible.

### **Earned Day Off**

City, Addendum #1, 6.04.07

Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days, **as mutually agreed.** Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their off day resulting from compressed hours of work.

*Bold added*

CSU 52's Interpretation:

EDO's – Please note that the employer may re-schedule an EDO if necessary due to workplace issues. The re-scheduling of the EDO has to be mutually agreed to between the employer and the member, if mutual

agreement cannot be reached then the EDO must be paid out at double time. It should be noted that it is the Union's position that EDO's not be re-scheduled to cover MDL's.

## **Vacation Carry-Over**

### City, Article 8.02.07

Subject to City Policy, an employee may be permitted to carry over vacation to the next year.

### City, Article 8.02.18

It is understood that no cash settlement will be made for vacation entitlement, except as may be mutually agreed between the City and the employee.

### City Policy – Vacation Carry-Over

Employees shall be permitted to carry over no more than one year's vacation entitlement to the following year. Employees who have accrued more than one year's worth of vacation entitlement, as at the last day of pay of the last pay period of the year, will be considered to be in excess. Please see OneCity Intranet, Administrative Directive – Vacation Management (Number A1115B; January 24, 2013).

### CSU 52's Interpretation

As per the Collective Agreement, members are entitled to carry over their current year's vacation entitlement into the next vacation year but will no longer be able to carry over any extra time above the current year's entitlement unless they have received special permission to do so. This policy of restricting any excess carry over has been clearly communicated to all members over a lengthy period of time. If you have excess vacation, please attempt to schedule it before the end of the year. If you are carrying over an abnormally high number of vacation days, you may have to work with your supervisor to develop a plan to use the vacation days in excess of one year's vacation entitlement.