

COLLECTIVE BARGAINING 2021 TO 2024

EDMONTON PUBLIC LIBRARY

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CIVIC SERVICE UNION 52

Summary of Negotiated Changes to the Collective Agreement

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

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

Term of the Collective Agreement

A 4-year term commencing on December 20, 2020, ending on December 28, 2024.

General Wage Increase

2021, effective December 20, 2020 - **0%**

2022, effective December 19, 2021 – **1.25%**

2023, effective January 1, 2023 – **2%**

2024, effective December 31, 2023 – **3%**

The above wage increases are applied retroactively.

Lump Sum of \$1000, subject to mandatory withholdings

- This amount is not attached to 2021 but is instead offered as a signing bonus. Therefore, there is no retroactivity.

- To be eligible for the \$1000 lump sum payment, you must be currently employed with EPL on the date of ratification (the date that the Memorandum of Agreement is ratified by both the Union and the Board of Trustees).
- Members on Short-Term Disability, Long-Term Disability, WCB, Maternity or Parental Leave will also receive this amount. Members in temporary management or out of scope positions are also eligible.

(New) Preamble

This is new language that will be added to the beginning of the Collective Agreement, but it will not be assigned an Article number. The language is intended to provide some guidelines in supporting a collaborative relationship and effective communication between Management, Staff and CSU 52.

Reference:M02 (starting on page 4)

- 3.02.01, new definition of “Unbroken Service”. Part of the definition came from Article 9.02.16, which has now been moved into 3.02.01.
- 3.02.02, updated definition of “Continuous Employment” and reference that the words are used in Part II, Health and Welfare Benefits.
- 3.03, title change from “Employee” to “Employment Status”.
- 3.03.01, updated definition to include that permanent employees are eligible for benefits under Part II of the Collective Agreement.
- 3.09, Promotion. Housekeeping definition change of “rate of pay” to “Pay Band per the Schedule of Wages (Appendix I).
- 3.XX, Regular Rate of Pay. New definition.
- 7.01, 7.01.02, Temporary Employees. Updated “shall” to “will” and added the word “weekly”.
- 9.02.02, housekeeping changes from “unbroken employment” to “unbroken service” to align with the new “Unbroken Service” definition.
- 9.02.16, removed and added to 3.02.01 new definition of “Unbroken Service”.
- 9.04.03, housekeeping change from “remained in continuous employment” to “unbroken service” to align with the definition of “Unbroken Service” in 3.02.01.

Reference: M3

4.02 Notice of Investigation

- New language added to ensure that EPL will issue a notice of investigation with 15 days of an issue reasonably coming to the attention of the Employer.

4.03 Disciplinary Notices

- 4.03.01, language update that the parties recognize the right to discipline for just cause.
- 4.03.02, language change that disciplinary action will be provided within 10 working days from the completion of the investigation. This language used to say within 10 days of the infraction, so this change allows the employer additional time to complete an investigation. The Union has always extended timelines for completing investigations as 10 days is not enough time, so it made sense to us to make this change.
- (new) 4.03.04, language added that if someone is away from work for 30 days or more, the length of time that discipline remains on file is extended by the same number of days.

Reference: M4

5.02.02, Forwarding of Union Dues. Updated language that dues will be sent electronically and a housekeeping change that the list of employees will also be forwarded.

Reference: U3

- **5.05 Employee Contact Information.** Updated language for the employer to provide personal email addresses.
- **5.06 New Employee Orientation.** Updated language to allow the Union to distribute information and collect contact information during orientation sessions.

Reference: U4/M31

6.03 Occupational Health and Safety.

- Addition of “wellness” program.
- Addition of language for employees to report unsafe conditions to their manager and if not corrected, to bring it to the attention of the Health and Safety Committee.
- Updated language that no employee “will be required to” operate any tool...
- 6.03.01 Update name of the Health and Safety Committee (HSC).
- Change “shall” to “will” throughout.
- (new) 6.03.02, moved Health and Safety Liaisons from Letter of Understanding #8 into the Collective Agreement.

Reference: M09

- 8.01 Wages, changes from “shall” to “will” throughout
- 8.01.02 Permanent and Part-Time Employees, Language added to show what happens when an employee isn’t granted a merit increment. Allows the employer to provide a wage increment once performance has improved to a satisfactory level, rather than waiting until the next anniversary date.
- 8.01.04, Performance Appraisals. New language that employees will receive an annual performance appraisal.

Reference: M11

(new) 8.01.04, Incorrect Remuneration. New language to allow the Employer to correct an incorrect pay.

Reference: M10

8.04 Stacking of Premiums. Clarification change, that except for 7.07 Shift Differential, no other premium will be stacked. Note: the language change is not “red” in the signed document.

Reference: M12/U15

9.01 General Holidays.

- Removed language from 9.01 and added it to 9.01.01
- Addition of National Day for Truth & Reconciliation to the list of general holidays
- Removed Government of Alberta or the Government of Canada. When Provincial and Federal governments proclaim a holiday, it does not necessarily mean that it is a paid statutory holiday. In order for a statutory holiday to be a paid holiday, the Employment Standards Code needs to be amended. The language was already tied to the City. The reason we left it in is because it is possible for the City to declare a paid holiday for employees, which is what they did with National Day for Truth and Reconciliation. This holiday is not a paid holiday under Employment Standards.
- 9.01.01, 1st paragraph adds clarification that permanent full-time employees will be eligible for general holidays upon commencement. 2nd paragraph is updated for the current practice for calculating general holiday pay for employees working less than full-time hours and ensures that if Employment Standards provides a lesser benefit in the future, we have the current practice written into the Collective Agreement. 3rd paragraph is updated to remove wordy language.

- 9.01.02, clarified language that employees are not eligible for general holidays if they are on an unauthorized absence and other housekeeping changes.

Reference: U1(a), 9.02 Vacations

- 9.02.03. Clarification that vacation entitlement resulting from working extra hours will be paid out bi-weekly.
- (new) 9.02.04. New language to show that employees working more hours while in a temporary position will accrue vacation according to the hours assigned.
- 9.02.12 Renamed article from “Cash Settlement” to “Vacation Payout”. Moved some of the language into 9.02.03 and updated language for clarity.

Reference: U1A/M20

Moved seniority language related to vacation selection from the seniority clauses in 14.04 and 14.05 to 9.02.16 and 9.02.17.

Reference: U16

9.05, Bereavement Leave

- Now applies to all employees
- Added fiancé(e) and interdependent adult
- Updated language throughout to “shifts” instead of “days”
- Updated language throughout to “will” instead of “shall”
- Added language that paid bereavement leave should not exceed an employee’s regular weekly hours
- 9.05.03 Increased from 0.5 day to “Up to one full shift” for the death of persons more distantly related

Reference: U17

9.07 Sick Leave for Part-time Employees. Reduced the amount of time to be eligible for sick leave from three years to one year.

Reference: U19

(new) 9.14 Personal Leave.

- Addition of one personal leave day (up to 7 hours). If you need a day off and your shift is 5 hours, then you will be paid 5 hours. If your shift is 7 hours, then you will be paid 7 hours.
- Clothing Allowance, which was Article 9.14, will now move to Article 28

Reference: U8/M17

10.01 Probation

- Moved language regarding the extension of a probationary period from 10.01.03 to 10.01.01.
- Added 10.01.03 extending the probationary period if employees are absent for 30 consecutive calendar days or more.
- Changed “shall” to “will” throughout.
- 10.01.05, added clarification “of the Employer”.

Reference: M18

12 Lay-offs, Recalls, Transfers and Technological Change

- Changed “shall” to “will” throughout
- 12.01.01, added language to describe a workforce reduction.
- 12.01.02, added language to require the Employer to meet with the Union to discuss the process, context and circumstances resulting in the workforce reduction
- 12.01.03, added language that if the parties can’t reach an agreement, then 12.02, 12.03, and 12.04 will apply.
- 12.05, removed the term “suffer” throughout and replaced with clarifying language
- 12.06.01, removed the word “plant” as it’s irrelevant.
- 12.06.02, changed “Permanent employees” to “Employees”, since any status of employee could be affected.

Reference: M19

13 Posting and Filling Vacancies

- Updated language that vacancies will be posted internally instead of emailed to all employees.
- Updated language to a minimum of seven calendar days. EPL may want to post jobs for a longer duration.

Reference: M19

- 13.03, added clarifying language for when the Employer can fill vacancies from amongst the original applicants on a posting
- e) added the word “additional” and included “employment status” as one of the criteria for increasing the number of positions on a posting
- Last paragraph, extended the amount of time from 3 to 4 months and that EPL will notify the Union when additional positions are added to a posting.

Reference: M19

13.04, a change from 90 days to 150 days for when EPL is required to post a temporary position.

Reference: M20**14 Seniority**

- 14.02.01, language added to determine seniority date when two or more employees have the same seniority date. This language is similar to the City of Edmonton.
- 14.03, added “and as otherwise referenced in the Collective Agreement.” to ensure we are not missing seniority references
- Moved other language to Article 5.06 and Article 9.02

Reference: M21**16 Dispute Resolution Process**

- Changed the entire Dispute Resolution Process, although the intent has not changed.
- Allows for a grievance to be filed 10 days after the informal process concluded or 10 days from the date on incident. This allows the parties to continue in the informal process for as long as needed, instead of having to extend timelines.
- Timelines added throughout for the parties to initiate discussions for scheduling a date to meet, and for a response by the responding party.

Reference: M23

Article 22, Health and Welfare Benefits

Added language to clarify that “the City” in Part II Health and Welfare Benefits means “the Employer”.

Reference: U25

1 Income Protection Plan (Short-Term Disability)

- Changed the level of pay provided.
- All employees who have worked for more than 90 days are eligible for Short-Term Disability paid at 100%.
- Previously, employees who worked more than 90 days, but less than 1 year, were eligible for 90% pay.

Reference: M22

Part II Health and Welfare Benefits, 1.03 Benefits

- Added language that an employee in a temporary position will have their income protection benefits reduced to their base position’s rate of pay and weekly hours upon return to the base position.

Part II, Health and Welfare Benefits. Article 2, Long Term Disability (LTD) and Article 7, Dental Plan

- Housekeeping change to add that members continue to participate in LAPP and Union dues.
- Housekeeping change to remove Article 7.10 since dental benefits are already noted in Article 2.09.

Part II, Health and Welfare Benefits. Article 3 Windup of Former Income Replacement Plan

Housekeeping deletion of Article 3, and all references to the Former Income Replacement Plan. This plan no longer exists and everyone who was a part of the former plan has already been paid out.

Part II, Health and Welfare Benefits. Article 6 Supplementary Health Care Plan

Housekeeping addition of “with a DIN assigned by Health Canada”, which is already a requirement for coverage under the health plan.

Part II, Health and Welfare Benefits. Article 9.01 Subrogation Rights, 9.01.01

Housekeeping change to remove the words “for whom”.

Letter of Understanding #1, Student Pages

- Renew and upgrade wage grid in accordance with the general wage increase.
- Added language to allow for Student Pages to have bereavement leave.

Letter of Understanding #2, Work Experience Programs

Renew as is, renumber LOU if necessary.

Letter of Understanding #3, Job Security

- Updated language to remove reference to EPL’s Statement of Values, and the Edmonton Public Library Management Style document.
- Update from “shall” to “will”.
- Removal of “fiscally and operationally feasible” to “when there is a feasible business purpose to do so”.
- Added that the Employer will inform the Union “prior to” full-time positions being split, which is the current practice.
- Removal of Labour/Management Consultation Committee as job security is typically handled by EPL and the Union office staff.

Letter of Understanding #4, Volunteers

Renew as is, renumber LOU if necessary.

Letter of Understanding #5, Flexible Hours of work

- Changed “shall” to “will” throughout.
- Housekeeping to remove “a” and “an”.

- Added “Senior Advisor” to Indigenous Relations.
- Added: Kitchen positions, Maintenance Coordinator, Digital Content Coordinator.
- Added “Division” to Marketing and Fund Development.
- Changed “Systems Analyst” to “IT Services Division”.
- Change “lunch” to “meal” breaks.

Letter of Understanding #6, Shift Exchanges

Moved into the Collective Agreement as new clause 7.04

Letter of Understanding #7, Call-In Employee

Renew as is, renumber LOU if necessary.

(New) Letter of Understanding #10, Modified Selection Program

Allows EPL to post jobs for persons with disabilities, if no internal candidates are identified through an internal job posting first.

(New) Letter of Understanding #X, Scheduling First Aid Training

Renew the LOU for Scheduling First Aid Training.

(New) Letter of Understanding, Scheduling Review Committee

EPL and the Union have a shared interest regarding scheduling issues. The parties have agreed to strike a committee to review scheduling challenges and explore and find creative scheduling solutions.