

COLLECTIVE AGREEMENT

between

The Edmonton Public Library

and

Civic Service Union 52

Duration: June 21, 2009 to December 18, 2010



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NOTES:

1. An asterisk (*) designates an Article that existed in the previous Collective Agreement which has been reworded.
2. A double asterisk (**) designates a new Article.

COLLECTIVE AGREEMENT

between

THE EDMONTON PUBLIC LIBRARY BOARD

(hereinafter called the "Board")

Party of the First Part

- and -

CIVIC SERVICE UNION 52

(hereinafter called the "Union")

Party of the Second Part

1 AMENDMENT AND TERMINATION

- * 1.01 This Collective Agreement shall be in full force and effect as of the 21st of June 2009 and continue in full force and effect to the 18th day of December 2010 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.
- 1.03 If amendment is desired, the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Collective Agreement shall remain in force until the process of collective bargaining has been completed, in accordance with the Labour Relations Code.

Changes in this Collective Agreement agreed upon by the parties, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to the Collective Agreement.

2 SCOPE

- 2.01 This Collective Agreement shall apply to all employees of the Edmonton Public Library, except those employees excluded in accordance with the Alberta Labour Relations Code.

3 DEFINITIONS

3.01 Collective Agreement Terms

All words, terms and definitions herein are used exclusively for the purpose of this Collective Agreement.

3.02 Continuous Employment

The words "continuous employment" shall mean employment for a minimum of twenty (20) hours in each consecutive week.

3.03 **Employee**

3.03.01 **Permanent Employee**

The words "permanent employee" shall mean any employee who has successfully completed probation and who is employed a minimum of twenty (20) hours per week from year to year. An employee who has achieved permanent status shall not lose that status merely by virtue of filling another position on a temporary basis.

3.03.02 **Part-Time Employee**

For the purposes of Part I of this Collective Agreement the words "part-time employee" shall mean any employee who has successfully completed probation and who works less than twenty (20) hours per week from year to year and is not eligible for benefits under Part II of this Collective Agreement.

3.03.03 **Temporary Employee**

The words "temporary employee" shall mean any employee hired for a specific term of less than twelve (12) months, except as noted in Article 10.02 or otherwise agreed to by the parties of this Collective Agreement.

3.03.04 **Probationary Employee**

The words "probationary employee" when used in this Collective Agreement shall mean any employee who is filling a permanent or part-time position and is serving the required probationary period.

3.03.05 **Over-ranged Employee**

"Over-ranged employee" when used in this Collective Agreement shall mean any employee whose regular rate of pay exceeds the maximum salary of their current position classification.

3.04 **Imminent Danger**

The phrase "imminent danger" shall mean danger which is not normal for that occupation or a danger under which persons engaged in that occupation would not normally carry out their work.

3.05 **Increment**

The word "increment" shall mean the difference between one (1) step of an employee's assigned pay range and the immediate next greater step of the same pay range.

3.06 **Interpretations**

In this Collective Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

- 3.07 **Level**
The word "level" shall mean positions grouped together according to the job rank and evaluation procedures.
- 3.08 **Position**
The word "position" shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.
- 3.09 **Promotion**
The word "promotion" shall normally mean the advancement of an employee to a position with a higher rate of pay than his present position.
- 3.10 **Regular Hours of Work**
The words "regular hours of work" shall mean the assigned daily hours of work, exclusive of overtime.
- 3.11 **Working Days**
"Working days" means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the Library Board.

4 MANAGERIAL RESPONSIBILITIES

- 4.01 **Managerial Rights**
The Union recognizes that it is the function of the Board to exercise the regular and customary function of management and to direct the working forces of the Board, subject to the terms of this Collective Agreement.
- 4.02 **Disciplinary Notices**
- * 4.02.01 The Board shall give an employee written notice of discharge, suspension or any other documented disciplinary action for just cause, stating the exact nature of the infraction and the evidence.
- Warning notices and notices of discharge, suspension or any other documented disciplinary action shall be provided to the employee within ten (10) working days of the infraction or from the date the infraction came to the attention of the Employer. A copy will be forwarded to the Union within four (4) working days of providing the documented disciplinary action to the employee.
- Notices and disciplinary action may be subject to the grievance procedure of this Collective Agreement.
- 4.02.02 Where an employee is required to meet with a Board representative for the purpose of receiving discipline or for the purpose of investigation where discipline is contemplated, the employee shall be entitled to have a Union Representative present during such meeting.

4.02.03 An employee has a right to examine their personnel file upon request, provided that a duly authorized Human Resource Services Division representative is present. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Board and such reply shall become part of their permanent record.

4.02.04 Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infraction for eighteen (18) months. Following eighteen (18) months the disciplinary notices shall be removed from personnel files.

4.03 Driving Accident Investigation

It is agreed between the parties that a Union representative may be present on request of either party, when a driver is to be questioned, regarding an accident, by other than the police.

4.04 Arbitration Board Authority with Respect to Suspension, Termination and Dismissal Cases

The Board recognizes that employees may be suspended, terminated or dismissed for just cause only, and where employees have been suspended, terminated or dismissed, an Arbitrator or Arbitration Board, after finding there was insufficient cause for the suspension or dismissal or finding the penalty was unfair or unreasonable:

- a) may direct the Employer to reinstate employees and pay a sum equal to their wage loss by reason of their suspension or dismissal or such lesser sum as, in the opinion of the Arbitrator or Arbitration Board, is fair and reasonable, or
- b) may make such other directive varying the penalty as it considers fair and reasonable.

4.05 Cash / Responsibilities

Employees coming within the scope of this Collective Agreement shall not be held responsible for shortages in their daily cash balances. It is further agreed that such employees shall not receive any benefits from any cash overages.

5 UNION SECURITY

5.01 Recognition

The Board recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Collective Agreement for the purpose of collective bargaining in respect to wages, hours of work, fringe benefits and working conditions.

5.01.01 The Board shall not enter into an agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

5.02 **Union Dues**

5.02.01 **Check Off of Union Dues**

The Board agrees to deduct from the wages of all employees covered by this Collective Agreement, Union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall notify the Board thirty (30) calendar days prior to any change in the deduction of Union dues.

5.02.02 **Forwarding of Union Dues**

The total deductions of dues shall be forwarded via cheque to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted.

5.03 **New Employees**

* A quarterly statement showing the names and classifications of employees appointed, promoted, demoted and separated, and the effective dates thereof, shall be sent to the Union.

** 5.04 **Names of Business Agents and Shop Stewards**

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

6 GENERAL CONDITIONS

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, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status of that person.

6.02 **Personal Harassment**

The Board and the Union agree that no employee shall be subject to personal harassment. Personal harassment is defined as any unwanted or unwelcome conduct that offends or humiliates. Harassment may be verbal, physical or visual. It may be one (1) incident or a series of incidents. This will not prevent the Board from disciplining or terminating for just cause.

6.03 **Occupational Health and Safety**

The Board and the Union shall continue to participate in an Occupational Health and Safety Committee consisting of equal representation from Management and the Union.

- 6.03.01 Employees are encouraged to report any unsafe conditions to their Manager. If the unsafe condition is not corrected, then the employee may bring the unsafe condition to the attention of a member of the Occupational Health and Safety Committee or the Board.
- 6.03.02 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 WORKING CONDITIONS

7.01 Hours of Work

The standard hours of work for full-time employees of the Edmonton Public Library are thirty-five (35) hours per week.

The period to be worked each day by each employee is determined by the operating needs of the Library as recommended by the Board. The working period assigned to each employee must fall within any ten (10) consecutive hours. The normal lunch period shall be sixty (60) minutes. However, by agreement between the employer and the employee, the lunch period may be shortened or lengthened and the employee shall be permitted to leave work at the end of their shift early or late, on a pro rated basis to their amended lunch period.

7.01.01 Hours of Work Schedules

All hours of work schedules shall be posted and maintained in a prominent place readily available to the employees concerned.

7.01.02 Temporary Employees

Temporary employees shall only work the number of hours as indicated on the posting, except in extenuating circumstances.

**** 7.02 Scheduling of Sundays / Consecutive Days of Rest**

The Employer shall endeavour to allocate consecutive days of rest as much as possible. Where operationally feasible, employees shall be granted two (2) consecutive days off every two (2) weeks unless otherwise agreed by mutual consent between the employee and their supervisor.

If operationally feasible, employees shall work no more than one (1) in three (3) Sundays unless otherwise mutually agreed between the employee and their supervisor.

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.

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

7.04 **Voluntary Reduction of Hours**

The Board at any time may permit the conducting of voluntary reduction of hours programs or projects utilizing employees coming within the scope of this Collective Agreement consistent with the following:

- a) any voluntary reduction in an employee's hours shall be for a fixed term, a minimum of one (1) month and maximum of one (1) year in duration;
- b) employees may request a reduction in hours of work in writing submitted to their Manager and the Human Resource Services Division and such request will be considered in light of operational needs;
- c) employees who are working reduced hours reserve the right to resume their regular hours of work upon a minimum of one (1) month's written notice;
- d) employees receiving benefits at the time of their voluntary reduction of hours shall remain on benefits and shall continue to be responsible for their portion of the benefit costs while working reduced hours;
- e) this program is not available to temporary or probationary employees.

7.05 **Overtime**

Where an employee is required to work immediately before or after their regular hours of work, they shall be paid at one and one-half (1 ½) times their regular hourly rate of pay for each hour worked.

7.05.01 Employees are not eligible for the overtime premium until they have completed the number of hours included in the regular daily hours of work established for employees working full-time hours in their service point/division thereof.

7.05.02 Overtime shall be based on hourly rates. These rates shall be determined by dividing the bi-weekly rate of pay of the employee concerned by the regularly scheduled bi-weekly hours of work.

7.05.03 When the Board requires overtime work, it shall first establish if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Board be able to direct employees to work overtime. Having consideration for their relative seniority, overtime shall be distributed as evenly as possible among the employees.

7.05.04 Employees required to work two (2) hours or more overtime shall be provided a paid meal break of one-half (½) hour.

7.05.05 **Banked Overtime**

*

An employee shall have the option to receive overtime at their regular rate of pay and credit the remaining dollar amount to their overtime bank, or credit the total dollar amount to their overtime bank, to a maximum accumulated total time equivalent to an employee's regular bi-weekly hours of work per banked overtime year.

7.05.06 The initial half of the employee's bi-weekly hours of work of the overtime bank shall be scheduled as time off as mutually agreed between the employee and the Board. The Board shall have the right to schedule the remainder of the banked overtime as time off if mutual agreement as to when such time off is to be taken cannot be obtained or the employees shall have the option to be paid out in cash.

7.05.07 **Call Out**

A call-out is work performed at a time separate from an employee's regular hours of work. Employees on call-out shall 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 An employee called out to work overtime shall be eligible for a lunch break, without loss of pay, 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 break, provided that overtime is to continue.

7.05.09 **Rates of Pay for Work on Off Days**

An employee who is called upon to work on their off days shall be paid for all hours worked at one and one-half (1 ½) times the rate of pay specified for them by this Collective Agreement, it being understood that the provisions for minimum call-out time specified in the section "Overtime" shall be applicable to this section.

7.05.10 Employees required to work on Christmas Eve and/or New Year's Eve shall be paid at the appropriate overtime rate for all hours worked between 1800 and 2100 hours.

* 7.07 **Temporary Change of Duties**
Where an employee is appointed, in writing, to relieve in a higher level position for a minimum of five (5) consecutive work days (including Statutory Holidays), their salary for the whole of the period will be determined in accordance with the following provisions:

7.07.01 Providing the maximum salary assigned to the relieving level is not exceeded, the relieving pay shall be one (1) increment higher than the employee's current pay grade assignment, the initial salary of the relieved position, or five percent (5%), whichever is greater.

7.07.02 If the employee is appointed to relieve in a management or out-of-scope position, the relieving pay shall be no less than five percent (5%) or as determined by the Board. During the relieving periods, the employee shall continue to pay applicable Union dues.

7.08 **Shift Differential**

* 7.08.01 Those employees who are assigned shifts, the equal or major portion of which falls between 16:00 and 07:00 on weekdays, or any time on Saturdays, shall receive, effective the first pay period following ratification, a shift differential of eighty-five (85) cents per hour in addition to their regular rate of pay for all hours worked in that shift.

7.08.02 All employees, other than permanent employees referenced under Article 8.03, shall receive a shift differential of eighty-five (85) cents per hour in addition to their regular rate of pay for all hours worked on Sundays.

7.08.03 Effective January 1, 2010 employees shall receive a shift differential of eight percent (8%) per hour to a maximum of \$3.00 per hour, in addition to their regular rate of pay for all hours worked on Sundays and Article 8.03 Sunday Work shall be deleted.

8 REMUNERATION

8.01 **Wages**

The Schedule of Wages (Appendix I) shall establish the regular rates of pay and shall apply during the term of this Collective Agreement. Employees shall be paid every two (2) weeks.

8.01.01 **Probationary Employees**

All probationary employees shall receive an increment in the salary range assigned their positions upon successful completion of the required probation periods established for permanent and part-time positions.

8.01.02 When a part-time employee is made permanent, they shall be eligible for an increment after working 1,820 hours since the date of their previous increment, or one (1) year after the date of attaining permanency, whichever occurs first. Thereafter, anniversary dates shall be annual.

8.01.03 **Permanent and Part-Time Employees**

All permanent and part-time employees shall progress from one (1) step of the range assigned their positions to the next by merit only. Permanent employees shall receive an annual performance appraisal and be eligible for an increment at one (1) year intervals from the date of attaining permanency until they reach the top step in the range assigned the level. Part-time employees shall receive an annual performance appraisal and shall progress from one (1) step of the pay range to another at intervals of 1,820 hours of work or two (2) years whichever is less.

8.01.04 **Promotions**

An employee receiving a promotion shall receive an increase to the first increment above their present salary in the salary range of the new level or to the initial salary in the salary 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 with one (1) additional increment, provided such increase does not exceed the established range of the position. The date that a promoted employee last received an increment shall determine the date of their eligibility for further annual appraisals and increments.

8.02 **Over-ranged Employees**

8.02.01 The parties agree that all employees over-ranged as of December 31, 2002, will continue to receive negotiated increases as reflected in the schedule of wages, Appendix I of this Collective Agreement. Employees made over-ranged after that date will receive no further negotiated increases until the maximum salary for their current position classification meets or exceeds their regular rate of pay.

8.02.02 The Board will provide written notification of over-ranged status to the affected incumbent and the Union when the employee becomes over-ranged.

8.03 **Sunday Work (to be deleted December 31, 2009)**

8.03.01 All permanent employees employed on or before September 21, 2003 who are scheduled to work at least four (4) hours on Sunday shall be paid for seven (7) hours work at the regular rate of pay for the duration of their employ with the Board.

8.03.02 All permanent employees hired after September 21, 2003, and part-time and temporary employees shall be paid their regular rate of pay for all hours worked on a Sunday and shall be eligible for shift differential for those hours worked on a Sunday.

8.04 **Retroactive Pay**

8.04.01 Employees in the service as of the signing of this Collective Agreement shall be eligible for any retroactive payment of wages negotiated to the schedule of wages effective the expiration date of the previous Collective Agreement. Should the date of signing this Collective Agreement follow the expiration date, these adjustments shall be paid retroactive to the expiration date.

8.04.02 Past employees who were in the service between the expiration date of the previous Collective Agreement and the date of the signing of this Collective Agreement shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same in writing within thirty (30) calendar days of the signing of the Collective Agreement.

8.04.03 Past employees who were retired from the service between the expiration date of the previous Collective Agreement and the date of signing of this Collective Agreement shall automatically receive the retroactivity provided by Article 8.04.01.

8.05 **Stacking of Premiums**

In instances where more than one (1) premium is provided for work performed, an employee shall only be paid one (1) premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in Article 7.08 Shift Differential.

9 FRINGE BENEFITS

9.01 Statutory Holidays

The following days shall be recognized as statutory 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.

- 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 Board in the preceding twelve (12) months, shall be entitled to receive such statutory 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 statutory holidays to which they are entitled at their regular rate of pay in accordance with the Employment Standards Code of Alberta.
- 9.01.02 All employees shall receive the recognized statutory 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 days or less duration except when such leave is a result of a compensable accident. Where the Board designates a day off in lieu of the actual statutory 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 statutory 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 statutory holiday. If during a period of sick leave of ten (10) days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.
- 9.01.03 Should the Board require employees to work on statutory holidays, they shall be paid at two (2) times their regular rate of pay for each hour worked.

9.02 **Vacations**

9.02.01 Employees of the Board shall be entitled to annual vacation with pay. The vacation entitlement is calculated on a bi-weekly basis. Temporary employees will be paid vacation pay, as set out in the Employment Standards Code, in lieu of time off.

9.02.02 Vacation entitlement begins with the bi-weekly pay period in which entry into a position with the Library as a probationary or permanent or part-time employee occurs as follows:

*

a) Employees classified as Library 5, 6 and 7 with Library Degrees (except temporary employees):

- i. During the first (1st) full year of employment, four (4) consecutive weeks (0.769 times the average daily hours of work per bi-weekly pay period).
- ii. Commencing on the (fourteenth) 14th anniversary of unbroken employment, five (5) consecutive weeks (0.961 times the average daily hours of work per bi-weekly pay period).
- iii. Commencing on the (twentieth) 20th anniversary of unbroken employment, six (6) consecutive weeks (1.154 times the average daily hours of work per bi-weekly pay period).

b) Other employees (except temporary employees):

- i. During the first (1st) full year of employment, three (3) consecutive weeks (0.576 times the average daily hours of work per bi-weekly pay period).
- ii. Commencing on the seventh (7th) anniversary of unbroken employment, four (4) consecutive weeks (0.769 times the average daily hours of work per bi-weekly pay period).
- iii. Commencing on the (fourteenth) 14th anniversary of unbroken employment, five (5) consecutive weeks (0.961 times the average daily hours of work per bi-weekly pay period).
- iv. Commencing on the (twentieth) 20th anniversary of unbroken employment, six (6) consecutive weeks (1.154 times the average daily hours of work per bi-weekly pay period).

9.02.03 Employees working less than full-time hours (except temporary employees) shall be entitled to vacation as specified above, prorated in accordance with the hours regularly scheduled for the position. Any additional vacation entitlement resulting from extra hours worked will be dealt with in accordance with Article 9.02.11.

- 9.02.04 Employees who are separated from employment with the Board shall receive payment for the vacation to which they are entitled, or shall have the salary for unearned vacation taken prior to separation, deducted from their final pay cheque.
- 9.02.05 An employee shall be entitled to receive the vacation to which they are entitled in any year in an unbroken period unless otherwise mutually agreed upon by the employees and their managers.
- 9.02.06 If a recognized holiday occurs during a period of annual vacation of any employee, such employee shall receive equal time off in lieu thereof as established by agreement between the employee and their Manager.
- 9.02.07 An employee who has been absent from duty on authorized leave for up to two (2) full consecutive pay periods without pay shall not lose any vacation entitlement.

An employee who has been absent from duty on authorized leave for more than two (2) full consecutive pay periods shall cease to earn vacation commencing the third (3rd) pay period and continuing until they return to work.

- 9.02.08 **Permanent Employees Absent Because of Sickness or Accident**
If a permanent employee is absent because of sickness or accident for a total of thirteen (13) consecutive pay periods or less, they shall not lose any vacation entitlement.

If a permanent employee is absent because of sickness or accident for a total of more than thirteen (13) consecutive pay periods, they will cease to earn vacation credits commencing the (fourteenth) 14th pay period and continuing until they return to work.

If a permanent employee is unable to take the vacation to which they are entitled because of sickness or accident they shall be allowed to carry over their entitlement to the following or succeeding years.

- 9.02.09 If an employee is sick for three (3) days or more while on their vacation, the days sick shall not be considered as vacation, but shall be considered as sick time if supported by a medical certificate.

9.02.10 **Vacation Carry Over**

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On an employee's vacation anniversary date, 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.

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 9.02.09, subject to the needs of the operation and the written approval of the Chief Executive Officer (CEO) or designate. Such deferred vacation shall be paid at the employee's prevailing salary when taken.

9.02.12 **Cash Settlement**

It is understood that no cash settlement will be made for vacation entitlement except in cases of termination of employment or where the hours worked by employees working less than full-time hours, result in vacation entitlement exceeding the prorated entitlement for the position.

9.02.13 When an employee dies, their estate shall be credited with the value of vacation credits earned under the terms of this Collective Agreement.

9.02.14 **Vacation Planner**

A vacation planner will be posted on appropriate bulletin boards on March 1 of each year. By March 31, employees shall submit their vacation request for the period May 1 to April 30. The request shall indicate their preferred vacation choice(s) and the one (1) upon which they wish to exercise seniority. Seniority will be given preference in the preparation of the vacation schedule but will apply to only one (1) submitted vacation choice. Employees who fail to submit their request by March 31 will have waived their right to exercise seniority in the selection of their vacation period. The Employer shall complete and post the confirmed vacation schedule in each service point/division for all eligible employees by April 15.

9.02.15 **Vacation Seniority Considerations**

Insofar as the efficient operation of a service point/division will permit, an employee shall have the right to choose the vacation period according to seniority standing. If, in the opinion of the Board, the vacation period chosen by the employee conflicts with the operations of the Library it shall have the discretionary right to change a vacation. The employee shall be given one (1) month's notice of the change.

9.03 **Leave of Absence**

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9.03.01 The Board may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board.

- 9.03.02 The Board may grant leave of absence with or without pay to employees for emergency leave having just and verifiable cause; including Family Illness, Disaster Conditions (flood, fire, etc.) but not excluding other situations as they may arise.
- 9.03.03 Employees returning early from leave and within the approved period shall provide the Board as much notice as possible prior to their return to work.
- 9.03.04 Employees returning from leave shall be given the same position at their current rate of pay. If the same position is not available due to a closure of a service point/division or a re-organization then a comparable position will be found and the Union will be notified.
- 9.03.05 Employees engaged in other employment for gain while on leave of absence or Income Protection without the express written consent of the Board shall be deemed to have automatically terminated their service with the Board.

9.04 **Union Leave**

- 9.04.01 An employee elected as a delegate to Union conventions, seminars, or training sessions shall be granted leave of absence without pay.

Where absence of more than one (1) employee creates a staffing problem within an operating unit this provision shall be limited to one (1) employee.

- 9.04.02 The Board shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

In the event that employees are elected to the Negotiating Committee for the Union, they shall be granted leave of absence at their regular rates of pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union. The CEO will be advised in writing of the names of the elected employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.

If accredited Union representatives are required to investigate or meet with the Board representatives, or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate Manager concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, leave with pay shall be granted.

Leave of absence with pay for other matters of mutual concern may be made in accordance with Board regulations.

Leave of absence with pay shall be for those hours the employees normally would have worked had they not been required to meet with Board representatives.

9.04.03 Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

In the event that employees become full-time officials of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in the Library as if they had remained in continuous employment. They shall have the right at any time upon giving one (1) month's notice to return to the same position or any other comparable position for which they are eligible.

Such employees shall make regular contributions to the Pension Fund and all employee benefits, participating in them as would a permanent employee of the Board. Contributions to these benefits shall be based on their earnings during their full-time employment with the Union, who shall pay the Board's portion, making due allowance for changes in their marital status and number of dependants.

9.05 **Bereavement Leave**

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

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

- current spouse,
- 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 A half (½) day leave with pay may be granted to all employees, except temporary employees who attend the funeral of a relative exclusive of 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.

9.06 **Leave for Medical and Dental Appointments**

Permanent employees are expected to schedule their medical and dental appointments in order to attend such appointments on their own time.

When this is not possible, permanent employees will be allowed to attend such appointments on Library time, without loss of pay, to a maximum of three (3) hours, and shall not be obligated to make up the time spent away from work to keep the appointment. Employees are expected to provide as much notice as possible.

Permanent employees on leave for medical and dental appointments which take longer than three (3) hours, shall have the option of making up those hours in excess of three (3) as leave without pay, banked time or vacation, or of making up such time at a mutually agreeable date. Alternatively, the entire absence will be counted as a sick incident.

** 9.07 **Sick Leave for Part-Time Employees**

Part-time employees, upon completion of three (3) years of unbroken service, shall, in any one (1) calendar year, be eligible for paid sick leave equal to their regularly scheduled weekly hours for the position. This benefit will be provided without prejudice.

Sick leave benefits shall be payable at one hundred percent (100%) of the employee's regular rate of 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.

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 she is disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the Board.

- 9.08.01 The Board shall grant maternity/parental leave in accordance with the following: Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, the employees will be deemed to have resigned their position and the Board will be under no obligation to provide future employment.
- 9.08.02 Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take 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. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is 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) weeks of the date of birth, or the date an adopted child is placed with the parent.

- 9.08.05 Except in the case of employees as stipulated below, maternity/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 Board 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.

A female 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 her 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, a female employee may commence sick leave prior to her estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

- 9.08.06 Whenever employees are absent for more than the approved period of maternity/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 Board, they shall automatically be deemed to have terminated their employment when said period expires.

- * 9.08.07 Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide the Board with as much notice as possible but not less than three (3) 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 8.04.01 in Part II of this Collective Agreement are required to pay both the Board and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made through the Human Resource Services Division before leave of absence commences.

9.09 **Compensation for Witness and Jury Duty**

An employee who has been subpoenaed to appear in court or before an Administrative Tribunal, as a witness or juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay, at their regular rate of pay, provided that any wage replacement paid to the employees for their appearance be given to the Board.

9.10 **Citizenship Court of Canada**

Employees shall be granted a half (½) day leave with pay to attend at the Citizenship Court of Canada on the day the employees are to become Canadian Citizens provided such appearance at Citizenship Court is on a working day during regular hours of work.

9.11 **Political Leave**

Upon written request, the Board shall grant leave of absence without seniority, pay or benefits so that employees where eligible may be candidates in a federal, provincial or municipal election. Employees who are elected to public office shall be granted by the Board leave of absence for the term of their office. Such leave shall not exceed one (1) term of office.

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.

9.13 **Supplementation of Compensation Award**

If an employee is prevented from performing the employee's regular work with the Library as a result of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Board will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such an amount that the award of the Workers' Compensation Board for loss of wages (excluding non-economic loss payment), together with the supplementation by the Board will equal 100% of the employee's regular net wage (gross pay less statutory deductions, Union dues and required benefit plan contributions). Said

supplementation shall not be payable to any employee entitled to compensation after pension age if such an employee is entitled to an unreduced pension as provided under the Local Authorities Pension Plan or after the full age of sixty-five (65) years if such an employee is not entitled to a pension. Subject to the foregoing limitation, the procedure to be followed in operating this policy shall be as follows:

Any permanent employee, on completion of the necessary assignment to the Library of the employee's compensation payments for loss of wages, will be carried on the payroll of the Library at 100% of their regular net wages (gross pay less statutory deductions, Union dues and required benefit plan contributions) until the Workers' Compensation Board certifies that they are able to return to work or until granted an Economic Loss Payment by the Workers' Compensation Board for either partial or total disability, whichever may be the sooner.

No employee shall be released from employment with the Library solely by reason of being on Workers' Compensation.

9.14 **Clothing Allowance**

Permanent Drivers shall receive a Clothing Allowance at the completion of the first full pay period in January of each year. The amount of the allowance shall be \$200.00 per annum.

New permanent drivers shall receive a prorated portion of the above stated allowance bi-weekly until the last pay period of the year in which they commence employment. Thereafter they will receive \$200.00 per annum paid on the first full pay period in January of each year.

Temporary and part-time drivers shall receive a prorated portion of the above stated allowance to be paid out bi-weekly.

10 **EMPLOYMENT**

Employment is permanent or part-time or temporary.

10.01 **Probation**

10.01.01 Employees filling permanent positions achieve permanent status on successful completion of probation. The probationary period for all permanent employees shall be six (6) months.

10.01.02 Part-time employees shall serve a probationary period of 910 hours of work or twelve (12) months, whichever is less.

10.01.03 The Board reserves the right to extend probationary periods to one (1) year. In the event that the normal probationary period is extended the Board shall advise the employee and the Union of its

reasons. Employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.

10.02 Review of Employee Status

10.02.01 An employee who has been continuously employed, in accordance with Article 3.02, for a period of twelve (12) months, in a position coming within the scope of this Collective Agreement, shall automatically become a permanent employee.

10.02.02 Part-time or temporary employees hired to replace a permanent employee absent on an approved maternity or parental leave or on leave due to long term illness or injury, shall not achieve permanent status by virtue of continuous service until continuously employed for a period exceeding eighteen (18) months.

10.03 Temporary Employees

Temporary employees shall not be employed in a position for more than twelve (12) months, except as described in Article 10.02. Any extension beyond this period must be agreed to by the parties of this Collective Agreement.

11 APPOINTMENTS AND PROMOTIONS

11.01 In making appointments and promotions education, training, experience and ability shall be the primary considerations based on the requirements established for the position. Where these factors are judged to be relatively equal, seniority shall be the determining factor. At all times present employees, except probationary employees and temporary employees, are to be given preference when appointments and promotions are made.

11.02 A permanent employee who has been selected to fill an established position shall have a trial period of three (3) months; a part-time employee shall have a trial period of six (6) months. This trial period may be extended to a maximum of one (1) year in special cases. In the event that the normal trial period is extended the employee and the Union shall be advised of the Board's reasons. During the trial period an employee may elect to revert to their former position or may be reverted by the Board.

11.03 Any employee who is over-ranged will be permitted to apply for, and will be considered for, a position deemed as being one which provides a better opportunity for future promotion even though such employees will be over-ranged in that position.

11.04 Permanent and part-time employees selected to fill a temporary position shall be entitled to revert to their previous position upon completion of the temporary assignment.

12 LAY-OFFS, RECALLS, TRANSFERS AND TECHNOLOGICAL CHANGE

12.01 Lay-offs and Recalls

In the event of a lay-off, employees within the affected level shall be laid-off in reverse order of their bargaining unit seniority. An employee to be laid-off will be allowed to bump any employee with less seniority who is in an equal or lower level, provided that the senior employee is qualified to fill the position of the displaced employee.

12.01.01 It is understood that no employee shall be affected unless temporary employees are first removed.

12.01.02 No permanent employees shall be affected by reason of staff reduction unless the part-time employees within the affected levels are first reduced in hours or removed in reverse order of seniority.

12.02 All employees affected by reason of lay-off or staff reduction are to be given preference throughout the Library for any vacancy for which they are qualified. At any time when lay-offs have taken place, all laid-off employees shall be given a seniority list, updated if and when reappointments take place.

12.03 If the staff of the Library is increased, permanent employees and employees formerly belonging to the level to be so increased who have been laid-off solely by reason of previous reduction in such staff, shall, if available, be re-engaged according to the seniority standing held by them at the time of lay-off in preference to other applicants and if re-engaged within twelve (12) months shall retain the privileges enjoyed before lay-off.

12.04 Transfers

12.04.01 When an employee is laterally transferred and regarded as having adequate preparation for the new position, they shall suffer no loss in pay. However, if the employee is not fully qualified for the new position, they shall suffer no more than a two (2) step reduction in pay. Upon satisfactory performance at the end of the first three (3) months in the new position they shall regain one (1) step and at the end of the next three (3) months of service, they shall regain the second (2nd) lost step.

12.04.02 Employees shall be eligible for lateral transfer in accordance with or notwithstanding the posting procedure.

12.04.03 No permanent employee who becomes over-ranged as a result of a reclassification of their position shall be dismissed (or suffer any reduction in wages) except for just cause. However, the Board shall have the right to transfer an over-ranged employee to any vacant position for which they are deemed to qualify, said position being the

same pay range of the position being vacated, or higher, in order to remove or to retrain the employee through experience so that they may progress to a position which will remove them from the over-ranged status.

12.04.04 Should the Board determine that employees do not qualify for continuance in the new positions, they shall be reverted to their former or equivalent positions, with no less than their former rates of pay.

12.05 **Technological Change**

12.05.01 Any employee classified as a permanent employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the service point/division in which they are employed.

12.05.02 Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.

12.05.03 The Board agrees that wherever possible no employees shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the lay-off procedures outlined in this Collective Agreement.

12.05.04 The Board commits to participate in every way possible in the training and retraining of employees when technological change takes place.

13 **POSTING AND FILLING VACANCIES**

13.01 Notices of vacancies to be filled, within the jurisdiction of this Collective Agreement, shall be conspicuously posted for a period of seven (7) calendar days in all service points/divisions of the Library.

Should it be desirous not to fill a permanent vacancy, the matter will be reviewed by the parties to the Collective Agreement. If the matter is not settled satisfactorily the Union may appeal the matter to the CEO who will issue a final and binding decision within ten (10) working days.

13.02 All applications shall be made to the Human Resource Services Division. A copy of all notices of vacancies shall be sent to the Union. The Board shall immediately notify the Union of the successful applicant appointed to fill a vacancy and the names of all Library employees who were applicants upon completion of the selection process.

- 13.03 Where the duration of a temporary position is expected to be more than ninety (90) days, the position shall be posted, and shall not exceed the duration of twelve (12) months, except where the duration of a temporary position is the result of an approved maternity or parental leave of absence or a leave due to long term illness or injury, in which case it may be up to eighteen (18) months.
- 13.04 Appointments may be made by agreement between the Board and the Union without posting.

14 SENIORITY

14.01 Permanent and part-time employees only shall have seniority standing. Temporary employees shall not have seniority standing.

14.02 Seniority shall be determined by the length of an employee's unbroken service from the date of hiring in positions coming within the jurisdiction of this Collective Agreement. Seniority shall be taken into account in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls.

14.03 A temporary transfer from one (1) service point/division of the Library to another for a period of less than twelve (12) months, even if such transfer is outside the jurisdiction of this Collective Agreement, shall not affect the seniority standing of an employee.

* 14.04 A list showing seniority of employees shall be posted annually on an appropriate bulletin board in conjunction with the vacation calendar. A copy shall be provided to the Union annually or upon request.

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.

14.06 Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Board.

Employees shall only lose seniority in the event:

- a) Employees are discharged for just cause and are not re-instated.
- b) Employees resign.
- c) Employees are laid-off and fail to report to work within five (5) working days after being notified in writing to do so, unless through sickness or other just cause. It shall be the responsibility of employees to keep the Board informed of their current address.
- d) Employees are laid-off for a period longer than twelve (12) months.

15 NEW POSITIONS

- 15.01 When the Board creates a new position its rate of wages and working conditions shall be negotiated by the Board with the Union before the position is advertised in accordance with the posting procedures set forth in this Collective Agreement.
- 15.02 If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Board to the Union the posting of the vacancy shall be made according to the rate of wages and working conditions set out by the Board, but the rate of wages and working conditions shall still be the subject of negotiation between the Union and the Board, and the notice of the posting shall contain the following statement:

“The final settlement of rates of wages and working conditions is being negotiated. The resultant rate of wages shall be retroactive to the date of the appointment.”

16 DISPUTE RESOLUTION PROCESS

Preamble

The Dispute Resolution Process is designed to support the Corporate Values of the Edmonton Public Library:

- ◆ Open Communication
- ◆ Teamwork and Co-operation
- ◆ Recognition and Respect
- ◆ Quality Public Service
- ◆ A Quality Working Environment

The Dispute Resolution Process:

- a) Encourages open, face-to-face dialogue by the people affected by a dispute;
- b) Achieves fair, wise, and sustainable solutions that are possible to implement;
- c) Achieves solutions that contribute to a positive, collaborative working relationship;
- d) Achieves solutions that are consistent with the Collective Agreement;
- e) Minimizes the time and cost involved in resolving disputes.

16.01 Definitions

16.01.01 Dispute

A “dispute” is any issue, disagreement or difference involving employees, Board representatives, or Union representatives.

16.01.02 Grievance

A “grievance” is any dispute concerning the interpretation, application, operation or alleged violation of the Collective

Agreement, directly related to or affecting the rights of a specific employee or group of employees.

16.01.03 Policy Grievance

A “policy grievance” is any dispute relating to a policy or general practice of the Library or the Union, directly affecting employees in more than one (1) service point/division of the Library, concerning the interpretation, application, operation or alleged violation of the Collective Agreement.

16.02 Problem Solving Stage

16.02.01 Employee(s), Board representative(s) or Union representative(s) are encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute. Problem solving must occur within ten (10) working days of the incident giving rise to the dispute. If either party intends to proceed to the consultation stage, the request for consultation must also be filed within the same ten (10) working days in accordance with Article 16.03.02.

16.02.02 The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.

16.02.03 The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, and an exploration of options to satisfy these interests.

16.02.04 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

16.03 Consultation Stage

16.03.01 An employee, Board representative or Union representative may initiate consultation if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.

16.03.02 A request for consultation shall be submitted in writing within ten (10) working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.

- a) If a dispute is related to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the appropriate manager, with a copy to the Director, Human Resource Services Division.
- b) If a dispute is related to a policy or general practice, a request for consultation by the Union shall be submitted to the Director, Human Resource Services Division.

c) A request for consultation by the Library shall be submitted to a Business Agent of the Union.

- * 16.03.03 Once initiated, the Director, Human Resource Services Division, shall schedule a meeting of the people directly affected by the dispute (as determined by the parties). The meeting shall be facilitated jointly by the Director, Human Resource Services Division or designate and the Union.
- 16.03.04 The Facilitator(s) will encourage respectful dialogue, information sharing and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
- 16.03.05 The consultation process shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee, Union or the Board may conclude consultation at any time by written notice to the other party(ies).
- 16.03.06 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

16.04 **Formal Review Stage**

- 16.04.01 The employee, Board representative or Union may initiate a grievance or policy grievance as appropriate if a dispute is not resolved by consultation.
- 16.04.02 A grievance or policy grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the article or articles of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- 16.04.03 A grievance or policy grievance shall be initiated in writing within ten (10) working days of the date that notice is received of the conclusion of consultation.
 - a) Grievances initiated by the employee or the Union shall be submitted to the CEO, with a copy to the Director, Human Resource Services Division.
 - b) Policy grievances initiated by the Union shall be submitted to the CEO, with a copy to the Director, Human Resource Services Division.
 - c) Grievances or policy grievances initiated by the Board shall be submitted to the President of the Union.

- 16.04.04 Following receipt of the grievance or policy grievance, the Director, Human Resource Services Division or President of the Union (or their designates) shall convene a meeting as quickly as possible involving representatives of the Union, the Human Resource Services Division, and the people directly affected by the dispute (as determined by the participants).
- 16.04.05 The participants will seek a mutually acceptable resolution to the grievance or policy grievance. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.
- 16.04.06 The formal review stage shall take place as quickly as possible. The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further consultation.
- 16.04.07 The employee, Union or the Board 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 ten (10) working days after notice is received.
- 16.04.08 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties and shall be confirmed in writing.
- 16.05 **Arbitration Stage**
- 16.05.01 The Union or the Board 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 Board 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 The Union and the Board shall select the chairperson of the arbitration board within ten (10) 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, selections from the roster shall be drawn at random.
- 16.05.10 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.
- 16.05.11 Each party shall bear the expense of its respective member and shall bear one half ($\frac{1}{2}$) of the expenses of the chairperson of the arbitration board.
- 16.05.12 Arbitration hearing dates shall be determined within twenty (20) working days of the appointment of the arbitration board.
- 16.05.13 Prior to the arbitration hearing, the parties shall attempt to prepare an agreed statement of facts for submission to 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.

- 16.05.15 The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
- 16.05.16 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.
- 16.05.17 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.
- 16.05.18 The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 16.05.19 The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

16.06 General

- 16.06.01 The parties may mutually agree to involve a mediator at any stage of the Dispute Resolution Process.
- 16.06.02 The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.
- 16.06.03 If the Union and the Board have concerns regarding the application of the Dispute Resolution Process they will meet in an attempt to resolve these concerns.

17 REPORTING FOR DUTY

- 17.01 Employees shall report for duty at the place directed by the Board and shall go to and from such place on their own time.
- 17.02 Employees required to report to a new location during their regular hours of work shall proceed to and from the new location during working time in employer-provided transportation, unless a mileage allowance is paid.
- 17.03 Mileage rates paid to employees using their own vehicle for the employer's business shall be at the rate determined from time to time by the Edmonton Public Library.

18 GENERAL CLASSIFICATION

Positions in the Library coming within the scope of this Collective Agreement shall be classified into eight (8) levels.

18.01 The Board shall maintain a classification scheme which includes a listing of positions and the level to which each is assigned, and agrees to notify the Union, in writing, within thirty (30) days of any change. The Board shall make available to the Union on its request any Union job description prepared and applied by the Board.

18.02 **Classification Appeal Procedure**

An employee may appeal the classification of their position if they consider its duties and responsibilities have significantly changed. Changes in position allocation shall be implemented retroactive to the date the employee requested the review under these procedures.

*

18.02.01 The appeal shall be submitted in writing to the CEO and/or designate. The CEO and/or designate shall provide a decision in writing to the employee and the Union within thirty (30) working days of receiving the appeal. Included in the decision letter shall be a description of the evaluation and the points assigned to each factor under the classification scheme.

18.02.02 If the decision fails to resolve the matter, the Union may request adjudication by an Umpire, whose decision shall be final and binding. The Umpire identified above shall be the Umpire chosen by the Board and shall be agreed to by the parties from year to year. Requests for adjudication shall be made within ten (10) working days of the Union receiving the decision of the CEO and/or designate.

18.02.03 If a request is not made, the matter shall be considered resolved and further action on it cannot be initiated for twelve (12) months from the date of the decision of the CEO and/or their designate.

18.02.04 The Umpire's fee and costs shall be shared equally by the Board and the Union.

18.02.05 The Board and the Union may by agreement extend time limitations. Failure to act within the extended time limits shall mean that the appeal is abandoned and that there is no appeal.

19 SHORT AND COMPRESSED WORK WEEK STUDIES AND PROJECTS

The Board shall upon request from an employee or group of employees, give consideration to the implementation of short, compressed, flexible hours, or variable work week projects subject to the need for adequate coverage and a balance of qualified staff during hours of public service. Only permanent employees working full-time hours shall be eligible to participate. Insofar as possible, medical and dental appointments shall be arranged on days off. The flexible work schedule and arrangements shall be reviewed annually. The Board

shall advise the Union of all locations and divisions participating in flexible or compressed hours of work programs. An employee or the Board may withdraw from a flexible schedule upon one (1) month's notice.

20 PENSIONS

Employees shall be members of the Local Authorities Pension Plan in accordance with the provisions of said plan.

21 DUTY TO ACCOMMODATE

Where an employee is unable, through injury or illness, to perform normal duties, the Board and the Union will cooperate to ensure every attempt is made to provide the employee with other suitable employment.

22 LETTERS OF UNDERSTANDING

Letters of Understanding signed during negotiations shall have the same effect as if they were dated and signed after the signing of this Collective Agreement.

23 LABOUR / MANAGEMENT CONSULTATION COMMITTEE

There shall be a Labour / Management Consultation Committee consisting of representation from Management and the Union.

24 EXIT INTERVIEW

It is hereby agreed by the parties that an exit interview may be conducted for employees terminating service with the Board. The information will remain confidential and is intended to assist the Board in the administration of the system.

25 LEARNING AND DEVELOPMENT – LEAVE AND FUNDING

Employees shall be governed by the Library Learning and Development Policy.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

CIVIC SERVICE UNION 52

L. Cook
[Signature]
[Signature]

[Signature]
Jamara Chivers
Judith Bessie
[Signature]
Amanda Hall

Witnessed by:

[Signature]
[Signature]

[Signature]

Part II – Health and Welfare Benefits

1 INCOME PROTECTION PLAN (Short-Term Disability)

1.01 **Waiting Period**

A probationary employee who has completed ninety (90) calendar days of continuous civic employment 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 Income Protection Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive days of work.

1.01.01 An employee who is absent from work due to personal non-occupational disability for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of days of work the employee was absent due to such disability.

1.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of days of work the employee was absent due to such leave.

1.02 The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

1.03 **Benefits**

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of the position in which he/she is employed on a regular basis due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability.

Length of Continuous Service	Income Protection Benefits At 100% Of The Regular Rate Of Pay	Income Protection Benefits At 90% Of The Regular Rate Of Pay
90 calendar days but less than 1 year	Nil	85 times average daily hours of work
1 year and over	85 times average daily hours of work	Nil

A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at one hundred percent (100%) of the

regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay. Such member shall be eligible for Income Protection benefits to be reinstated to 100% of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work.

A member who has received eighty-five (85) times the average daily hours of work of Income Protection benefits at ninety percent (90%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of seventy-five percent (75%) of the member's regular rate of pay upon his/her return to work. Such member shall be eligible for Income Protection benefits to be reinstated to one hundred percent (100%) or ninety percent (90%) of the regular rate of pay in the subsequent payroll year after returning for ten (10) consecutive days of work.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly statements for income tax purposes.

The working days of Income Protection entitlement for permanent part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5).

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment in accordance with article 2.12. and is unable to perform the duties of the alternate position due to personal non-occupational disability shall be entitled to receive Income Protection benefits for each period of absence from work. Such members shall receive an entitlement equal to ten (10) times the average daily hours of work of benefits in a calendar year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until he/she returns to work for the City for a period of at least ten (10) consecutive days of work. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For creditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.

- 1.03.02 If a member is unable to perform the duties of his/her regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of his/her regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.03.01 Where eligibility for Income Protection benefits or ability to perform alternative employment is questioned, the Adjudicator may refer the member, at the Plan's expense, to a medical authority appointed by the City. The member shall comply with such examination as may be required for confirmation or assessment of the disability, or potential for alternate employment.
- 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan for the period of absence for which the claim is considered occupational, and for which the member received benefits under the Income Protection Plan.
- 1.03.05 The monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed.
- 1.03.05.01 Benefits from the Canada Pension Plan or any other Plan established in lieu of the Canada Pension Plan, except those Canada Pension Plan or other disability benefits established in lieu of the Canada Pension Plan payable on behalf of the member's dependents.
- 1.03.05.02 Any monthly income payable as a result of the member's disability from any plan not personally contracted for by the member, including those plans for which the member has made contributions as a result of Provincial or Federal legislation.

- 1.03.05.03 Except as otherwise provided in this Agreement, any other disability benefits payable to the member as a result of Provincial or Federal legislation. Notwithstanding the above, the City's Plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.
- 1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
- 1.03.05.05 Any monies received from the Workers' Compensation Board either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 1.03 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 1.04 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one incident of absence for the purposes of this Plan.

On the fourth (4th) and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at seventy-five percent (75%) of the member's regular rate of pay. However, if a member had three (3) or less incidents of absence in the previous payroll year, Income Protection benefits shall be payable at seventy-five percent (75%) of the member's regular rate of pay on the fifth (5th) and each subsequent incident of absence in a payroll year.

In the event that the fourth (4th) incident of absence is for a disability that is of greater than five (5) consecutive days of work, only the first five (5) days of such disability shall be payable at seventy-five percent (75%) of the member's regular rate of pay, and the balance of days for that disability shall be payable at either the one hundred percent (100%) or ninety percent (90%) entitlement whichever was applicable to the member at the commencement of that disability.

Upon the recommendation of a Department Head, the Plan Administrator shall have the discretion to waive the benefit reduction.

Subject to approval by the Plan Administrator, a member who is receiving on-going therapeutic treatment for a life-threatening disability, and as a result is

absent from work for periods in excess of three (3) hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.

1.05 However an employee whose absence exceeds three (3) hours for personal medical or dental appointments not associated with a Workers' Compensation claim may use banked overtime, vacation, or leave without pay for the hours or portion thereof in excess of three (3) hours in order to avoid the absence as counting for one incident.

1.07 **Recurring Disabilities**

1.07.01 For the sole purpose of establishing the numbers of days of Income Protection it is provided that if a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

1.07.02 For the sole purpose of establishing the number of days of Income Protection it is provided that if a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

1.07.03 Notwithstanding the provisions of 1.07., each period of absence due to personal non-occupational disability shall be considered as one incident of disability.

1.08 **Other Benefits While Disabled**

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

1.09 **Duration of Benefits**

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- 1.09.01 the date the member is no longer disabled from performing the duties of his/her regular position, or any alternative employment made available to the member by the City.
- 1.09.02 the date the member's Income Protection benefits have been expended.
- 1.09.03 the date the member dies.
- 1.09.04 in the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

1.10 **Alternative Employment With the City**

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position, but is capable of performing alternative duties for the City, for which wages are paid, and the member engages in such alternative City employment then the Income Protection benefits payable shall be reduced to the amount by which the member's regular rate of pay exceeds the regular rate of pay of the alternative employment. Such reduced benefits will continue until the member has been unable to perform the duties of his/her regular position for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

- 1.10.01 If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on his/her original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of his/her regular position for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

1.11 **Alternative Employment With an Employer Other Than the City**

If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of his/her regular position due to personal non-occupational

disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a period equal to the duration for which the member is eligible to receive Income Protection benefits.

- 1.12 If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan. In addition, the member will be subject to discipline up to and including dismissal.

2 LONG TERM DISABILITY PLAN

2.01 Waiting Period

A permanent or probationary employee who has not attained his/her normal retirement age and who has completed ninety (90) calendar days of continuous civic employment since the last date he/she commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive days of work.

2.01.01 When an employee is absent from work during the waiting period due to personal non-occupational disability for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of days of work he/she was absent due to such disability. When the waiting period is so extended, the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.

2.01.02 When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of days of work he/she was absent due to such leave.

2.02 Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to

receive benefits because their disability arises from a pre-existing condition as per the terms of article 2.15.02. shall continue to contribute premiums to the Long Term Disability Plan.

2.03 **Eligibility for Benefits**

A member will not be eligible to receive Long Term Disability benefits until his/her Income Protection benefits have expired.

2.03.01 The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, or the member's ability to perform alternative employment, the same shall be settled by referring the dispute to a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Union. If the City and the Union cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City and the Union. The City-appointed chairman shall not be a voting participant in the decision-making process of the review panel. 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 article 8.02.

With the advance mutual agreement of both parties, an alternative process to deal with the dispute may be utilized.

2.04 Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twelve (12) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, he/she is completely unable to perform the duties of his/her regular position.

"Completely unable to perform the duties of his/her regular position" when used in reference to the Long Term Disability Plan shall mean that a member is

unable to perform those duties of his/her regular position which regularly occupy sixty percent (60%) of the member's work day.

- 2.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twelve (12) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twelve (12) month period.

"Initial twelve (12) month period" when used in reference to the Long Term Disability Plan shall mean a twelve (12) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of his/her regular position including any period of time defined in 2.12., 2.13., and 2.14.

In accordance with the terms of article 2.12.02. the period of rehabilitative employment and/or training may be extended beyond twelve (12) months and this extension shall be included as part of the definition of "initial twelve (12) month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty percent (50%) of his/her regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30th.

2.06 **Duration of Benefits**

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

2.06.01 the date the member attains his/her normal retirement age, age 65;

2.06.02 the date the member is no longer disabled as defined by the terms of this Plan;

2.06.03 the date the member dies;

- 2.06.04 in the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff is effective;
- 2.06.05 the date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

2.07 Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long-Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date he/she was first eligible for Long-Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1). For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding nine (9) weeks and multiplying this result by fifty-two point two (52.2). The percentage of annualized regular rate of pay which is paid as the Long-Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
Up to \$45,000	60%
\$45,001 to \$50,000	58%
\$50,001 to \$60,000	56%
\$60,001 and higher	54%

The maximum monthly benefit payable shall not exceed four thousand dollars (\$4,000.00). 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).

The employee must make reasonable efforts to obtain all benefits that might be available in connection with their disability. The City of Edmonton reserves the right to estimate these benefits and to establish its payment accordingly. If necessary, because of integration, the City of Edmonton has the right to reestablish payments from time to time. Further adjustments will be made if required when the employee's other entitlements are known.

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 2.07.01 benefits to which the member is entitled as a result of his/her disability from the Canada Pension Plan or any other Plan established in lieu thereof, except those Canada Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan disability benefits or any other Pension Plan established in lieu thereof after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 2.07.03 any other disability benefits payable to the member as a result of Provincial or Federal legislation.
- 2.07.04 any monies received from the Crimes Compensation Board for loss of income but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05 any monies received from self-employment income unless the employment was part of an approved rehabilitation program wherein the provisions of article 2.12., and 2.13. would apply.

2.08 **Lump Sum Settlements**

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one (1) of the following options.

- 2.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton

region during the twelve (12) month period ending on the previous November 30, or five percent (5%).

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Union from any and all obligations to the member under this Plan.

- 2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

2.09 **Coverage Under Other Benefit Plans While Disabled**

During the initial twelve (12) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care Spending Account, and Alberta Health Care Plan, in accordance with the terms and conditions of those plans. Member contributions, in accordance with the terms and conditions of the respective plans, will be paid by the member, and deducted from the Long Term Disability benefit payable to the member except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies. Regular deductions for union dues shall continue to be made from the Long Term disability benefit payable to the member. The City shall continue to make required contributions to the Plan.

- 2.10 If after expiration of the initial twelve (12) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question, and member contributions to such Plans shall be paid by the member and deducted from the Long Term Disability benefit payable to the member. Such member will remain eligible for continued coverage under the Health Care Spending Account.
- 2.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan. Member contributions shall be paid by the member and deducted from the Long Term Disability benefits payable to the member. The City shall continue to make its contributions to the Plan.

2.12 **Rehabilitative Employment and Training**

During the initial twelve (12) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability

benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training.

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of twelve (12) months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

- 2.12.01 employment in an occupation which is compatible with the nature of the disability and the medical prognosis or
- 2.12.02 participation in a formal secondary, vocational or post-secondary training program or
- 2.12.03 such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

2.13 **Rehabilitative Employment and/or Training With the City**

If, during the initial twelve (12) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but engages in rehabilitative employment and/or training with the City, then the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits will be reduced to fifty percent (50%) of the amount by which the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of any rehabilitative employment and/or training provided always that the resultant net amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment and/or training, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.13.01 If, during the initial twelve (12) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on his/her regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits. Member contributions to

applicable City benefit plans will be paid by the member, except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make required contributions to the Plans.

2.13.02 If, during the initial twelve (12) month period, a member engages in rehabilitative employment and/or training with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment and/or training, then for ten (10) working days of absence due to such disability in any calendar year, he/she shall be eligible to receive Income Protection benefits based upon the regular rate of pay of such rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the ten (10) working days. If the periods of absence exceed ten (10) working days in any calendar year, the member shall receive Long Term Disability benefits for the period in excess of ten (10) working days based on his/her regular rate of pay on the date he/she first became eligible for Long Term Disability benefits.

2.14 **Rehabilitative Employment and/or Training With an Employer Other Than the City**

2.14.01 If, during the initial twelve (12) month period, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but engages in rehabilitative employment and/or training with another employer, and such outside employment and/or training is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits will reduce to fifty percent (50%) of the amount by which the member's bi-weekly rate of pay on the date he/she first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside employment/training provided always that the resultant net amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the outside employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

2.14.02 A member who is engaged in approved rehabilitative employment and/or training with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue his/her participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless he/she has similar coverage under other such

plans. Member contributions to such Plans shall be paid by the member, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make required contributions to the Plans.

2.14.03 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable Pension Plan. Member contributions shall be paid by the member and deducted from Long Term Disability benefits. The City shall continue to make required contributions to the Plan.

2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that his/her participation in such plans will cease upon expiration of the initial twelve (12) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

2.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date he/she commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

2.15 **Limitations and Exclusions**

2.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician legally licensed to practice medicine. If such attending physician is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.

2.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan.

2.16 **Recurring Disabilities**

2.16.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred and eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) days of work or more, and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

2.16.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

2.17 **Long Term Disability Plan Advisory Board**

2.17.01 A Long Term Disability Plan Advisory Board will be established to advise the Plan Administrator in accordance with the following:

2.17.01.01 the Board will have the authority to recommend to the Plan Administrator administrative practices; and

2.17.01.02 the Board will review the annual actuarial report and may recommend to the Plan Administrator adjustments to Long Term Disability payments which are in progress.

2.17.02 The Board will be composed of four (4) representatives from the City (to include the Human Resources Branch and the Edmonton Public Library) and four (4) representatives from the Union.

2.17.03 one Board member representing the City and one Board member representing the Union shall attend Investment Committee meetings, on an as-required basis.

3 **WIND-UP OF FORMER INCOME REPLACEMENT PLAN**

3.01 The Income Replacement Plan was replaced by the Short Term Disability and Long Term Disability Plans effective April 7, 1991. Calculation of the Income

Replacement Plan payout is as per article 3, Wind-up of Former Income Replacement Plan, Part II Health and Welfare Benefits prior to April 7, 1991. Members with a positive balance in the former Income Replacement Plan as per the above mentioned calculation shall be entitled to a payout as per 3.02, 3.03, 3.04 and 3.05 only. Employees may obtain further information on the calculation of the reimbursement for this plan from the Employee Service Centre.

- 3.02 Upon resignation, members shall receive a lump sum payment from the City equal to one-half ($\frac{1}{2}$) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 3.03 The Union and its respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 3.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 3.02. shall apply.
- 3.05 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30th until such time as payment is made to the member.

4 GROUP LIFE INSURANCE

- 4.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty percent (50%) of the premium and the member shall pay fifty percent (50%) of the premium through payroll deduction.
- 4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. Upon review, the parties may agree to distribute that portion of the monies which has accrued as a result of excess contributions in accordance with the cost-sharing arrangements. However, if there is no favourable experience fund, costs which accrue as a

result of experience under this Plan or which have accrued as a result of experience under a previous Plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

- 4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay

- 4.04 A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment.

- 4.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000/dependent

The members shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

- 4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

5 ALBERTA HEALTH CARE

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 Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty percent (50%) of the premium by payroll deduction and the City shall pay fifty percent (50%) of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

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 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.

Upon early retirement to a full or partial pension resulting from his/her service with the City, a member may personally contract to continue participation in this Plan by paying the full premiums directly on a monthly basis. Premiums paid by retired and disabled participants shall be retained and administered by the City.

Participation in this Plan shall terminate on:

In the case of a member, the date of termination of employment with the City; in the case of a widowed spouse of a member or a member who retired to a pension from the City, who contracts to continue participation in this Plan, the 91st day after said person ceases to be a resident of the Province; in the case of a dependent, the date on which the employee ceases to fall within the definition of a dependent, as specified herein.

6.01 Supplementary Hospital Benefits

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.

6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred and twentieth (120th) calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

- 6.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.
- 6.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital located in Canada shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate.

6.02 Major Medical Benefits

Effective January 1, 2007, the City shall provide eligible CSU 52 members, that are participating in the Supplementary Health Care Plan and the Dental Plan, with a Direct Bill Card. The Card shall be consistent with that provided to other City of Edmonton employees.

The member shall pay the first \$30.00 of eligible major medical expenses incurred in a calendar year and this plan will pay the amount in excess of thirty dollars (\$30.00) in such calendar year in accordance with the following schedule of benefits:

Article	Eligible Expense	% Reimbursement	Maximum Benefit
6.02.01	<u>Drugs</u> Charges for drugs, medicines, allergy serums, allergy serum extracts and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.	80%	No maximum
	Smoking cessation products requiring a prescription by law.	80%	One treatment plan per lifetime, per covered person.
	Oral contraceptives	50%	\$200 per calendar year
	Drugs for the management of obesity or weight loss, sexual dysfunction, fertility and hair replacement are not eligible for reimbursement.		

Article	Eligible Expense	% Reimbursement	Maximum Benefit
	<p>Reimbursement under this article will be made on the following basis: Least Cost Alternative \$5.00 dispensing fee cap Recognized third party drug formulary. New drugs that become available will be reviewed to determine if they will be added to the formulary.</p>		
6.02.02	<p><u>Ambulance</u> Charges for professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.</p>	80%	No maximum
6.02.03	<p><u>Braces And Prosthetics</u> The usual and reasonable costs of artificial limbs (excepting myoelectric-controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars, and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician, and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require the written order of a physician, however such replacement or repair shall be limited to once in 24 months.</p>	80%	\$2,000.00 per calendar year
6.02.04	<p><u>Home Nursing</u> Medical care provided, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member</p>	80%	\$2,000.00 per calendar year

Article	Eligible Expense	% Reimbursement	Maximum Benefit
	or their dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services are rendered is suffering from a chronic and/or debilitating condition.		
6.02.05	<u>Psychologist</u> The services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or their dependents.	50%	\$1,000.00 per calendar year
6.02.06	<u>Respiratory</u> The usual and reasonable costs for the purchase or rental of respiratory equipment including oxygen, on the written order of a physician. Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.	80%	\$1,000.00 per calendar year
6.02.07	<u>Colostomy, Ileostomy and Urostomy Supplies</u> The usual and reasonable charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician. <u>Diabetic Supplies</u> The usual and reasonable charges for supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.	80%	No maximum
6.02.08	<u>Physiotherapy</u> For services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled at no cost under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to \$250.00 per benefit year (defined as April 1 – March 31 by the Health Authorities). A letter or statement from the respective Health	80%	\$1,000.00 per calendar year

Article	Eligible Expense	% Reimbursement	Maximum Benefit
	Authority stating the date the maximum was attained shall be submitted with the claim.		
6.02.09	<u>Chiropractor</u> For services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.	75%	\$1,000.00 per calendar year
6.02.10	<u>Podiatrist</u> For services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.	80%	\$500.00 per calendar year
6.02.11	<u>Acupuncture</u> For acupuncture services, provided it is administered as a pain reliever or anaesthetic.	50%	\$500.00 per calendar year
6.02.12	<u>Hearing Aids</u> For the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded.	50%	\$1,000.00 in any five consecutive calendar year period
6.02.13	<u>Eye Exams</u> For eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.	80%	\$50.00 per covered person in any two consecutive calendar year period

6.02.14 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.

6.02.15 Claims must be received by the plan adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, prescription numbers for drugs, first and family names of individuals receiving drugs or services and dates when services were provided. Claims received on or after May 1 will not be honoured. The member shall be responsible for the accuracy of claims submitted. Claims submitted for expenses not incurred will be subject to disciplinary action up to and including dismissal.

6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

6.04 For the purposes of this Plan, the following definitions will apply:

6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

** 6.05

Health Care 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 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 commencing the first pay period of each year.
- 6.05.03 To be eligible for the \$500 or \$250, 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 for permanent full-time employees and \$125.00 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 8.02.04 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 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.

7 DENTAL PLAN

- 7.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of a Plan with the City of Edmonton. Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty days of a Life Event.
- 7.02 The City shall pay sixty-five percent (65%) and the member shall pay thirty-five percent (35%) of the required premium by payroll deduction.

7.03 **Dental Plan Benefits**

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 7.03.01 one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anaesthesia, house/hospital visits and special office visits.
- 7.03.02 eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (recementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 7.03.03 fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 7.03.04 fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand dollars (\$2,000.00).
- 7.03.05 Fifty percent (50%) reimbursement for tooth implants to a maximum of \$1,250 per implant and a limitation of two (2) implants per calendar year.

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The cost of the appliance on top of the implant (e.g. the crown) will be managed above the implant maximum in accordance with 7.03.02 and 7.03.03.

- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar-month period, such members shall be eligible for the full benefits as described in article 7.03.

- 7.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee in accordance with Alberta Blue Cross Usual and Customary Fees, whichever is less.

7.06 In the event that the expected costs of treatment or service exceeds five hundred dollars (\$500.00), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not he/she wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under article 7.06.

7.07 **Limitations and Exclusions**

7.07.01 **X-Rays**

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty-four (24) calendar-month period or in respect of charges for bite-wing films, where such films have been taken more than once in a six (6) calendar-month period.

7.07.02 **Oral Examinations**

Complete oral examinations more than once in a twenty-four (24) month period or recall examinations more than once in a six (6) month period, shall not be allowed for reimbursement.

7.07.03 **Cleaning and Fluoride Treatments**

Cleaning or scaling of teeth and fluoride treatments shall be covered only once in a six (6) month period.

7.07.04 **Dentures, Crowns and Bridges**

This Plan does not provide reimbursement in respect of the following charges:

7.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;

7.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;

7.07.04.03 charges for the replacement of an existing partial or full-removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial-removable denture or to existing bridgework unless:

- 7.07.04.03.01 the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
 - 7.07.04.03.02 the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
 - 7.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.
- 7.07.05 There shall be no coverage or reimbursement under this Plan in respect of the following:
- 7.07.05.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
 - 7.07.05.02 charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
 - 7.07.05.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
 - 7.07.05.04 charges for dental treatment required as a result of self-inflicted injury;
 - 7.07.05.05 charges made by a dentist for broken appointments or for completion of claim forms;
 - 7.07.05.06 charges for dental care or treatment which is only for cosmetic purposes;
 - 7.07.05.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
 - 7.07.05.08 charges for services rendered while not a member of this Plan;
 - 7.07.05.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
 - 7.07.05.10 charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist,

- 7.07.05.11 charges resulting from injury due to voluntary participation in a riot or civil insurrection;
 - 7.07.05.12 services or supplies, or appliances intended for sport or home use, such as mouthguards, including but not limited to temporomandibular joint dysfunction and myofascial pain syndrome appliances; and/or
 - 7.07.05.13 charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred.
 - 7.07.05.14 charges for which a claim has already been submitted for reimbursement by a member's spouse.
- 7.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend for thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar-day period prior to the date of the last premium payment.
- 7.09 A member who retires prior to his/her normal retirement age may continue participation in the Dental Plan if he/she personally contracts to continue payment of the total premium (City and employee portions) and remits such payment directly to the City on a monthly basis. Retiring members who opt to continue coverage in the Dental Plan must remain members of such Plan until the member's sixty-fifth (65th) birthday.
- 7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

8 GENERAL APPLICATION OF PLANS

The following provisions apply to the Supplementation of Compensation Award provisions, Income Replacement Plan, Income Protection Plan, Group Life Insurance Plan, the Long Term Disability Plan, the Supplementary Health Care Plan, the Dental Plan and Health Care Spending Account, as contained in this Agreement.

8.01 Subrogation Rights

- 8.01.01 All members covered by Plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said Plans, all rights of recovery against any person (including the City itself, or any person for whom whose actions the City is vicariously liable) whose action caused or contributed to an occurrence giving

rise to the Plans making payments to any members or their dependents. The City shall thereby subrogate to any rights members or their dependents may have against any such responsible party, for any amounts paid pursuant to the said Plans or for which the Plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.

8.01.01.01 No member or dependent on whose behalf such occurrence has given rise to payments being made under any Plan shall enter into any action for recovery without first notifying the Plan Administrator. In the event that a member is successful in recovery for such action and the Plan Administrator has not been given notification, then the City shall recover, from the member, any amounts paid pursuant to such Plans or recover, from the member, any amounts paid pursuant to such Plans or amounts for which the Plans have assumed liability including the costs incurred as a measure of obtaining recovery from the member.

8.01.02 The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the Plans, an amount exceeding 15 percent of such claim.

8.01.03 The City shall pay into the appropriate Plan or Plans any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member's status and/or entitlement within the affected Plan shall be restored to the extent of such monies returned to the Plan.

8.02 **Limitations and Exclusions**

8.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled at no cost pursuant to law, or for which there is no cost to the member or his/her dependent because of other insurance against such cost, which has not been personally contracted for by the member. In all other circumstances, co-ordination shall be done

in accordance with Canadian Life and Health Insurance Association Guidelines, as appropriate. Notwithstanding the above, the City's Plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.

- 8.02.02 Any provision of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Union. Employees eligible for coverage under any government plan which is provided shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan.
- 8.02.03 The Income Protection Plan, Long Term Disability Plan and Income Replacement Plan shall not make any payment if a disability results directly or indirectly from:
 - 8.02.03.01 committing or attempting to commit an indictable offence,
 - 8.02.03.02 intentional self-inflicted injury or illness,
 - 8.02.03.03 participation in a riot or civil insurrection,
 - 8.02.03.04 war, whether declared or undeclared,
 - 8.02.03.05 employment for gain other than under an approved rehabilitation program,
 - 8.02.03.06 active duty with any armed force,
 - 8.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City,
 - 8.02.03.08 an occupational illness or injury recognized by the Workers' Compensation Board,
 - 8.02.03.09 injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
 - 8.02.03.10 injury or illness for which the member is not fulfilling any treatment process prescribed by the physician, however, the City reserves the right to challenge a treatment program,

8.02.03.11 No Income Protection benefits or Long-Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this collective agreement.

8.02.04 For the purposes of all City benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories:

- a) Spouse
 - Either i) legal spouse of the member or,
 - ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous two (2) year period.

Where a spouse has previously been claimed as a dependent under the Plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i) or ii) above. In such circumstances the previously claimed spouse shall be deleted. Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.

- b) Dependent Children (Children includes natural, legally adopted or step-children)
 - i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support.
 - ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required.
 - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) the common-law spouse satisfies the definition of dependent

and,

- ii) evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.
- ii) A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

8.02.05 The words "Life Event" when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous two year period,
- Birth, adoption or change in custody of a dependant child,
- Divorce,
- Legal separation or the ending of a common-law relationship,
- Death of a spouse or dependant child,
- Loss of a spouse's or dependant child's coverage under the spouse's employer's plan, or
- Dependant no longer qualifies as a dependant under the plan.

8.03 **Validation of Claims**

8.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of him/her by the City or the Adjudicator of a Plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him/her, any benefits and rights provided by these Plans shall be suspended for the period that the member so refuses.

8.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Income Replacement Plan, Long Term Disability Plan or benefits under the Workers' Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation benefits without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period for which the employee is outside of the Edmonton area.

8.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the

submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:

- 8.03.03.01 the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
 - 8.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
 - 8.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
 - 8.03.03.04 such other processes as may be necessary to validate the claims.
- 8.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of his/her position, in order to be eligible to return to work.
- 8.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.
- 8.03.06 An employee/member shall be responsible for any cancellation fees for failure to attend upon a physician should the employee/member agree to the appointment and then fail to attend without the required notice as prescribed by the Physician and/or a medical justification for failing to attend.

8.04 Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences, choose one of the following options:

- 8.04.01 (1) make arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the

required Long Term Disability Plan contributions for the duration of the leave of absence and shall pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired.

8.04.02 (2) make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue his/her membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, upon re-entry into the Dental Care Plan have benefits limited in accordance with article 7.04.

8.04.03 An employee who does not undertake one of the options provided for in article 8.04. shall, for all benefit plan purposes, be considered to have selected option number two (2) and will be bound by the conditions therein.

8.04.04 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.

8.04.05 The provisions of article 8.04 shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with article 8.03, Part I, Maternity Leave.

8.05 **Benefit Entitlement During Layoff**

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

8.06 **Coordination of Major Medical and Dental Benefits**

The member is eligible to coordinate their benefit reimbursement claims with their eligible dependant when the dependant is covered by another benefit plan.

9 ADMINISTRATION OF PLANS

9.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.

9.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the collective agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of his/her entitlement and shall allocate such funds to the appropriate Plan.

9.03 An advisory committee shall be formed in respect to each Plan named in this collective agreement or the parties may mutually agree to establish one advisory committee to review all Plans named in this collective agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of an equal number of representatives from the Union and the City.

The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals, and shall consist of three (3) representatives from the City and three (3) from the Union.

SIGNED this _____ day of _____ 20____, A.D.

CIVIC SERVICE UNION 52

CITY OF EDMONTON

President

Mayor

City Clerk

Witnessed By

APPENDIX I – SALARY SCHEDULES

		2008	2009	2010
		eff Dec 23, 2007	eff Dec 21, 2008	eff Dec 20, 2009
LEVEL 1	1	15.19	15.87	16.59
	2	15.95	16.67	17.42
	3	16.75	17.50	18.29
	4	17.58	18.37	19.20
	5	18.46	19.29	20.16
	6	19.39	20.26	21.17
LEVEL 2	1	16.75	17.50	18.29
	2	17.58	18.37	19.20
	3	18.46	19.29	20.16
	4	19.39	20.26	21.17
	5	20.36	21.28	22.23
	6	21.37	22.33	23.34
LEVEL 3	1	18.46	19.29	20.16
	2	19.39	20.26	21.17
	3	20.36	21.28	22.23
	4	21.37	22.33	23.34
	5	22.44	23.45	24.51
	6	23.56	24.62	25.73
LEVEL 4	1	21.37	22.33	23.34
	2	22.44	23.45	24.51
	3	23.56	24.62	25.73
	4	24.74	25.85	27.02
	5	25.98	27.15	28.37
	6	27.28	28.51	29.79
LEVEL 5	1	24.74	25.85	27.02
	2	25.98	27.15	28.37
	3	27.28	28.51	29.79
	4	28.64	29.93	31.28
	5	30.08	31.43	32.85
	6	31.58	33.00	34.49
LEVEL 6	1	28.64	29.93	31.28
	2	30.08	31.43	32.85
	3	31.58	33.00	34.49
	4	33.16	34.65	36.21
	5	34.82	36.39	38.02
	6	36.56	38.21	39.92
LEVEL 7	1	33.16	34.65	36.21
	2	34.82	36.39	38.02
	3	36.56	38.21	39.92
	4	38.38	40.11	41.91
	5	40.30	42.11	44.01
	6	42.32	44.22	46.21
LEVEL 8	1	38.38	40.11	41.91
	2	40.30	42.11	44.01
	3	42.32	44.22	46.21
	4	44.44	46.44	48.53
	5	46.66	48.76	50.95
	6	48.99	51.19	53.50

LETTER OF UNDERSTANDING #1
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

* **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 rates of pay to apply to Student Pages shall be as follows:

- Step 1: Minimum wage plus fifteen percent (15%)
- Step 2: Minimum wage plus twenty percent (20%)
- Step 3: Minimum wage plus twenty-five percent (25%)

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 as determined through negotiation between the Board and the Union during the negotiation of a new Collective Agreement. The employment of a Student Page shall end at the end of the summer following 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.

Pay Administration:

Student Pages hired prior to December 31, 2009 shall serve a six (6) month probationary period. This probation shall not be extended. Student Pages shall progress to Step 2 only upon successful completion of probation. Thereafter, Student Pages shall receive an annual performance appraisal and progress to Step 3 by merit only.

Student Pages hired on or after January 1, 2010 shall serve a six (6) month probationary period. 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:

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.

LETTER OF UNDERSTANDING #1

STUDENT PAGES (continued)

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.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

L. Cook

[Signature]

[Signature]

[Signature]

[Signature]

Witnessed by:

Thomas Jamison

Wally Gierke

CIVIC SERVICE UNION 52

[Signature]

Jamara Clivers

Judith Busisty

[Signature]

Amanda Hall

Julio Ross

LETTER OF UNDERSTANDING #2
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

HEALTH AND WELFARE BENEFITS

The parties agree that they will be bound by the current, amended or new terms and conditions negotiated between the City of Edmonton and Civic Service Union 52 insofar as Health and Welfare Benefits, Part II and applicable Letters of Understanding are concerned, and by the City of Edmonton regulations, procedures and administrative processes insofar as they apply to Health and Welfare Benefits, Part II and applicable Letters of Understanding.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

T. Cook
[Signature]
[Signature]
[Signature]

Witnessed by: [Signature]
[Signature]

CIVIC SERVICE UNION 52

[Signature]
Jamara Chivers
[Signature]
[Signature]
Amanda Hall
[Signature]

LETTER OF UNDERSTANDING #3
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

*** 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 of the following Alberta post secondary institutions: Grant MacEwan University, N.A.I.T., S.A.I.T., Concordia University College, University of Alberta, University of Calgary, University of Lethbridge and Athabasca University.

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 must adhere to the following criteria:

- The participating student is in at least Grade 9.
- There will be no more than sixteen (16) student placements with the Edmonton Public Library in each calendar year.
- There will be no more than two (2) student placements at any service point/division at any one (1) time.
- The participating student will only be scheduled when the Manager or Assistant Manager is present to supervise. When this is not possible, a supervisor must be present.
- Responsibility for training the participating student lies with the Manager or Assistant Manager.
- The Union will be notified of all Junior and Senior high school work experience placements.
- The Edmonton Public Library may participate in the “National Take Our Kids to Work Day” Program.
- Any additional work experience placements will be subject to the agreement of the parties.

LETTER OF UNDERSTANDING #3

WORK EXPERIENCE EDUCATION PROGRAMS (continued)

The terms and conditions of all Work Experience Education 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.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

[Signature]
[Signature]
[Signature]

Witnessed by: [Signature]
[Signature]

CIVIC SERVICE UNION 52

[Signature]
Jamara Chivers
Quita Basisty
[Signature]
Amanda Hill
Julio Rojas

LETTER OF UNDERSTANDING #4
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

**** JOB POSTINGS**

Notices of vacancies to be filled within the jurisdiction of this Collective Agreement will be emailed to all employees and posted electronically on the Staff Web for a period of seven (7) calendar days. Upon request, hard copies of notices of vacancies will be conspicuously posted at the requested service point/division.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

L. Cook

[Signature]

[Signature]

[Signature]

Witnessed by:

[Signature]

[Signature]

CIVIC SERVICE UNION 52

[Signature]

Jamara Clivers

[Signature]

[Signature]

Amanda Bell

[Signature]

LETTER OF UNDERSTANDING #5
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

**** JOB SECURITY**

Consistent with the Edmonton Public Library Statement of Values and the Edmonton Public Library Management Style document, the Board recognizes the concerns of employees with respect to job security and the filling of full-time vacancies.

The Board values the contributions of all employees and is sensitive to the job security concerns of Edmonton Public Library employees.

The Board recognizes the Union has an interest in preserving a core of full-time employees and undertakes to maintain a dialogue with the Union on issues that affect this core component. The Board, whenever fiscally and operationally feasible, will maintain existing full-time jobs and create new full-time jobs.

The Employer will undertake to inform the Union of full-time positions that have been split into part-time positions.

The Labour / Management Consultation Committee will provide a forum for this continued dialogue.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

CIVIC SERVICE UNION 52

L. Cook

[Signature]

[Signature]

Jamara Chivers

[Signature]

Judith Bastien

[Signature]

[Signature]

[Signature]

Amanda Hall

Witnessed by: [Signature]
[Signature]

Julie Lee

LETTER OF UNDERSTANDING #6
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

**** SCHEDULING REVIEW COMMITTEE**

The Edmonton Public Library commits to the establishment of a Joint Committee to review guidelines on scheduling.

- 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 Business Agent. 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 January 31, 2010. The review process and further timelines will be determined at the discretion of the Committee.
- 3) The Committee will present its findings and recommendations to the Labour / Management Consultation Committee.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

L. Cook

[Signature]

[Signature]

[Signature]

Witnessed by: [Signature]
[Signature]

CIVIC SERVICE UNION 52

[Signature]

Jamara Chivers

Judith Basisty

Amende Hall

[Signature]

Julio Robs

LETTER OF UNDERSTANDING #7
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

**** VOLUNTEERS**

The use of volunteers shall not lead to the lay-off of a bargaining unit employee or the elimination of positions in the bargaining unit.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

CIVIC SERVICE UNION 52

L. Cook

[Signature]

[Signature]

Jamara Chivers

[Signature]

Quaith Basisty

[Signature]

[Signature]

[Signature]

Amanda Bell

Witnessed by: Theresa Livingston

Julie Ross

Wally Gochler

LETTER OF UNDERSTANDING #8
between
THE EDMONTON PUBLIC LIBRARY BOARD
and
CIVIC SERVICE UNION 52

**** RED-CIRCLED EMPLOYEES (HAY CLASSIFICATION SYSTEM) BENEFITS**

This letter of understanding shall apply to all employees who were red-circled after December 31, 2002 as a result of the 2008 implementation of the Hay Classification System and who will not enter the established pay schedule during the term of the 2009-2010 Collective Agreement.

In the first pay period of 2010, full-time employees (as described above) will receive a one-time lump sum payment of \$1,500.00 and part-time employees (as described above) will receive a one-time lump sum payment of \$750.00.

SIGNED this 17 day of December, A.D. 2009

THE EDMONTON PUBLIC LIBRARY BOARD

CIVIC SERVICE UNION 52

L. Cook

[Signature]

[Signature]

Jamara Chivers

[Signature]

Judith Basisty

[Signature]

[Signature]

[Signature]

Amendez Hall

Witnessed by:

[Signature]

Julio Ross

[Signature]

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