

AGREEMENT

between

**COCHRANE
LIBRARY
BOARD**

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES**

Sub-LOCAL 1169

FOR 01 January 2015 to 31 December 2018

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ARTICLE 1 – PREAMBLE

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 Cochrane Public Library subject however to the terms of the Collective Bargaining Agreement.

1.2 The purpose of this Collective Bargaining 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 To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.

1.4 Interpretations and Definitions

For the purpose of this **Collective Bargaining Agreement**:

- a) **Executive Director or designate** is responsible for the day-to-day operations of the library and is Staff Liaison with the Board.
- b) **Employee** means any individual hired by The Board to provide library services to the community.
- c) **Permanent Full Time Employee** means an employee who works forty (40) hours or more per week.
- d) **Permanent Part Time Employee** means an employee who works less than forty (40) hours per week.
- e) **Casual Employee** means **an employee who has been hired to work on an on- call basis, for an indefinite period of time.**
- f) 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. The Library will notify the Union of any new volunteer programs.

g) 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.

h) Union Representative means an individual designated by the Union to represent the members of the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The **Board** maintains management and control of the Cochrane **Public** Library as designated under Section 13 of the Libraries Act of Alberta and Section 18.1, Bylaw 5 / 79 of the Town of Cochrane, and retains all those residual rights of management not limited by expressed terms of this **Collective Bargaining Agreement**.

ARTICLE 3 - RECOGNITION

3.01 The **Board** recognizes the Canadian Union of Public Employees Local 1169 as the sole and exclusive collective bargaining agent for its Employees, as described in Certificate Number 103-2006 dated July 25, 2006, as determined by the Alberta Labour Relations Board, with the exclusion of the **Executive Director**.

ARTICLE 4 - NO DISCRIMINATION

4.01 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 shall two (2) members of the same immediate family be appointed to positions in the same worksite.**

ARTICLE 5 - UNION MEMBERSHIP

- 5.1** Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union, shall as a condition of employment, maintain such membership for the term of this **Collective Bargaining Agreement**.
- 5.2** In order to acquaint new employees with the business and duties of Union membership, within the first six (6) months of employment, a Union Representative may meet for fifteen (15) minutes with each new employee.

ARTICLE 6- CHECK OFF OF UNION DUES

- 6.01** The **Board** shall deduct from every employee in the bargaining unit an amount equal to the regular monthly dues of a Union member and remit same to the Union together with a list of employees on whose behalf the deductions have been made. Such list shall be sent electronically to the Union and indicate each Employee's name, address, home phone number and the amount deducted from each Employee. The total amount of the monthly deductions will be remitted no later than ten (10) days after the last day of each month. The Employer will show the amount of union dues paid by each employee in the previous year on the Income Tax (T-4) Form.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between parties arising out of this **Collective Bargaining** Agreement or incidental thereto, shall pass to and from the **Executive Director or designate** and the designated Union Representative. Any written communication between the Union Representative and the **Executive Director or designate**, specifically, will be copied to **The Board**.

ARTICLE 8 - UNION EMPLOYER RELATIONS

8.1 The **Board** acknowledges the right of the **Union to appoint and train one (1) employee** in the bargaining unit as a **Worksite Steward** and recognizes the **Worksite Steward** as an official representative of the Union.

8.2 Time off, without loss of regular earnings, will be allowed as follows, providing the time off does not interfere with the Library's operations, for:

- a) **Worksite Steward** attending disciplinary interviews, investigating complaints and meeting with grievors;
- b) Employees, who are the subject of discipline and / or who have initiated a complaint or grievance, attending disciplinary interviews and meeting with the Union Representative.

8.3

- a) A Union Bargaining Committee shall be appointed and consist of not **less** than three (3) members of the Union **one of which will be the President of CUPE Local 1169 or their designate**.
- b) The Union shall have the right at any time to the assistance of the Canadian Union of Public Employees National Representative when negotiating with **The Board**.

- c) Any representatives of the Union on the Bargaining Committee, who is in the employ of **The Board**, shall have the right to attend negotiating meetings held within working hours without loss of remuneration.
- d) **The Board will provide the Union with approved copies of minutes and agendas of all Cochrane Public Library Board meetings and all attachments therein at the time of distribution to The Board.**

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 Definition of a Grievance

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

a) A new probationary employee shall not have the right to grieve any disciplinary actions up to and including their termination of employment during their probationary period.

9.2 An employee shall have the right at any step of the grievance procedure to seek the assistance of a Union Representative.

9.3 The Union shall notify **The Board**, in writing, of the name(s) of the representative(s) appointed under **Clause 9.02**.

9.4 Settling of a Grievance

It is recognized that it is in the interests of all parties to seek an early resolution to differences.

Discussions between the parties shall **be in the form of a Step 0 meeting** to investigate a possible grievance, or to discuss a possible resolution, prior to the formal filing of a grievance by any party. Should satisfactory settlement not be reached the grievance shall be processed in accordance with **Clause 9.05**.

9.5 Grievances arising under this Collective Bargaining Agreement shall be adjusted as follows: All grievances, whether individual, group, or policy must be initiated at Step 1 of the Grievance Procedure.

- a) the name(s) of the aggrieved, and
- b) the nature of the grievance in clear and concise detail, and
- c) the section(s) where this **Collective Bargaining Agreement** is claimed to be violated, and
- d) the remedy or correction **The Board** is requested to make.

Step 1

The grievance shall be filed in writing with the **Executive Director or designate** within ten (10) working days of the disputed act. The **Executive Director or designate** will submit a decision in writing to the **Union** within five (5) working days.

Step 2

If the grievance is not settled at Step 1, the **Union** must, within ten (10) working days of receiving the Step 1 decision, file the grievance in writing with **The Board** or drop the grievance. **The Board** will schedule the grievance to be heard at the next regularly scheduled meeting of the Board. The affected employee(s) **and the Union** will attend the Board meeting and be prepared to discuss the grievance. **The Board** shall then submit its decision to the **Union** within five (5) working days following that meeting.

9.6 Mediation

- a) Failing a satisfactory settlement being reached in **Step 2**, the Union may within fifteen (15) working days of receiving the written decision in **Step 2**, refer the dispute to mediation. "Mediation" means a mutually agreeable solution and the process of grievance mediation shall be completed before a grievance proceeds to arbitration.
- b) Termination grievances may be referred directly to arbitration unless there is mutual agreement between the parties to mediate the dispute.
- c) The cost of the mediator will be shared equally between the parties.
- d) The results of such mediation may not be used by either party in arbitration.

9.7 Arbitration

- a) Failing a satisfactory settlement being reached in Mediation, or in the case of a termination grievance, the Union may within thirty (30) working days, refer the dispute to arbitration. "Arbitration" means a binding decision by a third party. When either party requests that a grievance be made by signature confirmed delivery addressed to the other party of the Agreement. The **Board** and the Union may by mutual agreement appoint a single arbitrator who shall constitute the Arbitration Board. Both parties further agree that, in the interest of timely resolution with reduced cost to both parties, wherever possible, a single arbitrator will be appointed.
- b) If agreement cannot be reached on appointing a single arbitrator, an Arbitration Board will be appointed.
- c) Within five (5) days of the decision to appoint an Arbitration Board, each party shall indicate the name and address of its nominee to the Arbitration Board. The two (2) nominees shall appoint a mutually agreed

upon chairperson.

- d) If either party fails to appoint a nominee or if the two (2) nominees fail to agree upon a chair within seven (7) days of their appointment, upon the request of either party the appointment shall be made in accordance with the Alberta Labour Relations Code.

9.8 Arbitration (Three Member Board) Procedure

The **Arbitration** Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as practicable.

9.9 Procedure

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chair **of the Arbitration Board** shall be final, binding and enforceable on all parties, and may not be changed. The Arbitration **Board** shall not have the power to change this **Collective Bargaining** Agreement or to alter, modify or amend any of its provisions. However, the **Arbitration** Board shall have the power to dispose of a grievance by any arrangement which it deems just.

9.10 Expenses of the **Arbitration** Board

Each party shall pay:

- a) the fees and expenses of the nominee it appoints;
- b) one-half (1/2) of the fees and expenses of the Chairperson/ Single Arbitrator.

9.11 Amendment of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of

the parties verbally and confirmed in writing.

9.12 An aggrieved employee shall have the right to attend all meetings with the **Executive Director or designate** or **The Board** dealing with grievances/arbitrations and shall suffer no loss of pay or **benefits under the grievance procedure excepting arbitration.**

9.13 Working days for the purpose of this Article shall mean Monday to Friday, exclusive of statutory holidays.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.1 Progressive Discipline

The value of progressive discipline with the aim of being corrective in a pplication is recognized by both parties. Therefore, except in extreme cases, discipline or discharge should be preceded by a documented record of counseling, warnings (written or **verbal**) and/or suspensions. It is further recognized that to achieve this purpose, the Union Representative **will** be present, at all disciplinary meetings and **will** be copied on all disciplinary notations.

10.2 Whenever an employee (s) is disciplined the discipline will be a matter of management record and the em ployee (s) **and the Union** shall be given written particulars of the discipline whether it be a warning, suspension or discharge.

10.3 a) When an em ployee is to receive a verbal warning **they have** the right to have a Union Representative present.
b) 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 the penalty

(where applicable). The employee has the right to have a Union representative present. The Executive Director or designate 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.

ARTICLE 11 - PERSONNEL RECORDS/PERFORMANCE REVIEW

- 11.1** An employee shall have the right to access and review **their** personnel file at a time mutually agreed to by the employee and the **Executive Director or designate**.
- 11.2** An annual performance review of each employee will be conducted by the **Executive Director or designate**.
- 11.3** Documentation of verbal or written discipline will be removed from an employee's personnel file after twelve (12) months, provided the employee's file has been clear of all discipline, including written, for twelve (12) months.

ARTICLE 12 - SENIORITY

- 12.1** Seniority is defined as the length of service with **The Board** from the date of hire and shall determine preference or priority in vacations, leaves of absence, and recalls from layoff.
- 12.2** The **Board** shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list, including the employee's classification and status, shall be sent to the Union in July of each year.
- 12.3** An employee shall not lose seniority rights, if **they**

have been absent from work because of sickness, accident, lay-off or leave of absence approved by **The Board**.

- 12.4** An employee shall only lose **their** seniority in the event:
- a) **they are terminated** for just cause and not reinstated;
 - b) **they** resign;
 - c) **they are** absent from work in excess of seven (7) working days without sufficient cause or without notifying **The Board**, unless such notice was not reasonably possible.
 - d) **they** fail to return within three (3) working days following a lay-off and after being notified at the last recorded address by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep **The Board** informed of **their** current **contact information**; e) **they are** laid off for a period longer than six (6) months.

ARTICLE 13 - PROBATION PERIOD

- 13.1** Newly hire employees shall be considered to be on probation for a period of six (6) months from the date of hiring.
- 13.2** Either party may terminate **their employment** without notice at any time during the probation period. Such termination will be reflected in writing with a copy to the Union.

ARTICLE 14- PROMOTIONS AND STAFF CHANGES

- 14.1** a) All positions will be subject to a competitive process. The **Board's** intent will be to fill vacancies from within when qualified current employees apply.

b) When a vacancy occurs or a new position is created in the Library, **The Board** will post the notice in the Library so that all employees have an opportunity to apply if they so desire. **The Board** may fill the position temporarily during the posting process. Such temporary position, while not subject to the posting process, shall not fill the posted position beyond a sixty **(60)** calendar day period.

14.2 The notice shall contain the nature of the position, qualifications, abilities required, hours of work and rate of pay.

14.3 a) Promotions will be awarded to employees who meet the qualifications of the position and have the ability to perform the duties required. **Education, training and experience shall be considered in 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.

b) Unsuccessful applicants will be entitled to receive the results of their own ratings and an explanation of why they were not the successful candidate.

14.4 Probationary Period: The successful applicant shall be placed on a **probationary** period of ninety (90) days. Conditional upon satisfactory completion of the trial period, the employee shall continue in the new classification. In the event the applicant proves unsatisfactory, **they** shall be returned to **their** former position and wage rate without loss of seniority. An employee on a **probationary** period shall have the right to return to **their** former position within the same ninety (90) day period if **they** so desire. The **Board** or employee will provide two **(2)** weeks written notice of the decision to return to the former position.

14.5 The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and termination of employment within the bargaining unit within ten (10) working days.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.1 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 employee with less seniority.

15.2 Employees shall remain on a recall list for six (6) months. Employees shall not accumulate seniority, sick leave or other benefits while on lay-off.

15.3 Employees shall be recalled in the order of their seniority, providing they are qualified and have the ability and desire to do the work. Employees recalled to do work at a lower rated job than the job previously held prior to lay-off shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.

15.4 No new employees shall be hired until those laid off, who are qualified to perform the available work, have been given the opportunity of re-employment. If an employee refuses a second recall offer, the employee shall be removed from the recall list and waives all future rights to recall.

ARTICLE 16- HOURS OF WORK

- 16.1** a) September through June the Library will be a seven (7) day per week operation, with varying shifts covering its hours of operation, from Monday through Sunday. Where possible Sunday work will be on a rotational basis. In July and August the library will be a six (6) day per week operations with varying shifts covering Monday through Saturday.
- b) Employees working on a Sunday shall receive a Sunday Shift Premium of one dollar (\$1.00) per hour.
- c) Regular hours of work will be defined as eight (8) hours a day or forty (40) hours per week from Sunday through Saturday in accordance with Clause 17.01.**

16.2 Once established and agreed to in writing, the shift schedule shall then become the employee's regular hours of work. The **Executive Director or designate** will post the weekly shift schedule a minimum of ten (10) working days prior to the start of the shift.

- 16.3** If extra hours or shifts are available, they will be offered equally to:
- a) all qualified part-time employees;
- b) all qualified casual employees.

Where less than twenty-four (24) hours' notice is given to cancel an employee's extra hours or shifts, the employee will be entitled to three (3) hours pay at their basic rate.

16.4 Some flexibility of daily hours of work maybe arranged by mutual consent, in writing, of individual employees and the **Executive Director or designate**.

16.5 Employee's regular hours of work, established by **Clause 16.02**, may only be modified with two (2) weeks written

notice to the employee with a copy to the Union.

16.6 Each employee will be given two (2) consecutive days off each working week wherever practicable.

16.7 a) All employees shall be allowed **one (1)** unpaid meal break, normally of one (1) hour, during each shift of not less than seven (7) paid hours, at which time they shall not be required to remain on the premises;
OR

b) All employees shall be permitted a paid rest period as follows:

i) **fifteen (15)** minutes in each shift of up to **three and one half (3 ½)** paid hours; or

ii) **twenty-five (25)** minutes in each shift of more than **three and one half (3 ½)** and up to **five (5)** paid hours;

OR

iii) **thirty (30)** minutes in each shift of more than **five (5)** paid hours.

It is understood that service to the public; shall be maintained.

16.8 An employee's attendance at a staff meeting, either before or after their shift, or on a day off will be paid at the basic rate of pay as per Employment Standards. Where attendance at a staff meeting exceeds an eight (8) hour shift overtime will apply.

ARTICLE 17 - OVERTIME

17.1 Overtime rates shall be paid at the rate of time and one-half (1 1/2x) the employee's regular rate of pay for any work performed over eight (8) hours in a day or forty (40) hours per week.

17.2 An employee who is called in and required to work

outside his / her regularly scheduled hours shall be paid a minimum of three (3) hours regular pay.

- 17.3** In scheduling overtime, **The Board** agrees to distribute such overtime as evenly as possible among the employees who are qualified to do the required work, except in the case of an emergency.
- 17.4** An employee cannot claim overtime without the prior written approval of the **Executive Director or designate**. The employee must submit, in writing, a request for extra hours which will be considered and approved at the sole discretion of the **Executive Director or designate**.

ARTICLE 18 - PAID HOLIDAYS

- 18.1** The Employer recognizes the following paid general “holidays”: New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day **and all general holidays proclaimed by the Province of Alberta or the Government of Canada.**

When the Library is scheduled to be open on Sundays, Easter Sunday will be treated as a paid general holiday.

- 18.2** The **Executive Director or designate** will schedule employees on Christmas Eve and New Year’s Eve to work no less than a minimum of three (3) hours and to provide for the library to close at 1:30 p.m. with no loss of pay for regularly scheduled hours.
- 18.3** Compensation for Paid Holidays
- a) An employee scheduled to work on a General

Holiday and works receives one and one half (1 1/2x) the same number of hours as worked in lieu at straight time.

- b) An employee scheduled to work on a General Holiday and **the** Library is closed receives the paid time off.
- c) An employee not scheduled to work and works receives one and one half (1 1/2x) for all hours worked.
- d) An employee not scheduled to work and does not work receives **their** normal daily hours in lieu at straight time (see **Clause 18.03 f**).
- e) In order to qualify for Holiday Pay an employee must work their scheduled shift before and after the Holiday.
- f) For the purpose of the Article a 'day' is the employee's regularly scheduled daily hours of work. Where an employee regularly works different hours on different days, the employees regularly scheduled daily hours of work will be the average of the employee's regular weekly hours of work.
- g) The calculation of Holiday Pay for casual employees will be in accordance with the provision of Employment Standards.
- h) Employees do not accrue General Holidays when absent for any reason with the exception that if a General Holiday falls during their vacation, their vacation may be extended by that day.
- i) All banked holidays shall be used within the same calendar year with the exception of Christmas Day and Boxing Day which may be carried forward into the following year and used by March 31st of the following year. Any accrued days off not used as per the foregoing will be paid out at the end of the calendar year, or, in the case of Christmas Day and / or Boxing Day, on March 31st.

ARTICLE 19 - VACATIONS

19.1 All employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Up to 4,160 hours of service2 weeks or 80 hours
prorated based on assigned FTE

**After 4,160 hours of service3 weeks or 120 hours
prorated based on assigned FTE**

**After 16,640 hours of service4 weeks or 160 hours
prorated based on assigned FTE**

**After 31,200 hours of service5 weeks or 200 hours
prorated based on assigned FTE**

**After 52,000 hours of service6 weeks or 240 hours
prorated based on assigned FTE**

**After 62,400 hours of service7 weeks or 280 hours
prorated based on assigned FTE**

A "week" for the purpose of this Article is the employee's regularly scheduled work week.

19.2 If a paid holiday falls or is observed during an employee's vacation period, **they** shall be allowed an additional day's vacation at a time mutually agreed between the employee and **The Board**.

19.3 a) During the month of March of each year, employees will submit their vacation requests for the calendar year.

Where such requests are provided to the **Executive Director or designate** by the 31st of March **of the current calendar year**, vacation will be allocated on the basis of seniority. The **Executive Director or designate** will approve and post the vacation schedule by April 15th **of the current calendar year**, and ensure the shifts are covered.

Requests for vacation submitted after March 31st **of the current calendar year**, will be approved by the **Executive Director or designate** on a 'first come, first served basis within two (2) days of receipt the request. After March 31st **of the current calendar year**, when possible, an employee will submit their request for vacation in writing two (2) weeks prior to the requested start date. For vacation requests submitted after March 31st **of the current calendar year**, the employee will work cooperatively with **The Board** to ensure shifts are covered in accordance with **Clause 16.03**.

- b) Vacation schedules, once approved by the **Executive Director or designate**, cannot be amended or removed without the approval of the employee and the **Executive Director or designate**.
- c) Carry-over of five (5) vacation days each year shall be allowed. Carried over vacation must be used in the succeeding anniversary year. Any further carry-over of vacation time requires written authorization of **The Board**. All requests for vacation carry over shall be submitted in writing for approval at least two **(2) months** before December 31st **of the current calendar year**.
- d) If an employee is hospitalized, or granted any paid leave by **the Executive Director or designate**, while on vacation, **The Board** will credit that time to the employee.
- e) Employees may accumulate vacation leave while on

probation but may not take vacation leave until successful completion of their probationary period.

19.4 Seniority will be recognized for the purpose of vacation entitlement for employees returning to work at the library provided:

- i) the break in service is less than one (1) year, and
- ii) the employee is hired back into a permanent position.

ARTICLE 20 - ILLNESS LEAVE

20.1 Illness leave means the period of time an employee is absent from work with full pay by virtue of being ill or disabled. Absences of more than three (3) consecutive working days will require a medical certificate. In the event of a long term absence in excess of thirty (30) calendar days, **The Board** may request the employee to provide a monthly medical certificate from the employee's physician reporting the progress of recovery and the employee's expected date of return.

20.2 Illness leave shall be earned on the basis of one point two five (1.25) days per month for employees working forty (40) hours per week and prorated accordingly for all other employees.

20.3 Any portion of the unused illness leave shall be accumulated to a maximum of twenty (20) working days. No payout of illness leave will be made when an employee resigns **or is terminated**.

20.4 The **Board** shall, as soon as conveniently possible, after December 31st of each year, provide a summary to the employees of their illness leave records.

20.5 An employee shall be entitled to use illness leave to

care for an ill spouse, child or parent, or to attend a Doctor's appointment or medical procedure. Where the illness of a spouse, child or parent is more than three (3) consecutive working days, the employee shall provide a medical certificate to the **Executive Director or designate**.

ARTICLE 21- LEAVE OF ABSENCE

21.1 Upon written request from the Union to **The Board**, two(2) weeks in advance, leave of absence without pay and without loss of seniority shall be granted to one(1) employee elected or appointed to represent the Union at Union Conventions or Conferences. The length of the leave will be for the time period required to allow the employee to attend the union business. Additional employees may be granted Union leave at the sole discretion of the Executive Director or designate.

- 21.2**
- a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, which must include the day of the funeral, without loss of pay and benefits in the case of the death of a parent, spouse, including common law spouse, child, stepchild, guardian or primary caregiver.
 - b) An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days, which must include the day of the funeral, without loss of pay and benefits in the case of the death of a brother, sister, grand parent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - c) Where the death occurs outside the province, **The Board** may grant additional time not to exceed two (2) working days as may be necessary.
 - d) Additional unpaid leaves of absence related to bereavement may be approved by the **Executive Director or designate** on a case by case basis.

21.3 One-half (1/2) day will be granted without loss of salary or wages to attend a funeral, for any relative not listed in Clause 21.02 provided the **Executive Director or designate** is notified twenty-four (24) hours in advance. The **Executive Director or designate** will be responsible to ensure the shift is covered.

Up to one-half (1 / 2) day may be granted without pay to attend the funeral of a personal friend provided the **Executive Director or designate** is notified twenty-four (24) hours in advance and such request shall not be unreasonably denied.

- 21.4**
- a) An employee who is pregnant and who has been employed by **The Board** for a period of at least twelve (12) months is entitled to parental leave as per the Employment Standards Code.
 - b) An employee who wishes to resume employment upon the expiration of parental leave shall give the **Executive Director or designate** four (4) weeks' notice in writing of the day on which **they** intend to resume employment.

The **Board** shall:

- i) reinstate the employee in the position **they** occupied at the time the parental leave commenced, or
- ii) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date the employee commenced **parental** leave.

21.5 The **Board** shall grant paid leave of absence without loss of seniority to an employee who is required by law to serve as juror or appear as a witness in any c

ourt. The employee will present proof of service.

- 21.6** Where it is necessary for an employee to take leave in order to write examinations or improve qualifications related to the employee's job duties, such leave shall be given without loss of pay or seniority providing the employee has received prior written permission from **The Board**.
- 21.7** The **Board** may grant leave of absence without pay to an employee for reasons satisfactory to **The Board**. Request for such leave shall be in writing and shall be submitted in advance of the commencement of the leave. Unless otherwise mutually agreed, such leave shall not exceed six (6) weeks.
- 21.8** In the event that an employee's work schedule does not provide for three (3) consecutive hours off work while the polling station is open, the employee shall be allowed three (3) consecutive hours for the purpose of casting **their** vote.
- 21.9** Upon written request, **The Board** shall allow a leave of absence without pay for one (1) month so that the employee may be a candidate in a Federal, Provincial or Municipal election.
- 21.10** Requests for leaves of absences without pay for short term absences not to exceed two (2) weeks one time per year will be considered with one week's notice and will not be unreasonably denied.
- 21.11** Employees are entitled to three (3) days leave of absence per year with pay and benefits to attend to personal responsibilities. The employee will provide as much notice as is possible.
- 21.12** Employees will make every reasonable effort to

attend to medical and dental appointments outside their regular working hours. If an employee must attend to an appointment during their regular working hours, they will be allowed to make up the time at the discretion of the **Executive Director or designate**.

- 21.13** Any written request for a paid or an unpaid leave of absence, or vacation, will be responded to by the **Executive Director or designate** as follows:
- i) Seven (7) calendar days for approval of LOA:
 - ii) Fourteen (14) calendar days for approval of vacation subject to the vacation conditions of **Clause 19.03**

ARTICLE 22- PAYMENT OF WAGES AND ALLOWANCES

- 22.1** The **Board** shall pay salaries and wages in accordance with Schedule “ A” attached hereto and forming part of this **Collective Bargaining Agreement**.
- 22.2** The principle of equal pay for equal work shall apply.
- 22.3** The **Board** will, upon written confirmation from the institution that the employee has successfully completed the course with a passing grade, pay the cost of an academic or technical course approved by the **Board**. If an employee’s application for approval is denied, the employee **and the Union** shall be given the reason in writing.
- 22.4** An employee who is assigned the work of a higher classification for three (3) weeks or longer to replace an employee on vacation, illness or leave of absence shall be paid at the higher rate of pay as currently earned by the employee being replaced.

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

i) Vacation benefits;

OR

ii) Sick leave benefits;

OR

iii) Salary

The following shall apply:

a) For under payments, The Board 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 Board 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 Executive Director or designate. By mutual agreement between The Board and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached,

within five (5) business days of notification,

The Board 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) pay periods. 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 Board shall recover the overpayment by deducting up to thirty percent (30%) of the employee's gross earning per pay period and that repayment shall be made in full within seven (7) total pay periods.

ARTICLE 23- JOB CLASSIFICATION AND RECLASSIFICATION

- 23.01** a) The **Board** will maintain up-to-date job descriptions, for all positions in the bargaining unit. Each employee will be provided with a copy of the job description for their positions.
- b) Copies of all job descriptions will be kept in a binder stored in the workroom and be available to all employees.
- c) When a position's job description is changed by **The Board copies of the new or revised job descriptions**, will be provided to the employee and the Union.

ARTICLE 24- EMPLOYEE BENEFITS

- 24.1** Effective January 1, 2015 after one year of continuous permanent service, all full-time employees will receive a **\$750.00** Health Spending Account, pro-rated for part-time employees based on their full-time equivalency. Any balance in the Health Spending Account unused by December 31st **of the current calendar year** may be carried forward into the following calendar year to a maximum of **\$1,500.00**.
- 24.2** A Joint Committee of equal representation from **The Board** and the Union will investigate the costs and specific terms associated with the provision of benefit

plans during the life of this **Collective Bargaining Agreement**.

ARTICLE 25- HEALTH AND SAFETY

- 25.1** The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to the employees engaged in work for the Employer.
- 25.2** The **Board** agrees to provide and maintain First Aid equipment and provide First Aid training **as required under current legislation**.
- 25.3** The **Board** and the Union will establish a Health and Safety Committee which will meet at least four (4) times per year. Meeting minutes will be posted at the worksite and a copy will be sent to the Union.

ARTICLE 26 - LABOUR MANAGEMENT COMMITTEE

- 26.01** A Joint Labour Management Committee consisting of **but not limited to** the **Executive Director** and the President of the Union 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 27 - GENERAL

- 27.01** The **Board** shall provide a Bulletin Board in the staff work area upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 28 - JOB SECURITY

28.1 When **The Board** decides to introduce a technological change, including but not limited to equipment and programs, which effects the employee's job duties, **The Board** agrees to notify the employees as far as possible in advance of their decision and provide relevant information.

28.2 The **Board** agrees to provide and schedule adequate training on all equipment, hardware, software and first aid, and employees shall attend such training. Employees will be paid their applicable rate of pay while attending such training. The **Board** agrees to make every attempt to schedule training during the employee's regularly scheduled working hours.

ARTICLE 29- NO LOCKOUT, NO STRIKE

29.01 During the term of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members.

ARTICLE 30- TERM OF AGREEMENT

30.1 This Agreement shall be in effect from **January 1, 2015** and shall remain in force until **December 31, 2018** and shall continue from year to year thereafter unless either party gives the other party notice in writing not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the 31st day of December in any year that it desires its termination or amendment.

30.2 Any changes deemed necessary to this **Collective**

Bargaining Agreement may be made by mutual agreement at any time during the term of this **Collective Bargaining** Agreement.

30.3 Within thirty (30) days of receipt of notice by one party to enter into negotiations, the parties will establish a mutually agreeable date to commence negotiations.

The parties will exchange proposals for changes or amendments at the first negotiation meeting.

ARTICLE 31- COPIES OF THE AGREEMENT

31.01 a) The Union agrees that within fifteen (15) working days of a new Collective Bargaining Agreement being signed, it shall be responsible for the master typing of the Collective Bargaining 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 Collective Bargaining Agreement reproduced in booklet form, the size of which shall be determined by the Union. The Union and The Board agree the cost of such reproduction will be shared 50 / 50 by the Union and The Board.

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