

Collective Bargaining 2009

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CIVIC SERVICE UNION 52

Summary of Negotiated Changes to the Collective Agreement

A copy of the Memorandum of Agreement outlining the actual agreed to contract language is posted on the CSU 52 website for your review. This document is a summary of the changes to assist you in understanding the impact of the changes to the language. After reviewing this document, if you have any further questions, please attend the Information Session and the Negotiations Committee will be available to answer your questions.

The changes are addressed in the order that you find them in the Memorandum of Agreement.

1. Wages and Duration: Two year term:

2009 – 4.5% (retroactive to December 21, 2008)

2010 – 4.5% (effective December 20, 2009)

If ratified, the Collective Agreement will take effect on June 21, 2009 with wages retroactive to December 21, 2008.

2. Article 4.02.01 – Disciplinary Notices. The timeframe for the Board to issue discipline has been extended from five (5) days to ten (10) working days. This change was made to ensure that the Board has an appropriate amount of time to conduct a proper investigation if needed. The timeline for the Board to provide the Union with a copy of documented discipline has been changed to within four (4) working days from the date the documentation is provided to the employee.
3. Article 4.03 – Driving Accident Incident. Housekeeping. The word hereto removed to be consistent with plain language practices. No change to the meaning or intent of the article.
4. Article 5.01 – Union Recognition – Housekeeping. Language clarified that “hours” refers to “hours of work”. No change to the meaning or intent of this article.

5. Article 5.02 – No Discrimination. Language changed to mirror Alberta’s Human Rights, Citizenship and Multiculturalism Act (HRCMA.) Language was removed that had the possibility of being discriminatory. The language now reflects that there shall be no discrimination based on any of the protected grounds under the HRCMA, regardless of whether the disability affects the employee’s ability to perform their work, as the Board has a duty to accommodate.
6. Article 5.05 – New Employees. Language changed to reflect that a quarterly, not monthly, statement will be sent to the Union.
7. Article 5.06 – Names of Business Agents and Shop Stewards – New. A list of all Business Agents and Shop Stewards, including the work location of Shop Stewards, will be sent, from the Union Office, to Human Resources Services Division on an annual basis. This list will also be posted on the Staff Web.
8. Article 6.01.03 - Scheduling – New. Sets out a commitment by the Board, where operationally feasible, to grant employees two (2) consecutive days off every two (2) weeks and that employees will work no more than one (1) in three (3) Sundays, unless otherwise mutually agreed between employee and supervisor. It may not be operationally feasible in all branches; however, the Board has committed to a committee to review scheduling guidelines (see # 25.)
9. Article 6.02.06 – Banked Overtime. Language clarified to reflect the current practice that employees can credit their overtime bank to a maximum of their regular bi-weekly hours of work per banked overtime year.
10. Article 6.04 – Temporary Changes of Duties. This clause was rewritten for clarity. The main change is that all employees can now receive relieving pay after five (5) days. Assistant Managers do not need to relieve for twenty (20) days to receive the pay.

The language now states relieving pay for in-scope positions shall be one increment higher than the employee’s current pay, the initial salary of the relieved position, or 5%, whichever is greater. Relieving pay for management or out-of-scope positions will be a minimum of 5% after five (5) consecutive work days.

11. Article 6.05.01 – Shift Differential. Effective the first pay period following ratification the shift differential will increase from eighty (80) cents to eighty-five (85) cents.

Effective January 1, 2010, Article 7.02 (Sunday Work) will be deleted and all employees working on Sunday shall receive a shift differential of eight percent (8%) per hour to a maximum of \$3.00 per hour for all hours worked.

We understand that there may be a lot of questions surrounding Sunday Work. We ask that you please attend the Information Session on June 14, 2009 so the Committee can answer your questions.

12. Article 8.01.01 – Statutory Holidays. Language added to include Family Day and Civic Holiday was renamed to reflect its actual name: Heritage Day. Other housekeeping changes do not change the meaning or intent of the Article.
13. Article 8.02.06 – Vacation Carry Over. Language clarified to reflect the current practice that the maximum vacation carry over is one year's vacation entitlement plus the equivalent of an employee's regular bi-weekly hours of work.
14. Article 8.03.01 – Leave of Absence. Two changes. Language added to indicate that employees returning early from leave will give the Board as much notice as possible before doing so. Employees will be entitled to the same position at their current rate of pay unless there has been a closure of a service point or re-organization and then a comparable position will be found and the Union will be notified.
15. Article 8.03.06.01 and .02– Bereavement Leave. Language clarified to reflect that in extenuating circumstances, additional time may be granted. The language change does not effect the meaning or intent of the Article
16. Article 8.03.08.06 – Maternity and Parental Leave. Language changed to indicate that employees will give the Board no less than three (3) weeks notice prior to their return to work. Language also clarified to reflect that in the case of re-organization or service point closure a comparable position will be found and the Union notified.
17. Article 8.06 – Sick Leave for Part-Time Employees. Former Letter of Understanding has been incorporated into the Collective Agreement. No change to the benefit.
18. Article 13.04 – Seniority. Language changed to reflect that seniority lists will be posted annually, not semi annually, in conjunction with the vacation calendar.

Note: Up to date seniority lists are available on the Staff Web.

19. Article 15.12 – Dispute Resolution Process. Language added to reflect current practice that for consultation meetings the Director, Human Resource Services Division can appoint a designate to facilitate the meeting along with the Union.
20. Letter of Understanding #1 – Student Pages. Renewed with two changes. Rates of pay reflecting what was ratified under HAY: Step 1 minimum wage plus 15%; Step 2 minimum wage plus 20%; and Step 3 minimum wage plus 25%. Student Pages hired after January 1, 2010 will progress to Steps 2 and 3 by merit only.
21. Letter of Understanding #2 – Health and Welfare Benefits. Renewed.

There were two changes made under the City Agreement to Part II Health and Welfare Benefits:

- a) Part II - Article 6.05 - Health and Welfare Benefits – Health Care Spending Account.
Letter of Understanding #11 was incorporated into the Collective Agreement. Health Care Spending Account continues with no changes.
 - b) Part II – Article 8.02.03 – Health and Welfare Benefits – General Application of Plans.
Incorporation of language agreed to during the term of the last Collective Agreement. Removes a restriction on the payment of benefits under the Income Protection Plan and Long Term Disability Plan.
22. Letter of Understanding #3 – Work Experience Education Program. The Work Experience Education Program and the Work Experience Letter of Understandings have been combined into one. There was one change to the Junior and Senior High School Work Experience Programs. If a Manager or Assistant Manager is not present to supervise, the student can be scheduled if a supervisor is present.
 23. Letter of Understanding # 4 – Job Postings. New. Notices of vacancies will be emailed to all employees and posted on the Staff Web for seven (7) calendar days. The Board will discontinue posting hard copies of job postings unless requested to do so.

The Board has indicated that they would like to discontinue with hard postings of the notices of vacancies. We have entered into a letter of understanding for the term on this agreement which gives the Board the ability to email and post job vacancies on the Staff Web. If employees would like to continue having hard copies posted they must make a request to their Manager and the notices of vacancies will continue to be posted in their area. We will try this for the term of the Collective Agreement to see if it is agreeable to our membership.

24. Letter of Understanding #5 – Job Security – New. Sets out a commitment by the Board, as far as it is fiscally and operationally feasible, to maintain and also create full time positions. The Board will also notify the Union if any full-time positions are split into part-time positions.
25. Letter of Understanding #6 – Scheduling Review Committee – New. Sets out a commitment by the Board to establish a Joint Committee to review guidelines on scheduling and present findings to the Labour Management Consultation Committee. The Committee will be reviewing issues such as consecutive days of rest and scheduling on Sundays.
26. Letter of Understanding # 7 – Volunteers – New. Sets out a commitment by the Board that use of volunteers will not lead to the lay-off of any bargaining unit employees.
27. Letter of Understanding #8 – Red-Circled Employees (Hay Classification System) Benefits – New. We were unable to negotiate a lump sum payment for all red-circled employees. For employees red-circled after December 31, 2002, as a result of the Hay Classification System and who will not enter the pay schedule during the term of the 2009-2010 Collective Agreement we have negotiated a one-time payment in the first pay period of 2010 of \$1500. Part-time employees will receive \$750. We will send out letters to the red circled employees explaining the Letter of Understanding in greater detail.

HOUSEKEEPING

The Negotiations Committee and the Board have made some housekeeping changes to the Collective Agreement in an effort to make it more user friendly. The following are the general changes that are being made. As we would need to basically reproduce the entire Collective Agreement to show the changes we are listing the general changes in a chart. If you would like further information on these changes we can provide you with more information upon request:

For consistency change any reference from “Agreement” to “Collective Agreement”
Ensure consistency throughout the Collective Agreement in the use of “Board Representative” and “Union Representative”
Capitalize “union”.
Use “performance appraisal” rather than “review” throughout agreement.
Add “Article” before referencing an Article number and change “clause” to “Article”
Capitalize “negotiating committee”.
Change “SUB PLAN” to “SUB Plan”.
Change “Library Board” to “Board”
All current position titles referenced, e.g. Director, Human Resources, CEO

For consistency in the use of numbers all reference to numbers changed to the following format: sixty (60)
As necessary, added new headings for ease of reference. The headings do not change the intent or the meaning of the Articles.
As necessary, rearranged Articles to new locations for ease of reference. The changes do not change the intent or the meaning of the Articles.
As necessary, made numbering changes for ease of reference. The changes do not change the intent or the meaning of the Articles.
Alphabetized the definitions in Article 3.
An index will be added.
Formatting for ease of reading.

The following are the Housekeeping changes that are required as a result of the ratification and implementation of HAY:

28. Article 7.01.04 – Long Service Increment – deleted.
29. Article 8.02.02 – Vacations. Housekeeping. Job classification titles were changed to reflect HAY. No change to meaning or intent of the Article.
30. Article 17.01 – General Classification. The language was changed to reflect that there are now eight (8) levels in the classification scheme.
31. Article 17.03.02 – General Classification. Language clarified to reflect that the decision letter, coming from the CEO (correct job title) will give a description of the evaluation and the points assigned to each factor under the classification scheme. This change was made to reflect the Hay Classification System.