

AGREEMENT

between

THE CALGARY PUBLIC LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 1169

FOR 01 January 2018 to 31 December 2020



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GENERAL MEETING
held on the 3rd Thursday
February, May, September and November

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CUPE LOCAL 1169 Office

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AGREEMENT made this 23rd day of June 2019

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

- 1.01** 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 Agreement.
- 1.02** 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.
- 1.03** 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.
- 1.04** 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 Board**.
- (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

- 2.01** This Agreement shall be in full force and effect as of **January 1st, 2018** and continue in full force and effect through **December 31st, 2020** and from year to year thereafter except as hereinafter provided.
- 2.02** 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 the 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 the Board agree the cost of such reproduction will be shared fifty-fifty (50/50) by the Union and the Board.

ARTICLE 5 – DUES CHECK OFF

- 5.01 The Board agrees that Union dues, for each Employee covered by this Agreement, shall be deducted on a bi-weekly basis ***as per the Labour Relations Act***. Such dues shall be set by the Union.
- 5.02 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).
- 5.03 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) ***The Union will participate in all new Employee orientation sessions organized by the Human Resources Department.***
- 5.04 The Board agrees to provide the Union with a complete list of home addresses, personal phone numbers, electronic contact information as provided by the Employee and work locations 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.
- 5.05 Employees are required to provide the Human Resources Department, 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

- 6.01** 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.
- 6.02** A new probationary Employee shall not have the right to grieve their termination of employment during their probationary period.
- 6.03** It is recognized that it is in the interests of both parties to seek an early resolution to differences as defined in Clause 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.
- 6.04** 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.
- 6.05** All communications from the Employer relating to grievances or arbitrations shall be directed to the President of the Local or designate with copies to the Chief Shop Steward.
- 6.06** 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 Clause 6.09 (a).

- 6.07** 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.
- 6.08** 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.
- 6.09** 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 their 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 Collective 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 misdemeanor, 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.
- 7.02** 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.
- 7.03** 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.

- 7.04** 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

8.01 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.

8.02 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 of Local 1169, or designate may convene a meeting with the CEO, or designate to discuss the allegations of personal harassment.
- (c) Failing resolution under Clause 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

9.01 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. ***Human Resources will notify the Union, in writing, of such changes.***
- (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.

9.02 Rest Periods

- (a) All Employees shall be allowed an unpaid meal break, normally of one (1) hour, during each shift of not less than ***eight (8)*** hours, at which time they shall not be required to remain on the premises. ***If mutually agreed by the Manager and Employee, the unpaid meal break may be reduced to one-half (1/2) hour, and shift start/stop time will be***

adjusted accordingly. In the event of a vacancy the posting will reflect the one (1) hour meal break.

- (b) All Employees shall be permitted a paid rest period as follows:
- (i) Fifteen (15) minutes in each shift of up to three and a half (3 1/2) hours; or
 - (ii) Twenty-five (25) minutes in each shift of more than three and a half (3 1/2) and ***less than*** five (5) hours; or
 - (iii) Thirty (30) minutes in each shift of five (5) hours ***or more.***

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 ***one and one-half times*** (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 other 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 or 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 ninety cents (\$0.90) per hour. Effective January 1st, 2017, the Sunday premium shall increase to one dollar (\$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.

9.06 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 their 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 **six (6) months from the pay period earned**.

9.07 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 **General 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 **General (Statutory) Holidays** in

accordance to Employment Standards.

- (c) In addition to the foregoing “**General** 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 **the first pay period** and **the final pay period** of the entitlement year. Any “Floater” holiday not taken within the entitlement year will be paid out **on the last pay period of the entitlement year**.

10.02

- (a) Full-time Employees

Where a legal holiday falls on a Sunday or 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 substitute 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) Effective April 1st, 2012, **full-time Employees hired into full-time Librarian positions** shall have earned vacation on the following basis:

After 1 years' 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

(b) Full-time Employees hired into all other full-time positions shall have earned vacation on the following basis:

After 1 years' service	2 weeks or 70 hours
After 2 years' service	3 weeks per year or 105 hours per year
After 8 years' 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 1st, 2001 shall have all hours of previous continuous service taken into account when their rate for earning vacation is established. Eighteen hundred and twenty (1,820) hours of service shall constitute one (1) 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.

- 11.03** One (1) extra day shall be granted for each legal holiday falling within the vacation period.
- 11.04** Subject to the needs of the operation, an Employee may take vacation entitlements in one half (1/2) day or one (1) day increments.
- 11.05** As of January 1st, 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.
- 11.06** 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.
- 11.07** Vacation entitlement will not be accumulated while an Employee is on Leave without Pay, Sick Leave without Pay, LTD, or WCB.
- 11.08** 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 pro-rated 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

12.02 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.

12.03 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 Clause 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

13.01 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 Department 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 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.

13.02 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 a 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 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. ***In addition, Employees where eligible, may be candidates for the election to the following houses of labour: Calgary District Labour Council, CUPE Alberta Division, CUPE National, Canadian***

Labour Congress and Alberta Federation of Labour. Any Employee who is elected to ***any of the above noted political offices shall be granted by the Board leave of absence without loss of seniority, without pay and benefits*** for one (1) term of office.

13.04 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 one (1) 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 a 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.

13.05 Maternity, Parental and Adoption Leave

- (a) 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.

- (b) **Maternity and Parental Leave**

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.

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 Collective Agreement.

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.

Where a permanent full-time Employee has exhausted their **fifty-three (53)** 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.

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.

13.06 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 Department 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 will pay out to the newly elected CUPE Local 1169 Union President any vacation hours in excess of one hundred and five (105) hours and any banked or floater holidays owing. This will be paid at the Employee's rate of pay prior to the ending of the Unpaid Union Leave.*

The Union will pay out to the outgoing CUPE Local 1169 Union President any vacation hours in excess of one hundred and five (105) hours and any banked or floater holidays owing. This will be paid at the Employee's rate of pay prior to the ending of the Unpaid Union Leave.

(c) 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 Clause 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 Department 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 date 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.

- (d) 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 as much notice as possible of the times and nature of the meeting.

13.07 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.

13.08 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.

13.09 Other Unpaid Leaves of Absence

- (a) ***Eligibility for the following leaves is determined as established by Alberta Employment Standards and as outlined below.***

- (b) All applications for the following leaves in Clause 13.09 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 Department will forward requests to the CEO, or designate.**
- (c) Part-time and substitute 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.**
- (d) Part-time and substitute Employees may be granted unpaid Long-term Disability Leave for up to sixteen (16) continuous weeks if the Employee provide satisfactory medical documentation.**
- (e) Employees may be granted unpaid Compassionate Care Leave for up to twenty-seven (27) weeks if the Employee provides required medical documentation.**
- (f) 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.**
- (g) 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 medical documentation.**
- (h) 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 14 – REMUNERATION

14.01 Employees shall be paid bi-weekly, i.e., twenty-six (26) times each year.

- 14.02** All Employees shall receive salaries as per the attached schedule.
- 14.03** Persons joining the staff of the Board who have experience in Libraries shall receive consideration of said experience.
- 14.04** Employees shall be granted one (1) incremental step within their classification for each accumulation of eighteen hundred and twenty (1,820) hours paid at the basic rate of pay.
- 14.05** 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.

14.06 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 workday, it shall be authorized both to and from the Employees' usual place of work.

14.07 Shift Premium

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

14.08 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 **Department**. 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) pay periods.

If the overpayment does not exceed ***the equivalent of a seven (7) hour shift for the Employee***, then the overpayment shall be deducted off the next pay. A minimum of twenty-five dollars (\$25.00) shall be deducted from each pay until the overpayment is completed in full or paid within five (5) pay periods, whichever is 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) **Effective January 1st, 2020** for full-time Employees, after three (3) months, the Board shall pay **eighty percent (80%)** of the premiums for Medical benefits or an equivalent plan which include:
- (i) Extended Health
 - (ii) Vision Care
 - (iii) Dental Plan
 - (iv) **Health Spending Account five hundred (\$500) dollars**
- (b) **Effective January 1st, 2020**, for full-time Employees, after three (3) months, the Board shall pay **eighty percent (80%)** of group life insurance premiums.
- (c) Any changes to Clauses 15.01 (a) and 15.01 (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 Collective Agreement, the Union shall be notified at least thirty (30) calendar days in advance of the effective date.

15.02 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.

15.03 **Effective January 1st, 2020** 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 **17%**

From 3,641 to 9,100 hours of service **18%**

From 9,101 to 18,200 hours of service **19%**

From 18,201 hours of service **20%**

- (b) **Effective January 1st, 2020** 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.

The value of the payout shall be as follows:

Up to 3,640 hours of service **17%**

From 3,641 to 9,100 hours of service **18%**

From 9,101 to 18,200 hours of service **19%**

From 18,201 hours of service **20%**

- (c) **Effective January 1st, 2020** all temporary Employees shall receive a payout of **sixteen percent (16%)** in lieu of benefits. These benefits shall include Vacation, Bereavement and Mourner's Leave, governmental health care, supplementary health care, life insurance, Sick Leave, and Local Authorities Pension Plan.

15.04 Sick Leave

- (a) Purpose

The purpose of the Sick Leave benefit as described in Clause 15.04 is to provide a defined benefit to a full-time Employee who, by reason of sickness or disability which is not WCB compensable, 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 (1,050) hours effective the date of ratification of this Agreement. Employees with over one thousand and fifty (1,050) hours 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 (1,050) hours.

(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 (1) 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.

(f) ***Personal and Family Responsibility Leave***

After ninety (90) days of employment, part time and substitute Employees may be granted a maximum of five (5) days of unpaid Personal and Family Responsibility Leave in each calendar year for their own illness and/or to

provide for the needs of an immediate family member (as defined in Clause 13.04), after notifying their Manager or Manager's designate.

15.05 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

- (i) Each eligible Employee will contribute one-half (1/2) day from ***their*** accumulated Sick Leave to the Sick Leave Bank on July 1st each year.
- (ii) The Board will contribute one-half (1/2) day per eligible Employee to the Sick Leave Bank on July 1st each year.
- (iii) 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 1st.
- (iv) 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.
- (v) The Human Resources Department will maintain an up-to-date record of the number of days in the Bank. The record of the accumulated days ***will be provided to the***

Union at each Sick Leave Bank meeting.

- (vi) The Sick Leave Bank shall hold a normal maximum of one thousand (1000) days. No contributions will be made for any year where on July 1st of that year, said contributions would place the Bank above its maximum.
- (e) Doctor's Certificate
 - (i) 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.
 - (ii) 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
 - (i) 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.
 - (ii) 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 Board.
- (g) Appeals

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

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

- (ii) 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

- (i) The Employee must make an application in writing including a Doctor's certificate to the Manager, Human Resources Department. If the Employee has been temporarily disabled, a family member or close friend may apply instead.
- (ii) 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.
- (iii) 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.

15.06 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. 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.

15.07 Pension Plan

The 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.

15.08 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 program.

ARTICLE 16 – JOB DESCRIPTIONS AND JOB CLASSIFICATIONS

16.01 The Board or its representatives agree to draw up job descriptions for all positions for which the Union is the 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.

16.02 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.

16.03 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

17.01 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 and 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).

17.02 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

18.01 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.

18.02 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.

18.03 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 Clause 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 Clause 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.

(h) ***Employees may be authorized to operate owned and/or leased Library vehicles as required, based on operational needs. As part of the recruitment process, the option or condition to operate Library vehicles shall be included on the job posting and/or job description. Copies of the successful candidate's Driver's License will be retained by Human Resources.***

Employees authorized to operate Library vehicles must have a valid Driver's License for the class of vehicle being operated and must be insurable under the Library's insurance policy. Obtaining a Driver's License is a personal expense.

(i) ***Employees authorized to operate Library vehicles must notify the Library of any motor vehicle related charges that result in the loss of their Driver's License. A current driver's abstract can be requested at reasonable intervals at the discretion of the Library. Employee's consent shall not be unreasonably withheld.***

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) ***When a vacancy is filled the Employee's name, start date, classification and posting number shall be included in the announcement. Information on the filled vacancy shall be shared electronically within five (5) working days of the acceptance of the job offer.***

- (b) 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 for a period of five (5) working days.
- (c) Applications will be considered subject to the needs of the operations.
- (d) Employees assuming a term assignment will be returned to their same classification upon completion of the **term** assignment.
- (e) Should a term assignment **of more than six (6) months** be extended, the Union will be notified of the decision. A term assignment of less than six (6) months **may be renewed for a period not to exceed eight (8) weeks upon mutual agreement between the Union and the Library.**
- (f) **The Board agrees on a monthly basis to provide the Union with a current list of all Term and Temporary assignments, including all relevant information to each assignment.**

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).

19.05 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.

19.06 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 their present salary using the increments of their present salary scale as agreed.

19.07 The CEO, or designate 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 (1) 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.

19.08 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.

19.09 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 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 one (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 *an* Employee resigns, the Employee shall give two (2) weeks' notice in writing to their Manager or Manager's designate with a copy to the Human Resources Department.
- (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 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 CASH

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 minimum 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 24.03.
- (b) Temporary Employees shall accumulate seniority on an hour for hour basis from their most recent appointment date.
- (c) The accumulation of eighteen hundred and twenty (1,820) hours of continuous service is the equivalent of one (1) full-time working year, pursuant to Clause 11.01 (c).

24.03 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) Laid off Employee will retain previously accumulated seniority for a maximum period of two (2) years following the date of lay off.

24.04 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 dollars (\$150.00) per calendar year.
- (b) For the purposes of this article, active full-time or regular 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

LOU - SUSTAINABLE TRANSITION

Both the Board 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.

LOU - 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.

LOU - 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.

LOU - ACTING PAY FOR CARETAKER (LA1)

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

Notwithstanding Clause 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).

LOU - CONTRACTING OUT

The parties agree to the following principles regarding the contracting out of work of the bargaining unit:

- 1) No CUPE Local 1169 member(s) will lose hours of work or their position due to contracting out.***
- 2) The Union will be notified in writing prior to contracting out with reasons provided.***
- 3) CUPE Local 1169 will be paid Union dues on a bi-weekly basis. Such dues shall be set by the Union.***
- 4) This agreement is limited to short term projects.***

Either party may dissolve this agreement by serving sixty (60) days' notice in writing.

LOU - UNION LEAVE

The Parties agree to the following:

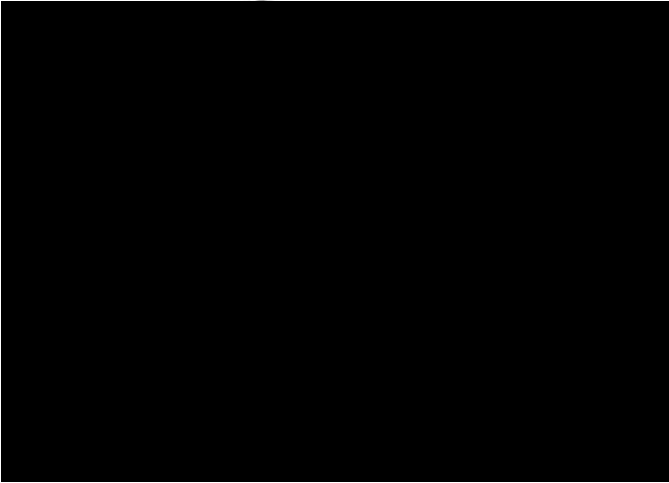
This letter of understanding supersedes Clause 13.06 (c)

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 outlines in Clause 13.06 (a). Requests for such leave shall be based on operational needs and shall not be unreasonably denies. Requests for leave shall be made in writing to the Human Resources **Department** 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 Community Library and a total of four (4) Employees from the Central Library (Service Delivery) shall be booked off at any one time, including Elected Union Officers.** Such leave shall be managed by the Union in a reasonable manner and shall be subject to the operational needs of the employer.

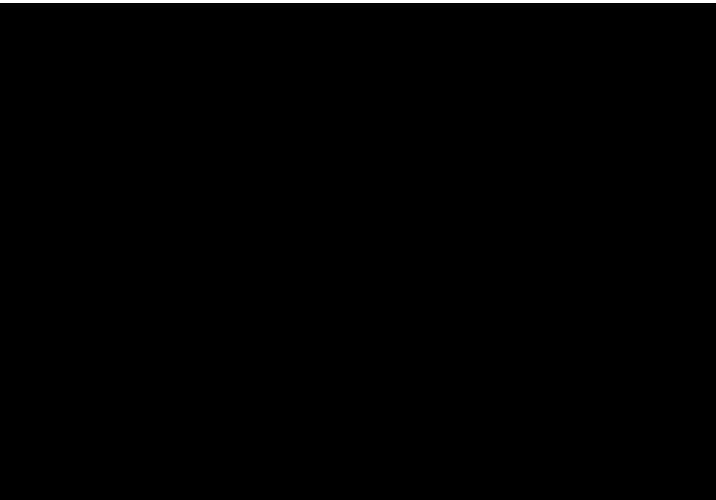
During the absence of any Employee on Union Leave, the Employee shall retain their original rights in their Unit, with no decrease in status, but without claim to any promotions effected during the Employees Leave of Absence.

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 date 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.

SIGNED ON BEHALF OF THE CALGARY
PUBLIC LIBRARY BOARD



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



Salary Appendix

1 January 2018 to 31 December 2020

(0.0% increase)

CLASS	STEP	HOURLY	BIWEEKLY	ANNUAL
LW	1	15.7746	1,104.2194	28,709.7035
	2	16.7429	1,172.0038	30,472.1000
	3	17.7919	1,245.4357	32,381.3287
LEA	1	18.00	1,260.00	32,760.00
	2	19.00	1,330.00	34,580.00
	3	20.00	1,400.00	36,400.00
	4	21.00	1,470.00	38,220.00
	5	22.00	1,540.00	40,040.00
Level 1	1	22.0898	1,546.2873	40,203.4691
	2	22.6072	1,582.5044	41,145.1156
	3	23.1471	1,620.3004	42,127.8099
	4	23.6658	1,656.6040	43,071.7029
	5	24.2047	1,694.3292	44,052.5592
Level 2	1	22.7879	1,595.1502	41,473.9057
	2	23.6658	1,656.6040	43,071.7029
	3	24.5427	1,717.9870	44,667.6621
	4	25.4206	1,779.4407	46,265.4593
	5	26.3206	1,842.4418	47,903.4874

Level 3	1	24.2047	1,694.3292	44,052.5592
	2	25.2636	1,768.4523	45,979.7591
	3	26.3206	1,842.4418	47,903.4874
	4	27.3558	1,914.9076	49,787.5974
	5	28.4144	1,989.0071	51,714.1846
Level 4	1	24.9034	1,743.2393	45,324.2212
	2	26.1416	1,829.9139	47,577.7605
	3	27.3558	1,914.9076	49,787.5974
	4	28.5939	2,001.5743	52,040.9325
	5	29.8320	2,088.2411	54,294.2677
Level 6	1	29.1341	2,039.3860	53,024.0353
	2	30.7779	2,154.4546	56,015.8206
	3	32.4433	2,271.0314	59,046.8158
	4	34.1085	2,387.5924	62,077.4025
	5	35.8397	2,508.7797	65,228.2732
Level 7	1	30.8904	2,162.3249	56,220.4465
	2	32.3079	2,261.5510	58,800.3253
	3	33.7043	2,359.3004	61,341.8113
	4	35.1558	2,460.9065	63,983.5680
	5	36.7042	2,569.2909	66,801.5643
Level 8	1	34.0189	2,381.3245	61,914.4370
	2	35.3958	2,477.7073	64,420.3891
	3	36.9005	2,583.0363	67,158.9448
	4	38.4791	2,693.5337	70,031.8757
	5	40.1817	2,812.7181	73,130.6710
Level 9	1	35.1558	2,460.9065	63,983.5680
	2	36.9262	2,584.8350	67,205.7106
	3	38.7010	2,709.0699	70,435.8178
	4	40.4779	2,833.4540	73,669.8050
	5	42.2527	2,957.6889	76,899.9122

Level 10 (LIBN. I)	1	36.9274	2,584.9214	67,207.9570
	2	38.7017	2,709.1170	70,437.0431
	3	40.4774	2,833.4148	73,668.7839
	4	42.2527	2,957.6889	76,899.9122
	5	44.0279	3,081.9552	80,130.8362
Level 11	1	40.1817	2,812.7181	73,130.6710
	2	41.7107	2,919.7516	75,913.5420
	3	43.2649	3,028.5445	78,742.1576
	4	44.7942	3,135.5937	81,525.4370
	5	46.3486	3,244.4023	84,354.4611
Level 12 (LIBN. II)	1	41.7167	2,920.1679	75,924.3655
	2	43.2588	3,028.1125	78,730.9257
	3	44.8006	3,136.0414	81,537.0774
	4	46.3487	3,244.4102	84,354.6653
	5	47.9039	3,353.2738	87,185.1189
M.W.2	1	26.2835	1,839.8420	47,835.8914
	2	27.3446	1,914.1221	49,767.1756
	3	28.4127	1,988.8893	51,711.1214
	4	29.4746	2,063.2244	53,643.8352
M.W.3	1	29.6847	2,077.9281	54,026.1302
	2	31.0807	2,175.6461	56,566.7993
	3	32.6346	2,284.4233	59,395.0065
	4	34.3445	2,404.1183	62,507.0759
	5	36.0325	2,522.2738	65,579.1188

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