

AGREEMENT

between

THE TOWN OF COCHRANE LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Sub-unit 1169

FOR 01 January 2019 to 31 December 2022

CUPE LOCAL 1169 Office

PHONE 403-228-3522



Canadian Office &
Professional Employees
/KDB/Local#491

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AGREEMENT made this 29th day of March 2019

**BETWEEN: The Town of Cochrane Library Board
(hereinafter called "the Board")
OF THE FIRST PART**

and

**The Local Union no. 1169 of the Canadian Union of Public Employees
(hereinafter called "the Union")
OF THE SECOND PART**

ARTICLE 1 – PURPOSE AND COVERAGE

- 1.01** The Union recognizes that Management **has the right to** direct the work force subject to the terms of the Collective Bargaining Agreement.
- 1.02** The purpose of this Collective Bargaining Agreement is to **contain provisions governing** the rates of pay and working conditions of Employees within the scope of the **Union and to provide a method of settling differences or grievances.**
- 1.03** All correspondence between parties arising out of this Collective Bargaining Agreement, shall **be directed to** the CEO or designate and the **President or designate.**
- 1.04 Interpretations and Definitions**
- (a) CEO or designate **means the person who** 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 **a standard work week of** forty (40) hours per week.
- (d) Permanent part-time Employee means an Employee who works less than forty (40) **regularly scheduled** 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) Union Representative means an individual designated by the Union to represent the members of the bargaining unit.
- 1.05** (a) Written statements describing all volunteer **activities** 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.

(b) 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.

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 – TERM OF AGREEMENT

3.01 This Agreement shall be in effect from January 1, **2019** and shall remain in force until December 31, **2022** 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.

3.02 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.

3.03 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.

3.04 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 4 – DISCRIMINATION AND PERSONAL HARASSMENT

4.01 Discrimination

(a) The Board and the Union agree that there shall be no discrimination **toward** any Employee in accordance with the Alberta Human Rights Act, 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.

4.02 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 or designate may convene a meeting with the CEO or designate to discuss the allegations of personal harassment.

(c) Failing resolution under Clause 4.02 (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 5 – UNION MEMBERSHIP

- 5.01** 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 CEO.
- 5.02** ***All Employees within the bargaining unit shall as a condition of employment, maintain membership with CUPE Local 1169 in accordance with the CUPE Constitution.***
- 5.03** ***The Board agrees that Union dues, for each Employee covered by this Agreement, shall be deducted on a semi-monthly basis. Such dues shall be set by the Union.***
- 5.04** ***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, casual or temporary).***
- 5.05** ***The Board agrees to provide the Union with a complete list of home addresses, personal phone numbers and electronic contact information as provided by the Employee 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.***
- 5.06** ***Within the first (1) months of employment, a Union Representative may meet for thirty (30) minutes with each new Employee.***
- 5.07** The Board shall provide a bulletin board in the staff work area ***for Union information.***
- 5.08** (a) ***Within fifteen (15) working days of a new Collective Bargaining Agreement being signed, the Union will complete the master typing of the Collective Bargaining Agreement. All new or amended sections shall be in bold and italicized type.***

(b) The Union shall be responsible for having sufficient copies of the Collective Bargaining Agreement reproduced in booklet form, the size of which **they will determine**. The cost will be shared fifty-fifty (50/50) by the Union and the Board.

ARTICLE 6 – UNION EMPLOYER RELATIONS

- 6.01** 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.
- 6.02** 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.
- 6.03** (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 the Union or 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 representative of the Union on the Bargaining Committee, **employed by** the Board, shall have the right to attend negotiating meetings held within working hours without loss of **pay**.
- 6.04** The Board will provide the Union with approved copies of minutes and agendas of all Board meetings and all attachments at the time of distribution to the Board.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 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 **relevant** clause(s) of the Collective Bargaining Agreement 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.

7.02 An Employee shall have the right at any step of the Grievance Procedure to seek the assistance of a Union Representative.

7.03 The Union shall notify the Board, in writing, of the name(s) of the representative(s) appointed under Clause 7.02.

7.04 **Step 0**

*It is in the interests of all parties to seek an early resolution to differences. Discussions **at Step 0** between the parties shall be in the form of a 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 7.05.*

7.05 All grievances, whether individual, group, or policy, must be initiated at Step 1 of the Grievance Procedure **and include** the name(s) of the aggrieved, the nature of the grievance in clear and concise detail, the section(s) where this Collective Bargaining Agreement is claimed to be violated, and the remedy the Board is requested to make.

Step 1

The grievance shall be filed in writing with the CEO or designate within ten (10) working days of the disputed act. ***A meeting will be held with the CEO or designate and the Union within ten (10) days of receiving the grievance.*** The CEO 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, ***submit the grievance to*** the Board or ***withdraw*** the grievance. The ***Union will present*** the grievance 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 submit its decision to the Union within five (5) working days ***of the*** meeting.

7.06 Mediation

(a) Failing a satisfactory settlement **at** 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 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.

7.07 Arbitration

(a) Failing a satisfactory settlement 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, **refers a grievance to arbitration** the Board and the Union may by mutual agreement, appoint a single Arbitrator. Both parties agree that, in the interest of timely resolution with reduced cost **upon agreement**, 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.

7.08 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.

7.09 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. 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.

7.10 Expenses of the Arbitration Board

Each party shall pay the fees and expenses of the nominee it appoints **and** one-half (1/2) of the fees and expenses of the Chairperson/single Arbitrator.

7.11 Extension of Time Limits

The time limits in the Grievance and Arbitration Procedure may be extended by consent of the parties in writing.

7.12 An aggrieved Employee shall have the right to attend all meetings with the CEO or designate or the Board dealing with grievances/arbitrations and shall suffer no loss of pay or benefits under the Grievance Procedure excepting Arbitration.

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

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Progressive Discipline

The **parties recognize the** value of progressive discipline with the aim of being corrective in application. **Except in extreme cases**, discipline or discharge should be preceded by a documented record of counseling, warnings (written or verbal), and/or suspensions. **A Union Representative** will be present at all disciplinary meetings and **the Union** will be copied on all disciplinary notations.

8.02 (a) When an Employee is to receive a verbal warning, they have the right to have a Union Representative present.

(b) When an Employee is disciplined, the Employee shall be given written **details including** the reason for the action and outlining the terms of **any possible** penalty. The Employee has the right to have a Union Representative present. The CEO or designate will notify the Union giving forty-eight (48) hours' notice when an Employee is to be disciplined.

8.03 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 9 – PERSONNEL RECORDS/PERFORMANCE REVIEW

9.01 An Employee shall have the right to access and review their personnel file at a time mutually agreed to by the Employee and the CEO or designate.

9.02 An annual performance review of each Employee will be conducted by the CEO or designate.

ARTICLE 10 – SENIORITY

10.01 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.

10.02 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 **home addresses, personal phone numbers, electronic contact information**, classification and status, shall be sent to the Union in July of each year.

10.03 An Employee shall not lose seniority rights, if they have been absent from work because of sickness, accident, layoff, or leave of absence approved by the Board.

10.04 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 layoff 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 11 – PROBATION PERIOD

11.01 Newly hired Employees shall be considered to be on probation for a period of six (6) months from the date of *hire*.

11.02 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 12 – VACANCIES, PROMOTIONS AND STAFF CHANGES

12.01 (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.

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

12.03 (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.

12.04 *Trial* period: The successful applicant shall be placed *in a trial* 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 *in a trial* 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.

12.05 *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.*

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

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 In the event of a layoff, 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.

13.02 Employees shall remain on a recall list for six (6) months. Employees shall not accumulate seniority, Sick Leave or other benefits while on layoff.

13.03 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 layoff shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.

13.04 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 14 – HOURS OF WORK

14.01 (a) Employees working on a Sunday shall receive a Sunday Shift Premium of one dollar (\$1.00) per hour.

(b) 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 14.01.

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

14.03 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.

14.04 Some flexibility of daily hours of work may be arranged by mutual consent, in writing, of individual Employees and the CEO or designate.

14.05 Employee's regular hours of work, established by Clause 14.02, may only be modified with two (2) weeks written notice to the Employee with a copy to the Union.

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

14.07 (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 (3½) paid hours; or

(ii) twenty-five (25) minutes in each shift of more than three and one half (3½) and **less than** five (5) paid hours; or

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

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

14.08 An Employee's attendance at a Staff meeting, either before or after their shift, or on a day off will be paid at **their** rate of pay. Where attendance at a Staff meeting exceeds an eight (8) hours shift, overtime will apply. **Staff meeting minutes will be posted at the worksite within one (1) week of the meeting.**

ARTICLE 15 – OVERTIME

15.01 Overtime rates shall be paid at the rate of time and one-half (1 ½x) the Employee's regular rate of pay for any work performed over eight (8) hours in a day or forty (40) hours per week.

15.02 An Employee who is called in and required to work outside **their** regularly scheduled hours shall be paid a minimum of three (3) hours regular pay.

15.03 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.

15.04 An Employee cannot claim overtime without the prior written approval of the CEO 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 CEO or designate.

ARTICLE 16 – PAID HOLIDAYS

16.01 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.

16.02 The CEO 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.

16.03 Compensation for **General Holiday Pay**

(a) An Employee scheduled to work on a General holiday and works, **receives regular pay for all hours worked plus time and a half, or, banked overtime in lieu.**

(b) An Employee scheduled to work on a General holiday and the Library is closed, receives **their average daily wage which is an average of five percent (5%) of their previous four (4) weeks’ pay.**

(c) An Employee not scheduled to work and does not work, receives their **average daily wage which is an average of five percent (5%) of their previous four (4) weeks’ pay** (see Clause 18.03 d).

(d) 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 Employee’s regularly scheduled daily hours of work will be the average of the Employee’s regular weekly hours of work.

(e) All **unused lieu days for full time Employees will be paid out at the end of the calendar year except** Christmas Day and Boxing Day, which may be carried forward and used by March 31st of the following year.

ARTICLE 17 – VACATIONS

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

Up to 4,160 hours of service.....2 weeks or 80 hours prorated based on assigned FTE

After 4,160 hours of service.....3 weeks or 120 hours prorated based on assigned FTE

After 16,640 hours of service.....4 weeks or 160 hours prorated based on assigned FTE

After 31,200 hours of service.....5 weeks or 200 hours prorated based on assigned FTE

After 52,000 hours of service.....6 weeks or 240 hours prorated based on assigned FTE

After 62,400 hours of service.....7 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.

17.02 If a paid holiday falls 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.

17.03 (a) Requests for vacation will be approved by the CEO or designate on a “first come, first served” basis within two (2) days of receipt of the request. ***Should a conflict occur in scheduling vacations, the following factors shall be taken into account: seniority, order of receipt of requests, and rotation of popular periods of time.*** An Employee will submit their request for vacation in writing two (2) weeks prior to the requested start date.

(b) 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 of at least two (2) months before December 31st of the current calendar year.

(c) If an Employee is hospitalized or granted any paid Leave by the CEO or designate while on vacation, the Board will credit that time to the Employee.

(d) Employees may accumulate Vacation Leave while on probation but may not take Vacation Leave until successful completion of their probationary period.

17.04 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 18 – ILLNESS LEAVE

18.01 (a) Illness Leave means the period of time an Employee is absent from work with full pay by virtue of being ill or disabled.

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

(c) 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.

18.02 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.

18.03 Any portion of the unused Illness Leave shall be accumulated to a maximum of **thirty (30)** working days. No payout of Illness Leave will be made when an Employee resigns or is terminated.

18.04 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.

18.05 (a) 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.

(b) 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 19.03) an Employee shall be entitled, after notifying the CEO or 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. In extraordinary circumstances additional leave may be granted at the discretion of the CEO or designate.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Any written request for a paid or unpaid Leave of Absence, or vacation, will be responded to by the CEO or designate as follows:

(a) Seven (7) days for approval of LOA;

(b) Fourteen (14) days for approval of vacation subject to the vacation conditions of Clause 17.03.

19.02 Union Leave

(a) The Board shall grant leave, for the purposes of performing duties or functions of the Union. 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 CEO or 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 worksite shall be booked off at any one time.

(b) The Employee shall receive regular pay and benefits provided for in the Collective Bargaining Agreement when on Union leave. The Union will reimburse the Board for all pay and benefits during the leave of absence and a reasonable fee for administration purposes.

19.03 Bereavement Leave

(a) An Employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, without loss of pay and benefits, in the case of the death of a parent, spouse, including common-law spouse, child, stepchild, guardian, primary caregiver, **brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.**

(b) Where the death occurs outside the province, the Board may grant additional time not to exceed two (2) working days as may be necessary.

(c) Additional unpaid Leaves of Absence related to Bereavement may be approved by the CEO or designate on a case by case basis.

(d) 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 19.03 (a) provided the CEO or designate is notified twenty-four (24) hours in advance. The CEO or designate will be responsible to ensure the shift is covered.

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

19.04 Maternity, Parental and Adoption Leave

An Employee after completion of the eligibility period shall be entitled to unpaid Maternity, Parental or Adoption Leave for a maximum of fifty-three (53) consecutive weeks, including the voluntary and health-related portions of leave.

(a) Maternity and Parental Leave

(i) 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.

(ii) 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.

(iii) 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.

(b) 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-three (53) weeks after the date on which the adopted child comes into full care of the Employee.

(c) 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.

(d) 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.

(e) All notifications and requests pursuant to Maternity, Parental, or Adoption Leave shall be submitted in writing by the Employee to the CEO or designate.

19.05 Jury or Witness Leave

The Board shall grant paid Leave of Absence without loss seniority to an Employee who is required by law to serve as a juror or appear as a witness in any court. The Employee will present proof of service.

19.06 Personal Leave

(a) 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.

(b) 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. ***These days shall be taken as whole days, not to be used in sequence, and cannot be attached to previously approved vacation or statutory holiday dates.***

(c) Employees will make every reasonable effort to attend to medical and dental appointments outside of 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 CEO or designate.

19.07 Leave Without Pay

(a) 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.

(b) 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.

(c) 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.

(d) Requests for Leaves of Absences without pay for short term absences not to exceed two (2) weeks one (1) time per year will be considered with one (1) weeks' notice and will not be unreasonably denied.

(e) Part-time and Casual Employees will be granted up to a maximum of one-half (1/2) day or three and one-half (3 ½) hours unpaid Citizenship Leave to process their Canadian citizenship application.

(f) Part-time and Casual Employees may be granted unpaid Long-term Disability Leave for up to sixteen (16) continuous weeks if the Employee provides satisfactory medical documentation.

(g) Employees may be granted unpaid Compassionate Care Leave for up to twenty-seven (27) weeks if the Employee provides required medical documentation.

(h) Employees may be granted unpaid Domestic Violence Leave for up to ten (10) days per calendar year if the Employee meets eligibility and provides satisfactory documentation.

(i) Employees may be granted unpaid Critical Illness of a Child Leave for up to thirty-six (36) weeks per year if the Employee provides satisfactory documentation.

(j) Employees may be granted unpaid Death or Disappearance of a Child Leave for up to thirty-six (36) weeks per year if the Employee provides satisfactory documentation.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 The Board shall pay salaries and wages in accordance with Schedule “A” attached hereto and forming part of this Collective Bargaining Agreement.

20.02 The principle of equal pay for equal work shall apply.

20.03 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.

20.04 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.

20.05 Under/Over Payments

If an Employee is compensated **incorrectly** by error on the part of the Board **due to vacation, sick benefits or wages the following shall apply:**

(a) For underpayments, the Board shall correct **the** error as soon as reasonably possible, provided the correction 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 **informed** of the overpayment in writing **with a copy** forwarded to the Union. **Repayment arrangements shall be made between the Board and the Employee.** If 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 provided that repayment shall be made in full within five (5) pay periods. If the overpayment does not exceed fifty dollars (\$50.00), the overpayment shall be deducted **from** the next pay. A minimum of twenty-five dollars (\$25.00) shall be deducted from each pay until the overpayment is **paid** in full or paid within five (5) pay periods, whichever is sooner. **If** there are two (2) concurring overpayments, the Board shall deduct up to thirty percent (30%) of the Employee's gross earnings per pay period and **the** repayment shall be **completed** within seven (7) total pay periods.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

- 21.01** (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 **made** available to all Employees.
- (c) When a 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 22 – EMPLOYEE BENEFITS

- 22.01** After one (1) year of continuous permanent service, all full-time Employees will receive **one thousand dollars (\$1,000)** 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 **two thousand dollars (\$2,000)**.
- 22.02** 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 23 – HEALTH AND SAFETY

- 23.01** The Employer's ***Policies and Procedures shall be in compliance with the Alberta Occupational Health and Safety Act and Regulations.***
- 23.02** The Board agrees to provide and maintain First Aid equipment and provide First Aid training as required under current legislation.
- 23.03** The Board will establish a Health and Safety Committee ***in compliance with the Alberta Occupational Health and Safety Act and Regulations*** 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 24 – LABOUR MANAGEMENT COMMITTEE

24.01 A Joint Labour Management Committee consisting of but not limited to the CEO and the President of the Union will meet on a quarterly basis to discuss matters of mutual interest. The committee **does** not take the place of or engage in collective bargaining or grievance handling.

ARTICLE 25 – JOB SECURITY

25.01 When the Board introduces technological change, including but not limited to equipment and programs, affecting Employee's job duties, the Board **will** notify the Employee **and the Union** as far as possible in advance of their decision and provide relevant information.

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

25.03 (a) *No Employee will lose hours of work or their position due to contracting out.*

(b) When work must be contracted out the Union will be notified in writing with reasons provided prior to the contracting out.

(c) The contracting out is for short term projects with the contractor paying Union dues on a semi-monthly basis. Such dues shall be set by the Union.

SIGNED ON BEHALF OF
THE TOWN OF COCHRANE LIBRARY BOARD

Cyndie Baum
Chair

Jeri Maitland
Chief Executive Officer

SIGNED ON BEHALF OF
LOCAL NO. 1169 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

Elsa Gee
President

Dustin Withers
CUPE National Representative

SCHEDULE A**HOURLY RATE OF PAY****January 1, 2019 (1.5% increase)**

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	16.02	16.32	16.63	16.83
Library Assistant III	17.76	18.15	18.48	18.87
Custodian	18.64	19.00	19.39	19.78
Library Assistant IV	19.95	20.35	20.76	21.15
Library Assistant VI	21.61	22.07	22.52	22.98
Maintenance Technician	31.61	32.23	32.98	33.54

January 1, 2020 (2% increase)

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	16.34	16.65	16.96	17.17
Library Assistant III	18.12	18.51	18.85	19.25
Custodian	19.01	19.38	19.77	20.18
Library Assistant IV	20.35	20.76	21.17	21.58
Library Assistant VI	22.04	22.51	22.97	23.44
Maintenance Technician	32.24	32.87	33.64	34.21

January 1, 2021 (2.5% increase)

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	16.75	17.06	17.38	17.59
Library Assistant III	18.57	18.97	19.32	19.73
Custodian	19.48	19.87	20.27	20.68
Library Assistant IV	20.86	21.28	21.70	22.12
Library Assistant VI	22.59	23.07	23.55	24.03
Maintenance Technician	33.05	33.69	34.48	35.06

January 1, 2022 (3% increase)

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	17.25	17.58	17.90	18.12
Library Assistant III	19.13	19.54	19.90	20.32
Custodian	20.07	20.46	20.88	21.30
Library Assistant IV	21.49	21.92	22.35	22.78
Library Assistant VI	23.27	23.76	24.25	24.75
Maintenance Technician	34.04	34.70	35.51	36.11

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