

AGREEMENT

between

**THE CALGARY PUBLIC
LIBRARY BOARD**

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES**

LOCAL 1169

FOR 01 April 2014 to 31 December 2017

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403-616-4184

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TABLE OF CONTENTS

TITLE	PAGE
ARTICLE 1 - Purpose and Coverage	3
ARTICLE 2 - Term of Agreement	4
ARTICLE 3 - Retroactivity	4
ARTICLE 4 - Copies of agreement	5
ARTICLE 5 - Dues Check-off	5
ARTICLE 6 - Grievance procedure	6
ARTICLE 7 - Union Representatives	10
ARTICLE 8 - Discrimination and Personal Harassment	10
ARTICLE 9 - Hours of Work	11
ARTICLE 10 - Holidays	13
ARTICLE 11 - Vacations for Full Time Employees	14
ARTICLE 12 - Vacations for Regular Part Time Employees	15
ARTICLE 13 - Leaves of Absence	16
ARTICLE 14 - Remuneration	21
ARTICLE 15 - Employee Benefits	23
ARTICLE 16 - Job Descriptions and Job Classifications	28
ARTICLE 17 - Probation and Permanent Employees	28
ARTICLE 18 - Technological and Other Changes	29
ARTICLE 19 - Vacancies, Promotions and Staff Changes	30
ARTICLE 20 - Transportation of Bank Deposits	34
ARTICLE 21 - Personnel Records	34
ARTICLE 22 - Health and Safety Committee	34
ARTICLE 23 - Joint Labour Management Committee	34
ARTICLE 24 - Seniority	35
ARTICLE 25 - Boot Allowance	36
Letter of Understanding - New Central Library Project	37
Letter of Understanding - Sustainable Transition	38
Letter of Understanding - Mechanical Maintenance Assistants: Scheduled Hours of Work	39
Letter of Understanding - RE: Alberta Health Care Coverage	40
Letter of Understanding - Acting Pay for Caretaker (LA1)	40

AGREEMENT made this 7 day of July 2014 BETWEEN:

THE CALGARY PUBLIC LIBRARY
(hereinafter called "The Board")

OF THE FIRST PART

and

THE CALGARY LOCAL UNION NO. 1169
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter called "The Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE AND COVERAGE

- 1.1** The Union recognizes that it is the function of the Board to exercise the regular and customary functions of Management and to direct the working force of the Library System subject however to the terms of the Agreement.
- 1.2** The purpose of the Agreement is to stipulate the rates of pay and the working conditions of those employees of the Board whose bargaining rights are held by the Union as provided within the scope of the Certification.
- 1.3** No employee shall be required to make a written or verbal agreement with the Board or its representative which may conflict with the terms of this Collective Agreement.
- 1.4** Unless it is explicitly stated otherwise elsewhere in this Agreement, formal communication between the Board and the Union shall be between the CEO or designate and the President of Local 1169.
- 1.05**
- (a) The use of volunteers shall not lead to the replacement, transfer, reassignment, or layoff of bargaining unit employees, to a reduction in their hours of work, or to the elimination of positions in the bargaining unit.
- (b) Written statements describing all volunteer contributions shall be provided to the Union; all volunteers will receive statements appropriate to the program(s) in which they participate, to ensure that they are aware of the parameters of their contributions.

- (c) Discussion will take place with Union representatives prior to the implementation of any new volunteer-based program.

1.06 Definitions

- (a) Full-time employee means an employee who has been hired to fill a full-time position, for an indefinite period of time. A full-time employee works a **standard** work week of thirty-five (35) hours per week as per clause **9.01(a)**. A new full-time employee serves a probationary period as defined in clause **17.01**.
- (b) Regular part-time employee means an employee who has been hired to fill a regular part-time position and regularly scheduled for fewer than thirty-five (35) hours per week, for an indefinite period of time. A new regular part-time employee serves a probationary period as defined in clause **17.01**.
- (c) Substitute employee means an employee who has been hired to work on an on-call basis, for an indefinite period of time. A new substitute employee serves a probationary period as defined in clause **17.01**. Unless on an approved leave of absence as per Clauses **13.02,13.03** or **13.05**, substitute employees who have not worked a minimum of twenty (20) hours in a ninety (90) day period will no longer be considered employed by the Calgary Public Library.
- (d) Temporary employee means an employee who has been hired to work for a definite and limited period of time.
- (e) ***Term employee is defined as an employee who has accepted a term assignment. Term assignments will be defined by start and end dates. Such employee will return to their original classification upon completion of their assignment, as per Clause 19.03 (c).***
- (f) ***Manager's designate means: Reporting directly to a Manager, a Manager's designate is responsible to coordinate the daily activities of employees assigned to them and then report those activities back to the Manager. The Manager's designate is required to implement the Manager's decisions through the work of the employees they directly oversee. The Manager's designate has the authority to handle the daily issues and concerns of employees they directly oversee.***

ARTICLE 2 - TERM OF AGREEMENT

- 2.1 This Agreement shall be in full force and effect as of April 1, **2014** and continue in full force and effect through **December 31, 2017** and from year to year thereafter except as hereinafter provided.
- 2.2 If notice to negotiate has been given by either party prior to the termination date of this Agreement, or if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

ARTICLE 3 - RETROACTIVITY

- 3.01 Any employee employed during the term of this Agreement shall receive payments of salaries retroactively to the effective date of agreement. Employees who have retired or terminated during the term of the Agreement shall receive retroactive payments provided such employees apply for the same within sixty (60) days of the date of ratification by both parties of the Agreement. The Board agrees to notify former employees at their last listed address of their right to apply for retroactive pay.

ARTICLE 4 - COPIES OF AGREEMENT 4.01

- (a) The Board agrees that within fifteen (15) working days of a new collective agreement being signed, it shall be responsible for the master typing of the Agreement and any cost thereto. All new or amended sections shall be in ***bold and*** italicized type.
- (b) The Union shall then be responsible for having sufficient copies of the Agreement reproduced in booklet form, the size of which shall be determined by the Union. The Union and Board agree the cost of such reproduction will be shared 50/50 by the Union and the Board.

ARTICLE 5 - DUES CHECK-OFF

- 5.1 The Board agrees that union dues, for each employee covered by this Agreement, shall be deducted on a bi-weekly basis. Such dues shall be set by the Union.
- 5.2 Deductions for union dues for each employee covered by this agreement will be made from each payroll and forwarded to

the Treasurer of the Union not more than ten (10) days following the deduction. They will be accompanied by a list of the names of all employees from whose wages the deductions were made and the number of hours worked by each employee during the pay period. The list will also include the employee's employment status (full-time, regular part-time, substitute or temporary).

5.3 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the dues check-off, and to provide them with a copy of the current Agreement.
- (b) *All new employees will be enrolled in Union orientation upon hire. The Employer agrees that unionized employees will participate in a Union orientation to be held on a quarterly basis (March, June, September, and December) of each calendar year. Such sessions to be held at a mutually agreed upon location. Union orientation will be considered part of the required training for all in-scope unionized employees and take place during their regular hours of work. The Board will pay up to one (1) hour plus travel time for those employees enrolled in Union orientation. At no time will overtime be incurred in order that employees attend such training.***

5.4 The Board agrees to provide the the Union with a complete list of home addresses, **personal** phone numbers, **electronic con- tact information as provided by the employee** and work loca- tions of all persons from whom Union dues are deducted. Lists will be provided at regular intervals two (2) times per year, in April and October.

5.5 Employees are required to provide the Human Resources Office, in confidence, with their current address, phone number, other information the Employer is required by law to maintain and with the name, address and telephone number of a person who can be contacted in the case of an emergency.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 A grievance is a difference between the Employer and the Union or an employee as to the interpretation, application, operation or contravention of the Collective Agreement. A grievance shall state the facts upon which the grievance is based, the particular clause or clauses of the Collective Agreement that are the subject of the grievance and the

remedy requested.

- 6.2** A new probationary employee shall not have the right to grieve their termination of employment during their probationary period.
- 6.3** It is recognized that it is in the interests of both parties to seek an early resolution to differences as defined in **6.01**. Mutual discussions in the form of a Step 0 meeting shall normally take place to investigate a possible grievance, or to discuss a possible resolution, prior to the formal filing of a grievance by any party. At the time of the request for the meeting, the party requesting it shall state the facts upon which the possible grievance is based.
- 6.4** No grievance shall be considered by either party where circumstances giving rise to such grievance should reasonably have been known more than ten (10) working days prior to the first filing of the grievance. For the submission of grievances as provided herein, "working days" shall be considered as the days on which the Library Administration Offices are open to the public for the transaction of regular business.
- 6.5** All communications from the Employer relating to grievances or arbitrations shall be directed to the President of the Local or her designate with copies to the Chief Shop Steward.
- 6.6** A policy grievance involving more than three (3) employees or of general application or interpretation of this Agreement may be instituted by the Union starting at Step 2 of the Grievance Procedure outlined in **6.09 (a)**.
- 6.7** The time limits specified in the grievance procedure may be extended only by mutual agreement in writing between the Employer and the Union, providing that such extension of any Step shall not be a waiver of the time limits for any subsequent Step. Where the party advancing the grievance fails to meet the time limit in any Step, without an agreed extension, the grievance shall be deemed to have been abandoned. Where the party responding to the grievance fails to meet the time limit at any Step of the grievance procedure, the grievance may be advanced to the next Step in accordance with this Agreement.
- 6.8** The aggrieved employee shall have the right to attend without loss of pay or benefits all meetings held with the employer under the grievance procedure excepting arbitration.

6.9 Grievances arising under this Agreement shall be adjusted as follows:

(a) Grievances filed by the Union and/or an employee:

Step 1: The aggrieved person or **their** representative, shall, at a meeting with the appropriate **Manager or Manager's designate** transmit in writing full particulars of her grievance. At such meeting, the employee may have the grievance presented by a designated officer of the Union, or the Union Representative, or by the employee personally.

Step 2: If the alleged grievance is not settled by the **Manager or Manager's designate** within seven (7) working days, the matter shall be referred in writing by the employee or the Union to the CEO, or designate within seven (7) working days.

Step 3: If not settled within fourteen (14) working days by the CEO, or designate to the satisfaction of the Union, then the Union may, within seven (7) working days, refer the matter in writing to a Committee of the Library Board.

Step 4: If not settled within fourteen (14) working days by the Committee of the Library Board to the satisfaction of the Union, then the Union may, within twenty-one (21) working days, refer the matter to arbitration.

(b) Grievances filed by the Employer:

Step 1: The Employer shall transmit in writing full particulars of its grievance to the President of the Union. Within seven (7) working days, representatives of the Union will meet with representatives of the Employer to consider the grievance.

Step 2: If not settled within fourteen (14) working days by the Union to the Employer's satisfaction, the Employer may, within twenty-one (21) working days, refer the matter to arbitration.

6.10 Arbitration

The notice to refer the matter to a Board of Arbitration shall contain a copy of the grievance and the name of the party's appointee to the Board of Arbitration. The other party shall within seven (7) working days, notify the first party in writing of its appointee to the Board of Arbitration. The two appointees shall, within seven (7) working days, after the appointment of the second appointee, select a third person to be the Chairperson of the Board of Arbitration.

If either party fails to appoint an appointee within the specified time limits, the appointment shall be made by the Director of Mediation Services upon the request of the other party. If the two appointees fail to agree upon a Chairperson, within the specified time limit, the appointment shall be made by the Director of Mediation upon the request of either party.

The Board of Arbitration shall hear and determine the difference and shall issue an award in writing and decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the award of the Board of Arbitration, but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Board of Arbitration.

An arbitrator shall not make any decision inconsistent with the provisions of this Collection Agreement, nor shall the arbitrator add to, alter, or amend any of the provisions or deal with any matter not specifically referred to in the terms of this Collective Agreement.

Each party shall bear the expenses of its respective appointee to the Board of Arbitration and each party shall bear equally the expenses of the Chairperson.

Upon agreement between the Board and the Union, a single Arbitrator may be used under the terms of the Alberta Labour Relations Code.

6.11 Witnesses

Commencing at Step 2 of the grievance procedure, the Union and the Board shall have the assistance of appropriate witnesses who shall not suffer any loss of pay and benefits when giving evidence. Both parties shall provide the names of their witnesses at least forty-eight (48) hours prior to the established meeting date.

6.12 Warnings and Discipline

- (a) No employee shall be disciplined or discharged except with cause.
- (b) When an employee is to receive a verbal warning, the employee shall have the right to have a union representative present.
- (c) When an employee is disciplined and the discipline is to be a

matter of record, the employee shall be given written particulars stating the reason for the action and outlining the terms of penalty (where applicable). The employee has the right to have an authorized representative of CUPE Local 1169 present.

Management will notify the Union giving forty-eight (48) hours' notice when an employee is to be disciplined and such discipline is to be a matter of record.

- (d) It is further agreed that after twenty-four (24) months' time any disciplinary document will be removed from the employee's personal record in the Library and in the Union's file, and destroyed and not held against the employee or Management in any way, provided there has been no other discipline in the interim.
- (e) When an employee is suspended for a minor misdemeanour, such suspension shall not go into effect for forty-eight (48) hours after notice of suspension has been given.
- (f) If an employee is exonerated, **they** shall be immediately reinstated in **their** former position without loss of seniority. **They** shall be reimbursed for all lost time and benefits within eleven (11) working days.

ARTICLE 7 - UNION REPRESENTATIVES

- 7.01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. The Union will supply the CEO, or designate with the names of officers and authorized representatives. Said officers or representatives shall be recognized by Management as part of the grievance procedure.
- 7.2** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, without interference, when handling grievances, complaints, negotiating with the Employer, investigating disputes and preparing and presenting adjustments. Such representatives shall have access to the Employer's premises when engaged in these activities.
- 7.3** The Union recognizes that each Union representative is employed by the Employer and that **they** will not leave **their** work during working hours without permission. Therefore, no Union representative shall leave **their** work to carry out the activities described in clause **7.02** without obtaining the

permission of ***their Manager or Manager's designate***, permission which shall not be unreasonably withheld. The foregoing shall not conflict with the employee's right to self-representation.

- 7.4 Five (5) representatives of ***the Union*** shall not suffer any loss of pay for time spent in joint meetings related to negotiations. Two (2) representatives of ***the Union*** shall not suffer any loss of pay in joint meetings related to grievances or to other topics of concern to both parties. ***Union representatives in joint meetings will be compensated for their participation at their regular rate of pay as outlined in the Collective Agreement.***

ARTICLE 8 - DISCRIMINATION AND PERSONAL HARASSMENT

8.1 Discrimination

- (a) The Board and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in accordance with the Alberta Human Rights, Citizenship and Multiculturalism Act, nor by reason of ***their*** membership or activity in the Union.
- (b) In no instance will two (2) members of the same immediate family be appointed to positions in the same Unit.

8.2 Personal Harassment

- (a) The Board agrees that no employee shall be subjected to personal harassment. Personal harassment shall be defined as repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This will not prevent Management from disciplining or terminating for cause.
- (b) The President of Local 1169 or her designate may convene a meeting with the CEO, or designate to discuss the allegations of personal harassment.
- (c) Failing resolution under Section **8.02 (b)**, particulars may be communicated in writing to the CEO, or designate. The employee shall have recourse to the Board, whose decision shall be final and not subject to grievance.

ARTICLE 9 - HOURS OF WORK

9.1 Work Week

- (a) The standard working week for full-time employees shall be

thirty-five (35) hours per week made up of five (5) days of seven (7) hours each day from **Sunday to Saturday**.

- (b) The Union shall be informed of any existing variations in the standard work week. Management shall advise the Union of its intention to make other regularly scheduled variations in the standard work week.
- (c) Wherever practicable, full-time employees shall have two (2) consecutive days off each week. However, where this is not practicable, employees shall be granted two (2) consecutive days off every two (2) weeks.
- (d) Regular part-time employees shall have their agreed upon regular hours of work and work schedule.
- (e) Except in emergency situations, written notice of any on-going change in hours of work or work schedule shall be given to each affected employee. The **Manager or Manager's designate** will provide as much notice as possible, but at least two (2) weeks' written notice.
- (f) Upon the request of an employee and with the mutual consent of **their Manager or Manager's designate**, alterations may be approved in the above defined work week or work schedule for full-time staff or in the hours of work or work schedule for part-time staff. Overtime shall not apply. The Employer will advise the Union at the time the request is made. A decision shall be made as soon as is reasonably possible with written notification of the decision to the Union.

9.2 Rest Periods

- (a) All employees shall be allowed an unpaid meal break, normally of one (1) hour, during each shift of not less than seven (7) hours, at which time they shall not be required to remain on the premises.
- (b) All employees shall be permitted a paid rest period as follows:
 - i) 15 minutes in each shift of up to 3 1/2 hours; or
 - ii) 25 minutes in each shift of more than 3 1/2 and up to 5 hours; or
 - iii) 30 minutes in each shift of more than 5 hours.It is understood that service to the public shall be maintained.

9.03 Management shall guarantee a part-time or substitute employee who has been called into work and reported for work a minimum of three (3) hours employment at **their** regular

rate of pay.

9.04 **Overtime**

- (a) All overtime **must be prior approved and** authorized by the **Manager or Manager's designate, and** will be paid at the rate of time and a half (x1.5) for all hours worked in excess of the regular hours of work, **which is seven (7) hours a day or thirty- five (35) hours per week.**
- (b) **For regular part-time and substitute employees, that take on additional hours at another branch(s), it will be the employee's responsibility to advise their regular Manager or Manager's designate and the Manager or Manager's designate of the other branch(s) of their hours worked in a day and if the additional hours shall exceed seven (7) hours in a day, or thirty- five (35) hours in a week, prior to accepting any additional hours. Overtime must be prior approved by the Manager or Manager's designate, and will be paid out in accordance with the Collective Agreement.**

9.05

- (a) Employees who work Sundays shall work no more than every other Sunday, except when:
- i) An employee volunteers to work more than every other Sunday; or
 - ii) Operational needs require an employee to work more than every other Sunday.
- (b) Employees who work Sundays shall receive their regular rate of pay for hours worked, plus a Sunday premium of \$0.90 per hour. **Effective January 1st, 2017 the Sunday premium shall increase to \$ 1.00 per hour.**
- (c) **Effective January 1st, 2015, employees who are hired to work Sundays as part of their regular work schedule shall not receive a Sunday premium; however they shall receive two (2) consecutive days off as part of their regular work schedule.**

- 9.6 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of working her choice of cash or lieu time. The taking of lieu time off is to be mutually agreed between the employee and **their Manager or Manager's designate**. An employee will not be permitted to accumulate more than ten (10) working days of time off. Any

unused time will be paid out prior to December 31 of that year.

9.7 Call Back

A full-time employee who is called back to work by **their Manager or Manager's designate** and required to work outside **their** scheduled working hours shall be paid for a minimum of two (2) hours at overtime rates.

ARTICLE 10 - HOLIDAYS 10.01

- (a) The following shall be considered paid holidays: New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, 1st Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all general holidays proclaimed by the City of Calgary, the Province of Alberta and/or the Government of Canada.
- (b) Employees shall be paid for Statutory Holidays in accordance to Employment Standards, and an employee must have worked thirty (30) days for the Library prior to a Statutory Holiday in order to receive Statutory Holiday Pay.**
- (c) In addition to the foregoing "Paid Holidays" Full-time Employees who are in the employ of the Employer on April 1st of each year shall be granted an additional "floater" holiday. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee between **January** 1st and **December** 31st of the entitlement year. Any floater holidays not taken within the entitlement year will be paid out.

10.02

- (a) Full-time employees

Where a legal holiday falls on a Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. Such day off must be mutually agreed upon between the employee and **their Manager or Manager's designate**.

- (b) Regular part-time and substitute employees

Regular part-time and substitutes employees are eligible for

legal holidays as defined in Clause **10.01 (a)** and shall be paid in accordance with the Employment Standards Code (Alberta).

10.03 No benefits shall be granted to an employee for any legal holiday if the employee is absent the working day immediately before or following the holiday, **such as when an employee is on LTD, WCB, or on an unpaid leave**, unless Management has granted prior permission. Proof of illness may be requested in the form of a medical certificate. This request must be made at the time of notification of illness.

ARTICLE 11 - VACATION FOR FULL TIME EMPLOYEES

11.01

(a) Full-time non-professional employees shall have earned vacation on the following basis:

After 1 year's service 2 weeks or 70 hours

After 2 years' service 3 weeks per year or 105 hours per year

After 8 years' service4 weeks per year or 140 hours per year

After **15** years' service 5 weeks per year or 175 hours per year

After 25 years' service 6 weeks per year or 210 hours per year

(b) Effective April 1, 2012, Full-time Professional Librarians shall have earned vacation on the following basis:

After 1 year's service 4 weeks per year or 140 hours per year

After 15 years' service 5 weeks per year or 175 hours per year

After 25 years' service 6 weeks per year or 210 hours per year

(c) Employees who are appointed to full-time positions after January 1, 2001 shall have all hours of previous continuous service taken into account when their rate for earning vacation is established. 1820 hours of service shall constitute one year of service, provided the employee's service has been continuous.

11.02

(a) Vacation cannot be taken during the first three (3) months of employment.

(b) Vacation entitlements shall be credited at least monthly, based on the annual entitlement. Vacation taken shall not exceed the vacation entitlements earned. The time of the vacation shall be mutually agreed upon by the employee and **their Manager or Manager's designate**.

(c) Should a conflict occur in scheduling vacations, the following

factors shall be taken into account: 1. order of receipt of requests, 2. rotation of popular periods of time, and 3. seniority.

- 11.3 One (1) extra day shall be granted for each legal holiday falling within the vacation period.
- 11.4 Subject to the needs of the operation, an employee may take vacation entitlements in **one-half (½)** day or one day increments.
- 11.5 As of January 1, 2007, no employee shall have more than **their** yearly vacation entitlement accumulated at any time. Employees will be notified when they have accumulated their full vacation entitlements. Employees will be required to take vacation which exceeds the entitlement within three (3) months unless approved in advance. An employee who has not reduced their accumulated vacation within three (3) months may be paid out vacation which exceeds their entitlement.
- 11.6 Where an employee qualifies for sick leave, bereavement, or any other approved leave with pay during **their** period of vacation, there shall be no deduction from vacation credits for such absence. To qualify for such absence an employee must be sick for three (3) days or more and produce a medical certificate or proof of bereavement. An employee who qualifies for Sick Leave shall receive credit for all time sick. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date subject to the provisions of clause **11.04**. Notification must be provided within thirty (30) days of the end of the original vacation period and will be forwarded to the Human Resources Department.
- 11.7 Vacation entitlement will not be accumulated while an employee is on leave without pay, **sick leave without pay, LTD or WCB.**
- 11.8 Notwithstanding clause **11.01 (c)**, after four (4) years of employment an employee will be entitled to three (3) weeks of vacation.

ARTICLE 12 - VACATION FOR REGULAR PART TIME EMPLOYEES

- 12.01 Regular part-time employees shall be entitled to unpaid time off for vacation on the following basis:

Up to 3,640 hours of service.....2 weeks or 70 hours per year prorated based on assigned FTE

After 3,640 hours of service.....3 weeks or 105 hours per year

pro rated based on assigned FTE

After 14,560 hours of service.....4 weeks or 140 hours per year pro rated based on assigned FTE

After **27,300** hours of service.....5 weeks or 175 hours per year pro rated based on assigned FTE

After 45,500 hours of service.....6 weeks or 210 hours per year pro rated based on assigned FTE

12.2 Vacation pay for regular part-time, substitute and temporary employees shall be paid as part of the payout in lieu of benefits as outlined in clause **15.03.**

12.3 Vacation cannot be taken during the first three (3) months of employment.

12.04

(a) The time of the vacation shall be mutually agreed upon by the employee and **their Manager or Manager's designate.**

(b) Should a conflict occur in scheduling vacations, the following factors shall be taken into account: 1. order of receipt of requests, 2. rotation of popular periods of time, and 3. seniority.

12.05 Notwithstanding Article **12.01**, after four (4) years of employment an employee will be entitled to three (3) weeks of vacation pro rated based on assigned FTE.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Procedure

(a) All applications for leave of absence pursuant to clauses **13.02** and **13.03** shall be submitted in writing by the employee to **their Manager or Manager's designate.** The Manager **or Manager's designate** will forward the application to the Human Resources Department. **The Human Resources will forward requests** to the CEO, or designate.

(b) An employee who intends to work for gain during a leave of absence shall advise the employer at the time of application.

(c) When an employee is granted leave of absence for a period of thirty (30) days or less, it is understood that such employee is required to pay **their** own share of benefit premiums and any other levies which are proper to be made. If the period of leave of absence is more than thirty (30) days, then the employee is required to pay both **their** own and the employer's

share of benefit premiums.

- (d) Payment for benefit premiums while employees are on leave of absence without pay for a period of more than thirty (30) days may be made in one lump sum or by monthly post-dated cheques.

13.2 General Leave

The CEO, or designate may grant leave of absence to an employee should application for such leave be made. Should an employee be granted leave of absence during any period of probation, such probationary period shall be suspended during the leave and shall resume when the employee returns to work.

13.03 Political Leave

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

13.4 Bereavement and Mourner's Leave

- (a) Leave of absence in order to carry out responsibilities incurred by the death of a relative will be permitted at the discretion of the CEO, or designate. ***Paid leave of absence for this purpose shall apply only to full-time permanent employees.***

For this purpose a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, spouse equivalent, child or foster child, guardian, mother-in-law or father-in-law and grandparent or grandchild of the employee.

The employee will put the particulars of their request in writing and forward it to their ***Manager or Manager's designate*** for their signature. The request will then be forwarded to the Human Resources Department for verification, who will forward it to the CEO, or designate for approval.

Leave of absence of up to five (5) regularly scheduled consecutive working days without loss of pay shall be granted for ***a full-time*** employee to attend a funeral or other passage ceremony. Where the funeral or other passage ceremony

occurs outside the province, leave without pay for reasonable travelling time not to exceed seven (7) days, may be granted.

- (b) "Spouse equivalent" is defined as a person with whom the employee has a same sex relationship of at least **(1)** one year's duration.
- (c) In addition to the above specified day's leave with pay, two (2) days' leave without pay shall be granted upon request. Additional time as is reasonably necessary may be granted as leave without pay, with the proviso that all applications for such extensions must be submitted at the time of the original request unless extenuating circumstances justify otherwise.
- (d) Where the employee under this clause is unable to attend the funeral or other passage ceremony because of distance, one (1) day leave with pay shall be granted upon request for mourning purposes.
- (e) Leave with pay to attend funeral or other passage ceremony only, of persons related more distantly than those listed above, may be granted at the discretion of the CEO, or designate.

13.5 Maternity, Parental and Adoption Leave

- (a) An employee after completion of the probationary period shall be entitled to unpaid maternity, parental or adoption leave for a maximum of fifty-two (52) consecutive weeks, including the voluntary and health-related portions of leave.
- (b) Maternity and Parental Leave
 1. The employee shall provide the CEO, or designate with as much notice as possible, but with at least thirty (30) working days' written notice prior to the date the employee wishes to commence such leave. Such request shall include the expected date of delivery, if appropriate, and the amount of leave required.
 2. A permanent full-time employee shall have access to sick leave benefits for any period during **their** maternity leave that **they** establish as a legitimate health-related absence. The benefits shall be paid in coordination with the Employment Insurance plan and will be substantially the same as those to which the employee is entitled under clauses **15.04** and **15.05** of the Agreement.
 3. Other than for health-related reasons, the period of maternity

leave may commence not more than twelve (12) weeks prior to the expected date of delivery.

4. Where a permanent full-time employee has exhausted **their** fifty-two (52) week maternity leave and needs to take extra leave due to ill health, and where the absence is supported by a doctor's certificate, such leave shall be covered by **their** own sick leave entitlement, or by the Sick Leave Bank, in accordance with clause **15.05**, if necessary.
5. The employee may be required to commence maternity leave at any time within the twelve (12) week period, if in the opinion of a medical authority appointed by the CEO, or designate and in consultation with the employee's physician, **their** ability to carry out **their** work assignments is limited.

(c) Adoption Leave

Where an employee seeks leave for the purpose of legal adoption, the employee shall notify the CEO, or designate in writing at the time of application to the Provincial Government. Approved leave will commence within fifty-two (52) weeks after the date on which the adopted child comes into full care of the Employee.

- (d) An employee wishing to return to work from maternity, parental, or adoption leave shall provide the CEO, or designate with a minimum of twenty (20) working days' notice of the date of return. An employee wishing to return prior to the end of the requested leave period may do so at the discretion of the CEO, or designate at any time. The CEO, or designate may request a doctor's certificate from a returning biological mother.
- (e) An employee who elects to take leave of no more than six (6) months shall be reinstated to the position **they** held at the time **they** went on leave without loss of seniority but without claim to any promotions effected during **their** absence on leave. An employee who elects to take a leave of more than six (6) months shall be entitled to return to work to a position comparable to the one **they** held at the time **they** went on leave without loss of seniority, but without claim to any promotions effected during **their** absence on leave.

In all cases where an employee is required to assume a position of a temporary nature as governed by this clause, ten (10) days' written notice of both redeployment and reinstatement shall be given to the employee and **they** shall continue to accrue seniority in **their** former position. Where one or both positions no

longer exist, the affected employee will be reassigned to a position at **their** former classification.

- (f) All notifications and requests pursuant to maternity, parental, or adoption leave shall be submitted in writing by the employee to **their** Manager **or Manager's designate with a copy to the Human Resources Department.**

13.6 Union Leave

- (a) Requests for unpaid leave for the purpose of performing the duties of the CUPE Local 1169 Union President **will include but not be limited to, absences for vacation, professional development, or illness; and will** be based on operational need and shall not be unreasonably denied. Requests for such leave shall be made in writing to the Manager, Human Resources and to the employee's Unit Manager for a period not exceeding one **(1) term of election.** Requests to extend or renew the unpaid leave shall be made in writing to the Manager, Human Resources and to the employee's Unit Manager at least four (4) weeks prior to the expiration of the preceding request.
- (b) The Board shall grant **leave,** for the purposes of performing duties of any office or function of the local or parent Union with the exception of Union President as outlined in Article **13.06 (a).** Requests for such leave shall be based on operation need and shall not be unreasonably denied. Request for leave shall be made in writing to the Manager, Human Resources and to the employee's Manager **or Manager's designate** at least ten (10) working days in advance. The request shall state the employee's name, and time requested for Union Leave. No more than two (2) employees per department or branch shall be booked off time at any one time. Such leave shall be managed by the Union in a reasonable manner and shall be subject to the operational needs of the employer.

During the absence of any employee on Union leave, the employee shall retain **their** original rights in **their** Unit, with no decrease in status, but without claim to any promotions effected during the employees leave of absence.

The employee shall receive regular pay and benefits provided for in the agreement when on Union leave. The Union will reimburse the Board for all pay and benefits at the then current rate during the leave of absence and a reasonable fee for administration purposes. The Union will provide the reimbursement to the Employer on a monthly basis or as mutually agreed between the parties.

- (c) When it is necessary for an employee to be absent from **their** Unit to participate as a Union Representative in any joint Management-Union meetings the employee shall provide **their Manager or Manager's designate** with an much notice as possible of the times and nature of the meeting.

13.7 Citizenship Leave

A permanent full-time employee shall be granted up to a maximum of one-half (1/2) day (three and one-half [3 1/2 hours]) leave with pay to process **their** Canadian citizenship application.

13.8 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority to an employee who is required to serve as a juror or who is subpoenaed to serve as a witness in court. The Employer shall pay such an employee **their** normal earnings. The payment **they** receive for service as a juror or as a witness, excluding payment for travel, meals or other expenses, will be returned to the employer. The employee will present proof of service to the Employer, **along with copies of payment for services they receive as a juror or as a witness.**

ARTICLE 14 - REMUNERATION

- 14.1 Employees shall be paid bi-weekly, i.e., twenty-six (26) times each year.
- 14.2 All employees shall receive salaries as per the attached schedule.
- 14.3 Persons joining the staff of the Board who have experience in libraries shall receive consideration of said experience.
- 14.4 Employees shall be granted one (1) incremental step within their classification for each accumulation of eighteen hundred twenty (1820) hours paid at the basic rate of pay.
- 14.5 Notwithstanding the provisions of the Agreement, the Board reserves the right to adjust upwards the salary paid to any staff member within the limits of the classification.
- 14.6 Transportation
- (a) No employee shall be required to use a personal vehicle on Library business.

- (b) If an employee elects to use **their** personal vehicle on approved Library business which takes **them** from **their** regularly scheduled place of work to another location during the work day and for less than a complete work day, reimbursement shall be made at **a minimum of the** rates established by **Canada Revenue Agency**, including parking fees where applicable.
- (c) Employees authorized to use LRT, bus or taxi for Library business shall not be required to do so on their own time or personally pay for same. If transportation is required during the work day, it shall be authorized both to and from the employees' usual place of work.

14.7 Shift premium

Employees who work between the hours of midnight and 7 a.m. shall receive their regular rate of pay for hours worked, plus a shift premium of **seventy five (\$0.75)** cents per hour. **Effective January 1st, 2017 the shift premium shall increase to eight-five (\$0.85) cents per hour.**

14.8 Over/Under Payments

In the event that an employee is over or under compensated by error on the part of the Employer by reason of salary payment for:

- i) vacation benefits; or
- ii) sick leave benefits; or
- iii) benefit premiums; or
- iv) salary;

The following shall apply:

- (a) For under payments, the Employer shall correct such compensation error as soon as reasonably possible, provided that in any case the correction shall be made no later than the second following pay day from which the employer became aware or reasonably should have become aware.
- (b) For overpayments, the employee will be made aware of the overpayment in writing. A copy of the notification will be forwarded to the Union. The employee may discuss options for repayment with **the** Human Resources. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, **within five (5) business days of notification**, the Employer shall recover the overpayment by deducting up to **twenty** percent (**20%**) of the employee's gross earnings per

pay period **when an employee receives pay** provided that repayment shall be made in full within **five (5)** payperiods. **If the overpayment does not exceed fifty (\$50.00) dollars, then the overpayment shall be deducted off of the next pay. A minimum of twenty five (\$25.00) dollars shall be deducted from each pay until the overpayment is completed in full or paid within five (5) pay periods, whichever is the sooner. In the event that there are two (2) concurring overpayments, the Employer shall recover the overpayment by deducting up to thirty percent (30%) of the employee's gross earnings per pay period and that repayment shall be made in full within seven (7) total pay periods.**

ARTICLE 15 - EMPLOYEE BENEFITS

15.01

- (a) For full-time employees, after three (3) months, the Board shall pay seventy-five percent (75%) of the premiums for Alberta Blue Cross Medical benefits or an equivalent plan which include:
 - i) Extended Health
 - ii) Vision Care
 - iii) Dental Plan
- (b) For full-time employees, after three (3) months, the Board shall pay seventy-five percent (75%) of group life insurance premiums.
- (c) Any changes to **15.01 (a) - 16.01(b)** shall be discussed and mutually agreed upon in writing between the Union and the Board.
- (d) Following receipt by the employer of notice of any proposed changes, additions, or deletions in all insurance plans, benefit plans, contracts, policies, documents and premiums to which the Board is a signatory and that relate to the provision of employee benefits provided under the terms of this agreement, the Union shall be notified at least **thirty (30)** calendar days in advance of the effective date.

15.2 As long as the current E.I. rebate system is in effect, the Library shall give at least six (6) weeks' notice of the form and date that the benefit will take.

15.3 All regular part-time employees shall receive a payout in lieu of benefits. These benefits shall include vacation, bereavement and mourner's leave, **government health care**, supplementary health care, life insurance, sick leave, and Local Authorities Pension Plan.

(a) The value of the payout shall be as follows:

Up to 3,640 hours of service:	15%
From 3,641 to 9,100 hours of service:	16%
From 9,101 to 18,200 hours of service:	17%
From 18,201 hours of service:	18%

All substitute employees shall receive a payout in lieu of benefits. These benefits shall include vacation, bereavement and mourner's leave, government health care, supplementary health care, life insurance, sick leave, and Local Authorities Pension Plan.

(b) The value of the payout shall be as follows:

Up to 3,640 hours of service:	15%
From 3,641 to 9,100 hours of service:	16%
From 9,101 to 18,200 hours of service:	17%
From 18,201 hours of service:	18%

(c) All temporary employees shall receive a payout of **fourteen** percent (**14%**) in lieu of benefits. These benefits shall include vacation, bereavement and mourner's leave, government health care, supplementary health care, life insurance, sick leave, and Local Authorities Pension Plan.

15.4 Sick Leave

(a) Purpose

The purpose of the sick leave benefit as described in section **15.04** is to provide a defined benefit to **a full-time** employee who, by reason of sickness or disability which is not WCB com- pensable, is unable to perform the duties of **their** job.

(b) Accumulation

All full-time employees shall accumulate one hundred and five (105) hours sick leave with pay yearly calculated bi-weekly, the same to be cumulative from year to year to a maximum of one thousand and fifty hours (1050) effective the date of ratification of this agreement. Employees with over one thousand and fifty hours (1050) of sick leave accumulation shall keep their accumulation, but will not accumulate any further sick leave until their accumulation drops below one thousand and fifty hours (1050).

(c) Doctor's Certificate

A doctor's certificate may be required at the discretion of the employer for all absences in excess of three (3) working days or when an Employee demonstrates a discernible pattern of frequent illnesses.

(d) Extension

A full-time employee with more than one (1) year of service who has exhausted **their** sick leave credits shall be allowed an extension of **their** sick leave to a maximum of ten (10) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one day per month. No employee shall have **their** services terminated by virtue of having exhausted **their** sick leave credits. An employee shall not remain in a deficit position with respect to sick leave credits for longer than twelve (12) consecutive months. In such instances, the un-repaid days will be deducted as leave without pay. The deduction will be spread over a maximum of five (5) pay periods.

(e) Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of an immediate member of **their** family (as defined in clause **13.04 (a)** and **(b)**), an employee shall be entitled, after notifying **their Manager or Manager's designate**, to use in each calendar year a maximum of five (5) days of **their** accumulated sick leave for the member of the family who is ill. Clauses **15.04 (d)** and **15.05** do not apply to illness in the family. In extraordinary circumstances additional leave may be granted at the discretion of the CEO, or designate.

15.5 Sick Leave Bank

(a) Purpose

The purpose of the Sick Leave Bank is to provide additional sick leave benefits to employees with a short-term illness or disability who have either used up all their accumulated sick leave or who have not yet accumulated enough. The illness or disability must be serious enough to require the employee to be away from work a minimum of ten (10) working days.

(b) Eligibility

The Sick Leave Bank will apply to all full-time employees who

have completed their probationary period.

(c) Sick Leave Bank Committee

All applications will be reviewed by the Sick Leave Bank Committee which **comprises a minimum of** two (2) members from **both** Administration and the Union.

(d) Contributions

1. Each eligible employee will contribute one-half (1/2) day from **their** accumulated sick leave to the Sick Leave Bank on July 1 each year.
2. The Library Board will contribute one-half (1/2) day per eligible employee to the Sick Leave Bank on July 1 each year.
3. In the case of new employees, their own and the Board's contributions will be made after they have completed their probationary period when that falls before July 1.
4. Upon retirement or resignation, an employee's accumulated sick leave shall be added to the Sick Leave Bank at the rate of fifty percent (50%) of accumulated sick leave to a maximum of fifty (50) days.
5. The Human Resources Office will maintain an up-to-date record of the number of days in the Bank. The record of the accumulated days shall be sent to the Recording Secretary of the Union annually.
6. The Sick Leave Bank shall hold a normal maximum of 1000 days. No contributions will be made for any year where on July 1 of that year, said contributions would place the Bank above its maximum.

(e) Doctor's Certificate

1. A "Doctor's Certificate" is here defined as a medical certificate required by and acceptable to the Sick Leave Bank Committee. It must give an estimate of the probable duration of the illness. Upon return to work if there are medical reasons for the employee's duties to be restricted a further doctor's certificate to that effect will be required including the probable duration of such restriction.
2. Where the Committee does not find a medical certificate to be acceptable, the Committee may consult a second medical

opinion of its choice.

(f) How the Bank is Administered

1. An employee applying for benefits from the Sick Leave Bank may make application to withdraw days from the Bank up to a maximum of twenty-five (25) working days per application. Subsequent applications may be made, to a total maximum of eighty-five (85) working days for the same cause or related causes.
2. An employee not granted days from the Sick Leave Bank may be granted a separation certificate for the purpose of claiming Employment Insurance benefits. A separation certificate issued for this purpose does not mean termination of employment. The certificate will be reclaimed by the Library.

(g) Appeals

Applications rejected by the Committee may be referred to an Appeal Committee whose membership comprises:

1. One (1) nominee appointed by Local 1169 who is not a member of the Sick Leave Bank Committee.
2. One (1) nominee from the Administration who is not a member of the Sick Leave Bank Committee.

The Appeal Committee's decision will be binding.

(h) Procedure

1. The employee must make an application in writing including a doctor's certificate to the Manager, Human Resources. If the employee has been temporarily disabled, a family member or close friend may apply instead.
2. Committee members shall be given copies of all applications. A meeting of the Sick Leave Bank Committee shall be scheduled to consider an application if any Committee member so requests.
3. The employee will be notified in writing of the Committee's decision. Copies of the notification will be sent to the employee's **Manager or Manager's designate** and the Union.

15.6 Long-term Disability Insurance

- (a) The Board will administer a long-term disability plan, the premiums for which are paid by employees.
- (b) With assistance from the employer, employees are required to apply for long term disability benefits as soon as they become eligible under the plan, regardless of any accumulated personal sick leave credits remaining. If the claim is approved by the long term disability carrier, benefits will be paid to employees upon expiration of the qualifying period. Upon request, an employee shall have the right to have a Union representative present during discussions with the employer pertaining to long term disability benefits.
- (c) *An employee receiving long term disability benefits will retain previously accumulated seniority for a maximum period of two (2) years following the date of commencement of disability benefits. However at the end of the two (2) year period the employee shall be terminated from their position by the Board with no notice, or pay in lieu of notice; but shall remain on the LTD plan provided by the Board's benefit provider, until such time as they are no longer eligible to receive LTD benefits.***

15.7 Pension Plan

The Calgary Public Library Board acknowledges that the Canadian Union of Public Employees Local 1169 are members of the Local Authorities Pension Plan in the Province of Alberta and come under the terms of reference of the Plan in accordance with the rules and regulations as set forth in the Local Authorities Pension Act.

15.8 Pre-retirement Counselling

Prior to normal or planned retirement, the Board shall make a one-time contribution of up to **two** hundred dollars (**\$200.00**) towards the reasonable expense which an employee incurs for an authorized pre-retirement counselling programme.

ARTICLE 16 - JOB DESCRIPTIONS AND JOB CLASSIFICATIONS

- 16.1 The Board or its representatives agree to draw up job descriptions for all positions for which the Union is bargaining agent. Copies of job descriptions shall be made available to the Union and to employees requesting same from Management. Management shall notify the Union in writing of changes to a job description or job descriptions.

16.2 Any classification created or changed during the life of this Agreement and whose bargaining area is covered by the Union shall be subject to the Grievance Procedure and rates and conditions shall be effective as of the date of commencement of the classifications. The Board shall notify the Union five (5) working days prior to the posting of a new or changed classification.

16.3 The Board has the right to set pay rates on new or significantly changed jobs, and such decision shall be subject to Union appeal under the Grievance Procedure.

ARTICLE 17- PROBATION AND PERMANENT EMPLOYEES

17.1 Permanent status shall be recognized for all newly hired employees under the following conditions:

- (a) When an employee successfully completes a probationary period of nine hundred ten (910) hours worked in a permanent position; and
- (b) When an employee falls into the category of a permanent full-time employee by virtue of the fact that the employee works a regular full-time schedule throughout the year.
- (c) Full-time temporary employment may be recognized as all or part of the requirement for clause **17.01 (a)**.

17.2 Employees may, at the discretion of Management, be required to pass a medical examination during the probationary period. The standard of such medical examination will be designed to take into consideration the work to be performed.

ARTICLE 18 - TECHNOLOGICAL AND OTHER CHANGES

18.1 Technological change means the introduction of new methods or machines which lead to a substantive difference in job content requiring new or greater skills than are currently used by present employees.

18.2 The Board or its representative shall give the Union notice of any proposed technological change which is likely to cause problems relating to layoffs and/or reduced hours of work.

18.3 No permanent full-time employee shall have **their** employment terminated by the Board for reasons of technological change and/or the contracting out of any process or procedure to companies or individuals offering this type of service.

18.04

- a) In the event that the Board introduces technological change which requires new or greater skills than are possessed by the present employee, such employee shall be able to apply for a transfer, or, at the expense of the Board, be given sufficient training to perfect or acquire skills necessitated by the new method of operation. The nature, specifics and duration of the training period, up to a maximum of four (4) months, is to be determined by the employer. The training will be provided by the employer and shall be provided during the employee's regular scheduled shifts whenever possible. There shall be no change in salary rates or wages during the training period of such employee. The employee shall have no reduction in pay upon being reclassified in the new position for a maximum of eight (8) months.
- (b) If after the training period, the employee is unable to acquire sufficient competence the employer shall give preference to the affected employee for an available vacant position within the bargaining unit for which ***the employee*** has the necessary qualifications.

For the purposes of this article, preference shall mean that where education, training and experience are considered relatively equal, the employee in this category will be given preference over other candidates.

ARTICLE 19 - VACANCIES, PROMOTIONS AND STAFF CHANGES 19.01

- (a) If a position is to be declared redundant, the Union shall be notified in writing.
- (b) When a full-time or regular part-time vacancy occurs or a new position is created in any Department or Branch, it shall be posted within thirty (30) days on a service-wide basis for a period of five (5) working days. It shall normally be filled within sixty (60) days of the effective date of the vacancy.
- (c) If the time requirements outlined in **19.01 (b)** cannot be met, the Union shall be notified in writing within the above mentioned time requirements.
- (d) Temporary positions may be created for special one-time or seasonal project work, for a period of up to six (6) months at which time the status of the position will be reviewed and the

Union notified of the decision. In the event such temporary position becomes permanent it will be posted in accordance with **19.01 (b)**.

- (e) Qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Such vacancies and new positions shall be filled from the staff of the bargaining unit, provided that the applicant can perform all the duties of the job and has seniority as per clause **19.02**.
- (f) No external applicant shall be considered for a posted vacancy or position until all internal applicants have been considered subject to clause **19.01 (g)**.
- (g) New employees must complete six (6) months in their current classification prior to being considered for any other positions. In the event that there are no qualified internal applicants, newly hired employees with less than six (6) months of service may be considered alongside external applicants.

19.02 Education, training and experience shall be considered in transfers and promotions with primary reference to the requirements of the position. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.

19.03

- (a) A copy of all postings shall be forwarded to the Union. When an appointment is made, the Union will be notified in writing of the appointee's name, starting date, classification, **and posting number**.
- (b) When a vacancy is filled the successful candidate's name will be announced in writing on a service-wide basis within five (5) working days of the acceptance of the job offer.
- (c) Substitute opportunities at the classification level of LA2 and above and all term assignments of six (6) months or longer will be brought to the attention of existing employees, through circulation of a memorandum on a service-wide basis for a period of five (5) working days. A copy of these memoranda shall be forwarded to the Union.

Applications will be considered subject to the needs of the operations.

Employees assuming a term assignment will be returned to their same classification upon completion of the assignment. Should a term assignment be extended, the Union will be notified of the decision. A term assignment of less than six (6) months will not be extended without **first** being brought to the attention of existing employees and the Union in accordance with this Article.

19.04

- (a) Employees in any employment category, in accordance with clause **19.01 (g)** (full-time, regular part-time, substitute, temporary) may apply for and be appointed to a position in any other employment category.
- (b) Where service is continuous, all hours worked will be taken into account to establish the start date for benefits, as appropriate to the employment category.
- (c) Where service is continuous, and the positions are held consecutively, hours worked in a position at the same classification as the position to which the employee is appointed will be taken into account to establish the employee's increment date.
- (d) For employees appointed to full-time positions, the rate at which vacation is earned will be established in accordance with clause **11.01 (c)**.

19.5 When an employee is promoted:

- (a) Said employee shall, within five (5) months, retain the right to return to the type of service and classification from which the employee was promoted, without prejudice;
- (b) The Employer, within five (5) months, retains the right to return the employee to the type of service and classification from which the employee was promoted. Said employee may grieve the decision.

19.6 Any staff member promoted in a related field of work shall commence work in the new position at a salary rate not less than the one (1) increment higher than her present salary using the increments of **their** present salary scale as agreed.

19.7 The CEO has the right to transfer employees to various departments or branches provided that the transfer is made within the employee's classification. Management shall give the

employee at least one month's written notice of such transfer. Such notice will indicate the location to which the employee is being transferred and the reason for such transfer. The Union shall be notified in writing.

19.8 Employees may request, in writing, transfers from one department or branch to another on a lateral basis. Such requests will be considered subject to the needs of the organization. The Union shall be notified in writing of the decision.

19.9 Nothing in the foregoing clauses shall be deemed to restrict Management's right to move staff at any time for emergency reasons, providing such moves are not made unreasonably.

19.10 Lay Offs and Recalls

- (a) A lay off shall be defined as the inactivating of a filled full-time position from the establishment.
- (b) In the event of a lay off, employees within the affected classification shall be laid off in reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority who is in a position with an equal or lower classification providing that the bumping employee **has the skills, abilities and experience** to fill the position of the person with less seniority.
- (c) Recall of full-time permanent employees, who have been laid off for reason only of "cut-back" of work, shall be **recalled in order of most seniority first, provided that the employee has the skills, abilities and experience** on a seniority basis, and taking into account ability to perform the available work; and such work shall be paid for at the appropriate rate for the job as per the salary appendix. The Board agrees that in the event it becomes necessary to displace staff in any department, section or branch, for reasons of efficiency of the Library operation, a sincere effort will be made to absorb the employees affected into some other area of the library.
- (d) In addition, employees laid off shall be provided with the payout of all of their vacation accrual at the time of layoff and all benefits shall cease on the date of the layoff.**
- (e) Notice of recall will be by telephone, registered mail, or email to the last known contact information of the employee reflected in the Board's records, as per Clause 5.05. If notification is sent by registered mail it shall be deemed to have been received**

within five (5) working days of the posting date. Within two (2) working days of notification, the employee must confirm with the Board their intention to return to work within seven (7) working days of the date specified for recall.

- (f) Employees refusing recall, or that fail to respond to the Board within the required two (2) working days after confirmation of a recall, or that fail to return to work on the specified date for recall, will be deemed to have quit.***
- (g) In instances where employees have refused recall, or failed to meet the requirements as per Clause 19.10 (f) above and have given up their seniority rights, the Board shall contact the next employee on a seniority basis, provided that the employee has the skills, abilities and experience to perform the available work as outlined in Clause 19.10 (c).***

19.11 Acting Assignments

- (a) An employee, upon being assigned the duties and responsibilities of a higher rated position for a period of (1) week or more shall be paid that rate in the salary range of the class to which **they** are assigned which is next higher than **their** present rated position.
- (b) In no case will the relieving employee be paid more than the employee being relieved.

19.12 Resignations and Retirements

- (a) When a permanent full-time employee resigns, the employee shall give two (2) weeks' notice in writing **to the to their Manager or Manager's designate with a copy to the Human Resources Department, and** the CEO.
- (b) In the case of a retirement, a permanent full-time employee will provide notice in writing to **their Manager or Manager's designate with a copy to the Human Resources Department and** the CEO on the date the employee's application for LAPP is submitted. To avoid interruption in earnings, applications must be sent in three (3) months prior to the retirement date

ARTICLE 20 - TRANSPORTATION OF BANK DEPOSITS

20.01 No employee shall be required to transport cash outside of **their**

place of employment as part of ***their*** duties.

ARTICLE 21 - PERSONNEL RECORDS

21.01 An employee shall have the right to have access to, and review, ***their*** personnel record. In the event of a disciplinary or other action which is grievable under the terms of the Agreement, personnel records used as evidence shall be limited to those contained in the employee's personnel file. An employee shall have the right to make copies of any material contained in ***their*** personnel record.

ARTICLE 22 - HEALTH AND SAFETY COMMITTEE

22.01 ***The*** Joint Health and Safety Committee shall be ***comprised of equal numbers of*** Employer and Union representatives. Union members shall be appointed by the Union to serve as representatives on the Joint Health and Safety Committee.

One (1) of the Union representatives shall be appointed co-chair for the Committee.

The Joint Health and Safety Committee shall identify health and safety problems in the workplace and recommend solutions.

The Joint Health and Safety Committee shall hold regularly scheduled meetings at least ***five (5) times in each calendar year.***

ARTICLE 23 - JOINT LABOUR MANAGEMENT COMMITTEE

23.01 A Joint Labour Management Committee, consisting of ***a mini- mum of*** two (2) Employer representatives and two (2) Union representatives will meet on a quarterly basis in order to discuss matters of mutual interest. The purpose of the committee is not to take the place of or to engage in collective bargaining or grievance handling.

ARTICLE 24 - SENIORITY

24.01 Definition

Seniority, as referred to in this Agreement, shall be defined as the total length of continuous service by all full-time, regular part-time, substitute, and temporary employees in the bargaining unit and shall be on a service-wide basis.

24.02

(a) All employees, on completion of the probationary period, shall accumulate seniority on an hour for hour basis from their original date of hire, and in accordance with clause 25.03.

- (b) Temporary employees shall accumulate seniority on an hour for hour basis from their most recent appointment date.
- (c) The accumulation of eighteen hundred twenty (1820) hours of continuous service is the equivalent of one (1) full-time working year, pursuant to clause 20.04(d).

24.3 Retaining Seniority

- (a) An employee absent from work on an approved leave of absence without pay as defined in article **13**, shall retain and accumulate seniority during the period of absence.
- (b) An employee absent from work on an approved leave of absence without pay except as defined in clause **24.03 (a)**, shall retain but not accumulate seniority during the period of such absence.
- (c) An employee receiving long term disability benefits will retain previously accumulated seniority for a maximum period of two (2) years following the date of commencement of disability benefits.
- (d) A laid off employee will retain previously accumulated seniority for a maximum period of two (2) years following the date of lay off.

24.4 Seniority List

- (a) The Board shall maintain lists of dates used to calculate seniority for full-time, regular part-time, substitute, and temporary employees in the bargaining unit. Updated lists showing the seniority of each employee as of September 30th, shall be sent to the Union by October 31st of the same year.
- (b) Each list shall be arranged according to classification level and further arranged by the date used to calculate seniority within the classifications.

ARTICLE 25- BOOT ALLOWANCE 25. 01

- (a) The Employer will reimburse eligible employees as outlined in clause **25.01 (b)** for the purchase of steel toed boots, up to a maximum of **one hundred and fifty (\$150.00)** per calendar year.
- (b) For the purposes of this Article, active Regular Full-time or

Part-time employees in the following positions are eligible for the boot allowance:

- i) Drivers
- ii) Building Maintenance Assistant
- iii) Mechanical Maintenance Assistants
- iv) Shop Supervisor

Letter of Understanding - NEW CENTRAL LIBRARY PROJECT

The employer will keep the Union informed of the ongoing status of the New Central Library Project through the Joint Labour Management Committee.

In the event that the New Central Library Project moves forward, the Employer will meet with the Union to review transitional staffing plans affecting its members before such plans are finalized and implemented.

Letter of Understanding - SUSTAINABLE TRANSITION

Both Management and the Union recognize and share a common interest, respect and commitment to sustainable environmental practices in our work place. In the continuing pursuit of this goal, both parties acknowledge that change and thoughtful transition will be necessary and that co-operative action leads to successful implementation.

**Letter of Understanding - MECHANICAL MAINTENANCE ASSISTANTS
- SCHEDULED HOURS OF WORK**

The Parties agree that this Letter of Understanding applies to employees who hold the position of Mechanical Maintenance Assistant (**MW3**) within the bargaining unit.

Notwithstanding Article **9**, hours of work, Mechanical Maintenance Assistants will work Sundays when scheduled to do so in accordance with The Power Engineers Regulation of Alberta (Alberta Regulation 85/2003).

Except in emergency situations or by mutual agreement between the employee and the employer, the Mechanical Maintenance Assistants will not be scheduled to work more than every other Sunday.

Letter of Understanding - RE: ALBERTA HEALTH CARE COVERAGE

The Parties agree that should the Government of Alberta reinstate the premium for Alberta Health Care, the parties will meet to discuss the impact of such premium on the Members of the Bargaining Unit and on the Organization as a whole.

Letter of Understanding - ACTING PAY FOR CARETAKER (LA1)

This letter of Understanding applies to employees who hold the position of Caretaker (LA1) within the bargaining unit.

Notwithstanding Article **19.11**, Acting Assignments, Caretakers (LA1) who temporarily replaces a Driver (LA2) will be paid at the LA2 classification for all hours worked at the LA2 level at equivalent step in their present classification.

This Letter of Understanding applies only when a Caretaker (LA1) is replacing a Driver (LA2).

INDEX

Acting Assignments	
Clause 19.11	28
Acting Pay For Caretaker (LA1)	
LOU	35
Adoption Leave	
Clause 13.05	15
Agreement	
Clause 1.01 - 1.04	3
Alberta Health Care Coverage	
LOU	34
Arbitration	
Clause 6.10	7
Bereavement and Mourner's Leave	
Clause 13.04	14
Boot Allowance	
Clause 25.01	30
Call Back	
Clause 9.07	11
Citizenship Leave	
Clause 13.07	18
Coffee Breaks	
Clause 9.02	10
Contracting Out	
Clause 18.03	25
Copies of Agreement	
Clause 4.01	5
Definitions	
Clause 1.06	4
Discipline	
Clause 6.12	8
Discrimination	
Clause 8.01	9
Doctor's Certificate	
Clause 15.04	21
E.I. Rebate System	
Clause 15.02	20
Emergency Contact	
Clause 5.05	5
Employee Benefits	
Clause 15.01 - 15.08	20
Employees Who Work Sundays	
Clause 9.05	10

Employment Insurance Plan	
Clause 13.05	15
Floater/Holiday	
Clause 10.01	11
Formal Communication	
Clause 1.04	3
Full-time Employee	
Clause 1.06	4
General Leave	
Clause 13.02	14
Grievance Procedure	
Article 6.01 - 6.10	6
Health and Safety Committee	
Clause 22.01	28
Holidays	
Clause 10.1 - 10.03	11
Hours of Work	
Clause 9.01	9
Illness in the Family	
Clause 15.04	21
Incremental Step	
Clause 14.04	18
Job Descriptions and Job Classifications	
Clause 16.01 - 16.03	24
Job Posting	
Clause 19.01	25
Joint Labour Management Committee	
Clause 23.01	29
Jury or Witness Leave	
Clause 13.08	18
Lay Offs and Recalls	
Clause 19.10	27
Leaves of Absence	
Clause 13.01 - 13.08	13
Long-term Disability Insurance	
Clause 15.06	23
Manager's Designate	
Clause 1.06	4
Maternity Leave	
Clause 13.05	15
Meal Break	
Clause 9.02	10
Mechanical Maintenance Assistants - Schedules Hours of Work	
LOU	33
New Central Library Project	
LOU	31

Orientation of New Employees	
Clause 5.03	5
Over/Under Payments	
Clause 14.08	19
Overtime	
Clause 9.04	10
Parental Leave	
Clause 13.05	15
Parking Fees	
Clause 14.06	18
Part-time Employee Benefits	
Clause 19.04	26
Part-time Employee Change in Status	
Clause 19.04	26
Payout in Lieu of Benefits	
Clause 15.03	20
Pension Plan	
Clause 15.07	23
Permanent Employee Status	
Clause 17.01	24
Personal Harassment	
Clause 8.02	9
Personnel Records	
Clause 21.01	28
Political Leave	
Clause 13.03	14
Pre-retirement Counselling	
Clause 15.08	24
Probationary Period	
Clause 17.01	24
Purpose and Coverage	
Clause 1.01 - 1.04	3
Regular Part-time Employee	
Clause 1.06	4
Remuneration	
Clause 14.01 - 14.05	18
Resignations and Retirements	
Clause 19.12	28
Rest Periods	
Clause 9.02	10
Retaining Seniority	
Clause 24.03	29
Retroactivity	
Clause 3.01	4
Seniority	
Clause 24.01 - 24.02	29
Seniority List	
Clause 24.04	29

Shift premium		
Clause 14.07		19
Sick Leave		
Clause 15.04		21
Sick Leave Bank		
Clause 15.05		21
Sick Leave Bank Committee		
Clause 15.04		22
Spouse Equivalent		
Clause 13.04		15
Statutory Holidays Pay		
Clause 10.01		11
Substitute Employee		
Clause 1.06		10
Sunday Premium		
Clause 9.05		10
Suspension		
Clause 6.12		8
Sustainable Transition		
LOU		32
Technological and Other Changes		
Clause 18.01 - 18.04		24
Temporary Employee		
Clause 1.06		13
Temporary Employees - Full-time		
Clause 17.01		24
Temporary Positions		
Clause 19.01		25
Temporary Seasonal Employees		
Clause 19.01		25
Term Assignment		
Clause 19.03		26
Term Assignments		
Clause 1.06		4
Term Employee		
Clause 1.06		4
Term of Agreement		
Clause 2.01 - 2.02		4
Termination		
Clause 6.02		6
Transportation		
Clause 14.06		19
Transportation of Bank Deposits		
Clause 20.01		28
Union Dues		
Clause 5.01 - 5.02		5
Union Leave		
Clause 13.06		17

Union Representatives	
Clause 7.01 - 7.04	8
Use of Volunteers	
Clause 1.05	3
Vacancies, Promotions and Staff Changes	
Clause 19.01 - 19.12	25
Vacation for Full Time Employees	
Clause 11.01 - 11.08	12
Vacation For Regular Part Time Employees	
Clause 12.01 - 12.05	13
Warnings	
Clause 6.12	8
Witnesses	
Clause 6.11	8
Work Schedule	
Clause 9.01	9
Work Week	
Clause 9.01	9

NOTES

