COLLECTIVE AGREEMENT

- between –

THE RED DEER LIBRARY BOARD

(hereinafter called "the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4810

(hereinafter called "the Union")

JANUARY 1, 2021 TO DECEMBER 31, 2022

Canadian Office & Professional Employees
Local #491

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ARTICLE 1 - PREAMBLE

1.01 The purpose of the Agreement is to maintain a harmonious and cooperative relationship between the Employer and the Employees covered by the Union's certification.

1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.

1.03 To promote the mutual interest of the Employer and the Employees.

ARTICLE 2 - DEFINITIONS

2.01 "Demotion" means the movement of an employee for disciplinary reasons from one position to another position that has a lower classification, or one that has a lower base rate. The salary will be adjusted, as needed.

2.02 "Employee" means a person employed in the bargaining unit by the Employer and in one of the following categories:

(a) "permanent employee" means a full-time or part-time employee who is employed in a position established by the Employer as a permanent position, and who has successfully completed the required probationary period;

(b) "probationary employee" means a full-time or part-time employee who is employed in a position established by the Employer as a permanent position, and who is completing the probationary period;

(c) "temporary employee" means a full-time or part-time employee who is employed on a term-certain basis;

(d) "casual employee" means an employee who is employed on a call-in basis.

2.03 "Employer" means the Red Deer Library Board, acting on its own motion or through its managers and professional staff.

2.04 "Full-time" means regularly scheduled employment for the normal hours of work as set out in Article 8 of this Agreement, averaged over the shift rotation.

2.05 "Immediate Family Member" means employee's spouse, parent, brother, sister, child, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or legal guardian.

2.06 "Part-time" means regularly scheduled employment for less than the normal hours of work as set out in Article 8, but with more than 10 hours per week, averaged over the shift rotation.

2.07 "Promotion" means the movement of an employee to a posted different position, including a posted vacancy or a posted new position with a higher regular rate of pay than the employee's present position.

2.08 "Reclassification" means changes to an employee's current position and rate of pay in order to reflect changed and/or additional duties.

2.09 "Spouse" is defined as current spouse; including common-law spouse and same-gender partner.

2.10 "Union" means the Canadian Union of Public Employees, Local 4810

2.11 "Week" means a period of seven (7) consecutive calendar days commencing at 12:01 hours a.m. each Sunday morning.

2.12 "Work day" means any day on which the employee is normally expected to be at work.

2.13 Whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of this Agreement requires.

ARTICLE 3 - APPLICATION

3.01 This Agreement applies to all permanent employees of the Employer.

3.02 This Agreement applies to all probationary employees of the Employer,

3.03 This Agreement applies to all temporary and casual employees of the Employer, except that:

(a) Article 13 (Paid Holidays) shall not apply, but these employees shall be compensated in accordance with Clauses 13.04 and 13.05;

(b) Article 14 (Annual Vacation) shall not apply, except for Clause 14.07;

(c) Article 15 (Sick Leave) shall not apply to casual employees;

(d) Article 12 (Benefits) shall not apply;

(e) Article 36, (Grievance Procedure) shall apply up to and including Step 2. Probationary status will not apply to temporary employees.

(f) Article 28 (Lay Off and Recall) shall not apply;

3.04 Benefits and requirements applicable to a part-time employee under this Agreement shall be pro-rated in the proportion that the part-time employee's regularly scheduled hours of work bear to the regularly scheduled hours of work of a full-time employee.

3.05 This Agreement does not apply to persons employed in Provincially or Federally-funded employment or training programs.

ARTICLE 4 - TERM OF AGREEMENT

4.01 This Agreement shall take effect on the first day of the month following the date upon which the Agreement is signed by the parties hereto.

4.02 This Agreement shall continue in force and effect until December 31, 2022, and from year to year thereafter except as hereinafter provided.

4.03 Either party may terminate this Agreement on its expiry date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to its expiry date, or any subsequent anniversary thereof.

4.04 Where notice has been served by either party pursuant to Clause 4.03, the Collective Agreement shall be deemed to continue to apply notwithstanding the termination date, until:

(a) a new Collective Agreement is concluded;

(b) the right of the Union to represent the employees is terminated, or;

(c) a strike or lockout commences in accordance with the Labour Relations Code.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management and direction of the work force is exclusively fixed in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that, except to the extent which these rights have specifically been abrogated by the terms of this Agreement, it is the exclusive function of the Employer to:

(a) maintain order and efficiency;

(b) hire, promote, demote, classify, reclassify, transfer and re-hire employees and to discipline or discharge any employee, provided that a claim by a permanent employee that they have been disciplined without just cause may be the subject of a grievance and dealt with as provided for in this Agreement;

(c) make, enforce and alter, from time to time, rules and regulations, provided that such rules and regulations are not inconsistent with this Agreement;

(d) determine the nature and type of services to be provided by the Employer, the manner in which those services are to be provided, the methods and techniques of work, the content of jobs, including description of duties, the hours of work, the work schedules, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and the determination and exercise of all other functions and prerogatives not dealt with in this Agreement.

ARTICLE 6 - UNION RECOGNITION

6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees employed within the scope of Labour Relations Board Certificate No. 137-89, other than those excluded by the Labour Relations Board or by the mutual agreement of the Parties.

6.02 No employee covered by this agreement shall be required to make a written or verbal agreement with the employer which conflicts with the terms of this collective agreement.

6.03 The Employer will grant Union representatives access to its premises provided prior approval has been obtained from the CEO, and provided such presence does not unduly interfere with the conduct of library business.

6.04 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.

6.05 The Union shall be notified in writing, in advance of the following: reclassifications, permanent and temporary job postings, appointments.

6.06 The parties agree that the Financial/Personnel Officer is an exempt position and therefore is not covered by this Collective Agreement.

ARTICLE 7 - DISCRIMINATION

7.01 The Employer shall not discriminate against any employee on the basis of race, religious beliefs, gender, colour, mental disability, physical disability, marital status, family status, age, source of income, ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs, sexual orientation, nor by reason of their membership or activity in the Union.

ARTICLE 8 - HOURS OF WORK

8.01 The normal hours of work described in this Article are intended to provide the basis for the payment of overtime, and are not to be construed as a guarantee of work, nor a guarantee of hours of work.

8.02 The normal hours of work for a full-time employee shall be an average of 7 hours per day, 35 hours per week, calculated over the duration of the shift rotation.

8.03 Work schedules may require an employee to work evenings, weekends (including Sundays) and Paid Holidays. Work schedules shall be posted at least 2 weeks in advance.

8.04 An employee shall be permitted a paid rest period of 15 minutes in each work period of three hours or more, to be taken at the work site unless otherwise approved by the department head.

8.05 An employee shall be scheduled an unpaid meal break during each work period of not less than seven hours.

8.06 Any additional hours or sub-hours of work resulting from the absence of an employee, will be made available to qualified and available part-time and casual employees prior to making such work available to temporary employees.

ARTICLE 9 - OVERTIME

9.01 Where an employee is required by the employer to work hours in excess of the normal hours of work for a full-time employee as set out in Article 8 and specified in the assigned shift rotation, the employee shall be compensated for such hours as set out below.

9.02 Overtime shall be compensated at the rate of time-and-one-half (1-1/2 X). Compensation for overtime shall normally consist of compensating time off from regularly scheduled hours of work on the basis of 1-1/2 hours off for one hour overtime worked at the employee's regular rate of pay, to be taken at a time approved by the employer.

9.03 Where compensating time off cannot be scheduled within twelve (12) months of the date on which the overtime was worked, the employee shall be paid for such overtime at the rate of time-and-one-half (1-1/2 X).

9.04 A part-time employee may be required to work in excess of seven (7) hours per day at straight time rates. For part-time employees, overtime rates shall apply only to hours worked in excess of seventy (70) hours in a two week period.

9.05 An employee who is directed back to work by their supervisor or designate and required to work outside the employee's scheduled working hours shall be paid for a minimum of two (2) hours at overtime rates (as per 9.02). No other shift differential remuneration shall apply. The employee may bank this time with approval of their supervisor.

ARTICLE 10 - REMUNERATION

10.01 Employees shall be paid for time worked at the rates set out in Schedule A.

10.02 If the Employer wishes to alter the existing biweekly pay system, the Union and each employee shall receive two months written notice of the

proposed changes, and the Employer agrees to consult with the Union prior to the implementation of any proposed changes.

10.03 After the completion of one year, an employee is entitled to move to the job rate for their classification as set out in Schedule A. Should an employee be successful to a new position/classification within the bargaining unit, the applicable job rate applies.

10.04 Employees, who leave the Library for a period of four (4) months or less, will not suffer a reduction in pay upon their return to the same Classification Level.

ARTICLE 11 - PAY ON PROMOTION/DEMOTION/TEMPORARY ASSIGNMENT

11.01 An employee who is assigned temporarily to the principal duties and responsibilities of a higher rated position in the bargaining unit shall be paid at a rate for that classification and the employee's current rate level.

11.02 An employee who is assigned to a lower-rated classification, other than through disciplinary demotion, shall have salary and increment level maintained until it can be incorporated into the negotiated salary range for the lower-rated classification.

11.03 Temporary employees who apply and are successful to a position shall be paid at the rate for that classification.

ARTICLE 12 - BENEFITS

12.01 Local Authorities Pension Plan

Participation in the Local Authorities Pension Plan is a requirement for all full-time permanent employees, and all eligible part-time permanent employees.

12.02 Group Insurance

The Employer shall maintain the following group insurance plans for the benefit of permanent employees who are regularly scheduled to work at least 80 hours per month and who meet the eligibility requirements contained in the plans:

(a) Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount of twice the employee's regular annual salary.

(b) Extended Health Care Insurance.

(c) Dental Insurance.

(d) Long-Term Disability Insurance.

12.03 The Employer shall pay the premium costs of the Plans as set out below:

(a) Group Life Insurance – 100% of the first $25,000 of coverage.

(b) Accidental Death & Dismemberment Insurance – 100% of the first $25,000 of coverage.

(c) Extended Health Care Insurance – 100%.

(d) Dental Insurance – 100%.

(e) Long-Term Disability – 0%.

(f) All additional fees for Dependent Life will be paid by the Employer.

(g) While on unpaid leave the employee may continue benefits, provided the employee absorb the entire associated cost of the current Benefit Plan.

12.04 Permanent part-time employees who are regularly scheduled to work more than 40 hours per month and less than 80 hours per month shall have access to a health spending account in the amount of $1200.00 (twelve hundred dollars) on the date they become eligible and on January 1st of each year thereafter.

12.05 Permanent employees who are regularly scheduled to work at least 80 hours per month shall have access to a health spending account in the amount of $600.00 (six hundred dollars) per year the date they become eligible and on January 1st of each year thereafter.

12.06 Employees already enrolled in the health spending account who move between positions described in 12.04 and 12.05 during a calendar year shall have their benefit amounts determined by the employee's position as of January 1st of that year as per Articles 12.04 and 12.05.

12.07 In recognition of long service, all employees shall be entitled to the following additions to the employee's Health Spending Account on January 1st of each year in the amount of:

- $50.00 after 10 (ten) years of continuous service;
- An additional $25.00 after 15 (fifteen) years of continuous service for a total increase from base of $75.00;
- An additional $50.00 after 20 (twenty) years of continuous service for a total increase from base of $125.00.

ARTICLE 13 - PAID HOLIDAYS

13.01 The following 13 days shall be considered to be Paid Holidays:

New Year's Day	Good Friday
Family Day	Easter Sunday
Easter Monday	Victoria Day
Canada Day	Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

13.02 Where a Paid Holiday falls on a full-time permanent or full-time probationary employee's regularly scheduled work day, and such day is not worked by the employee, the employee shall be entitled to straight time pay for the number of hours the employee was scheduled to work on that day. If the scheduled number of hours which normally would be worked on the Paid Holiday is less than a normal work day, the employee shall be granted additional time off with pay at another time to provide a total of seven (7) hours off. Such additional time off shall be scheduled by agreement between the employee and the supervisor, or, failing agreement, shall be taken in conjunction with the employee's annual vacation period next following.

13.03 Where a Paid Holiday falls on a full-time permanent or full-time probationary employee's regularly scheduled day off, and such day is not worked by the employee, the employee shall be entitled to take a regular working day off with pay in lieu of such holiday. Such a lieu day shall be scheduled by agreement between the employee and the supervisor, or, failing agreement, shall be taken in conjunction with the employee's annual vacation period next following.

13.04 In lieu of benefits provided by Clauses 13.02 and 13.03 of this Article, employees who don't work on a general holiday and are eligible for general holiday pay must be paid at least their average daily wage.

Average daily wage calculated as 5% of the employee's wages, general holiday pay and vacation pay earned in the four (4) weeks immediately preceding the general holiday.

13.05 Where a Paid Holiday falls on the regularly scheduled work day of a part-time or temporary employee, and that employee is required to work, the employee shall be paid at overtime rates for all hours worked on that day.

13.06 Where a Paid Holiday falls on the regularly scheduled work day of a full-time permanent or full-time probationary employee, and that employee is required to work, the employee shall be paid at overtime rates for all hours worked on that day, and shall receive a regular working day off with pay in lieu. Where a lieu day off is granted, it shall be scheduled by agreement between the employee and the supervisor, or, failing agreement, shall be taken in conjunction with the employee's annual vacation period next following.

13.07 No benefits shall be granted to an employee for a Paid Holiday if the employee is absent the working day immediately before or following the holiday, unless the Employer has granted prior permission and subject to (a) and (b). In the case of absence due to illness, substantiation of the illness may be required in the form of a medical certificate in order to be eligible for the Paid Holiday.

(a) In the event the employee is absent for fifteen (15) consecutive scheduled working days prior to the Paid Holiday due to illness or any other approved leave, excluding vacation, and the Paid Holiday falls on an employee's regularly scheduled day of work, the employee will be entitled to payment for only their regularly scheduled hours of work for that day.

(b) In the event the employee is absent for fifteen (15) consecutive scheduled working days prior to the Paid Holiday due to illness or any other approved leave, excluding vacation, and the Paid Holiday falls on an employee's regularly scheduled day off, the employee shall not be entitled to a regular working day off with pay in lieu of such holiday.

13.08 Where a Paid Holiday falls on a part-time employee's regularly scheduled work day, and such day is not worked by the employee, the employee shall be entitled to straight time pay for the number of hours the employee was scheduled to work on that day.

13.09 Where a Paid Holiday falls on a part-time employee's regularly scheduled day off, and such day is not worked by the employee, the employee shall

be entitled to take a regular working day off with pay in lieu of such holiday. Such a lieu day shall be scheduled by agreement between the employee and the supervisor, or, failing agreement, shall be taken in conjunction with the employee's next following annual vacation period.

ARTICLE 14 - ANNUAL VACATION

14.01 Permanent employees shall be entitled to annual vacation pay as set out in this Article. The vacation entitlement is earned and taken as paid vacation on a calendar year basis.

14.02 Annual vacation shall be earned in accordance with the employee's years of service as set out below, and shall be taken in the subsequent calendar year.

14.03 Subject to Clause 14.07, permanent and probationary employees shall earn annual vacation credits on the following basis:

(a) 8% for each regular hour paid during the first to seventh calendar year of service, inclusive;

(b) 10% for each regular hour paid during the eighth to fourteenth calendar year of service, inclusive;

(c) 12% for each regular hour paid during the fifteenth and subsequent calendar year of service, inclusive.

14.04 Periods of annual vacation shall be scheduled by mutual agreement between the employee and the department head.

14.05 Where a Paid Holiday falls during the period of an employee's annual vacation, the employee's scheduled vacation shall be extended accordingly at the request of the employee.

14.06 Calculations of vacation entitlement as set out in Clause 14.03 shall be reduced proportionately by the period of any leave taken without pay exceeding 30 calendar days, except where legislation prohibits such reductions.

14.07 In lieu of the foregoing provisions of this Article, temporary and casual employees shall receive pay in lieu of annual vacation, calculated on their normal pay, on the following basis:

(a) 4% during the first through the fifth calendar years of service;
(b) 6% during the sixth and subsequent years of service.
(c) Vacation pay will be paid out on each pay period.

14.08 Part-time employees may request pay out for vacation earned in excess of their regular vacation entitlement, or lieu hours earned.

ARTICLE 15 - SICK LEAVE

15.01 The parties agree that sick leave benefits are intended solely for the purpose of protecting an employee from loss of income when the employee is unable to work due to illness or non-compensable injury.

15.02 A full-time permanent employee shall earn sick leave benefits at the rate of 10.5 hours per month, to a maximum entitlement of 525 hours.

15.03 A part-time permanent employee shall earn sick leave benefits at the rate of 0.07 hours of leave per hour worked, to a maximum benefit of 263 hours.

15.04 An employee who is unable to work due to illness or non-compensable injury shall be paid sick leave from the employee's earned entitlements. If the employee uses all earned entitlements they will be granted unpaid leave as set out by Employment Standards.

15.05 Notwithstanding Clause 15.01, an employee may use up to 35 hours per calendar year of sick leave entitlement for the purpose of attending medical, dental, or other approved health related appointments.

15.06 All absences to be compensated under this Article must be reported on the official absence form, and absent employees are required to inform their supervisor of their absence as soon as practicable.

15.07 Payment of benefits under this Article are subject to the provisions of Article 16 (Proof of Illness).

15.08 Employees shall be permitted to use up to 42 hours per calendar year from their sick leave accumulation, upon approval of the supervisor, to care for the needs of an immediate family member (as defined in 2.05).

15.09 Sick leave will be paid only for absences during the employee's guaranteed normal hours of work.

15.10 Temporary Employees who have worked continuously for the Employer

and are the successful candidate for a permanent position will earn the sick leave credits from the original date of hire.

15.11 Employees shall have the ability to use up to three (3) scheduled shifts (or occurrences) per year from their sick leave, as per Article 15 for personal/wellness days. These requests shall not be unreasonably denied. It is understood that wellness days shall not be utilized in conjunction with holidays, long-weekends or vacations.

ARTICLE 16 - PROOF OF ILLNESS

16.01 An employee may be required to produce a certificate from a medical practitioner certifying that the employee was unable to work due to illness, in order to obtain sick leave benefits as described in Article 15. If there is a cost associated with the requested certificate or document, the Employer will reimburse the employee up to a maximum of $50.00. The Employer shall not reimburse the employee for more than three (3) certificates or documents in a twelve (12) month period.

16.02 An employee may be required by the Employer to provide satisfactory proof of attendance at medical, dental, or other approved appointments when time off from work is granted to attend such appointments.

16.03 Where an employee is required, pursuant to this clause, to provide a medical certificate or proof of attendance at an appointment, the employee shall be advised prior to returning to work.

16.04 The Employer may require that an employee be examined by a physician selected by the Employer:

(a) in the case of prolonged or frequent absence from work, or,

(b) when it is considered that the employee is unable to work satisfactorily due to disability or illness.

The Employer shall pay for direct medical costs associated with such an examination.

16.05 An employee who has been absent from work due to illness or disability may be required by the Employer to provide medical certification that the employee is able to return to work, and whether they have any limitations or restrictions. Where such certification is required, the employee shall be advised by the Employer of such a requirement prior to return to work.

ARTICLE 17 - COURT LEAVE

17.01 When an employee is summoned or subpoenaed:

(a) as a witness to give evidence, or

(b) to serve as a juror under the Jury Act,

they shall be allowed leave with pay, but any jury service or witness fee receivable by them shall be paid to the Employer. Travel, subsistence, and other expense payments from the Crown shall be retained by the Employee.

17.02 This Article does not apply to Attendance in an action in which the employee is a party.

ARTICLE 18 - BEREAVEMENT AND CRITICAL ILLNESS LEAVE

18.01 In the event of the death of a permanent or probationary employee's immediate family member, the employee shall be granted five (5) scheduled work days off with pay. Additional time off without pay may be granted in conjunction with this leave, upon approval of the Employer.

18.02 If a Paid Holiday falls during a bereavement leave, the day shall be treated as a Paid Holiday and will not extend the length of bereavement leave.

18.03 A temporary employee shall be granted three (3) days' absence from work, with no loss of pay, in the event of the death of a member of the employee's immediate family as defined in Clause 2.05. On request, the employee will be granted up to a further two (2) days leave without pay.

18.04 Where a member of an employee's immediate family is critically ill and the employee is required to provide or make arrangements for the care of the family member, leave shall be granted under the provisions of Clause 18.01.

18.05 When an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

ARTICLE 19 – COMPASSIONATE CARE LEAVE

19.01 a) Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the Employee will continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former positions.

b) Employees shall be granted up to an additional nineteen (19) weeks of unpaid leave. While on this additional unpaid leave, employees may continue benefits provided the employee absorb the entire associated cost of the current Benefit Plan. While on this leave Employees are considered to be continuously employed for the purposes of calculating years of service.

ARTICLE 20 – PARENTAL LEAVE

20.01 Employees shall be entitled to Maternity /Parental/ Adoption Leave in accordance with the Employment Standards Code of Alberta.

20.02 An employee shall be entitled to one (1) scheduled work day with pay to support their child on or following the birth of a grandchild.

ARTICLE 21 – DOMESTIC VIOLENCE LEAVE

21.01 Paid leave for up to five (5) days per year and unpaid leave for up to five (5) days per year for employees addressing a situation of domestic violence. Appropriate documentation may be required.

ARTICLE 22 - LEAVE WITHOUT PAY

22.01 Leave of absence without pay may be granted to an employee where, in the opinion of the Employer, such leave will not adversely affect the operational efficiency of the Library. Leaves of absence may include leaves for the purpose of furthering an Employee's education.

22.02 A request for leave of absence without pay shall be made in writing to the employee's immediate supervisor, and shall state the proposed length and purpose of the leave.

22.03 Where an application for leave of absence without pay is denied, the employee shall be advised of the reason(s) for the denial.

22.04 General Leave of Absence

Leave of absence without pay may be granted to an employee where, in the opinion of the Employer, such leave will not adversely affect the operational efficiency of the Library. Leaves of absence may include leaves for the purpose of furthering an Employee's education.

Where an application for leave of absence without pay is denied, the employee shall be advised of the reason(s) for the denial.

If the leave of absence is denied, the employee shall have the ability to appeal to the CEO of the Library.

22.05 Citizenship Ceremony Leave

An unpaid leave provided for up to half (1/2) a day for employees to receive a citizenship certificate.

22.06 Critical Illness of a Child

An unpaid leave provided for up to thirty-six (36) weeks of job protection for parents of critically ill or injured children.

22.07 Death or Disappearance of a Child

An unpaid leave provided for up to fifty-two (52) weeks of job protection for employees whose child disappeared as a result of a crime, or up to one hundred and four (104) weeks if a child died as a result of a crime.

22.08 Long Term Illness & Injury

An unpaid leave provided for up to sixteen (16) weeks of job protection for employees due to illness, injury or quarantine.

22.09 Critical Illness of an Adult Family Member

An unpaid leave provided for up to sixteen (16) weeks of job protection for employees to care for an adult family member.

22.10 Reservist Leave

An unpaid leave provided after twenty-six (26) weeks of employment.

22.11 Resumption of Employment following a Leave of Absence

An employee who wishes to resume employment upon the expiration of leave of more than three (3) months shall give the CEO or their designate a minimum of four (4) weeks' notice in writing of the day upon which they intend to resume employment.
The Library shall:

(a) reinstate the employee in the position that they occupied at the time leave commenced, or

(b) provide the employee with alternative work of a comparable nature at not less than the same wages, hours of work and other benefits that had accrued to the employee to the date that the employee commenced leave unless otherwise stated;

(c) failure of the employee to notify the CEO of their intent to return to work with four (4) weeks' notice shall constitute resignation by the employee, unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.

22.12 Annual vacation earned prior to leave must be taken within one (1) year after it was earned. Should the employee be on leave, the employee must take the remaining vacation at the end of their leave if not approved by the CEO to take the vacation time at a later date.

ARTICLE 23 - HIRING AND PROMOTIONS

23.01 Where the Employer chooses to fill a vacancy, a new position, or new classification which is covered by this Agreement, such vacancy shall be posted in the Library for a minimum period of seven (7) calendar days. The notice shall set out the nature of the position, the qualifications, knowledge, education and skills required, the wage rate(s), and the normal hours of work. Reclassifications will not be posted. Temporary employees shall be notified of any posted vacancy.

23.02 In hiring or promoting employees to a position covered by the terms of this Agreement, ability, qualifications as outlined in the job description, knowledge, education and skills shall be the primary considerations.

23.03 The qualifications, knowledge, education and skills required for a position shall be job-related and established in good faith.

23.04 Where two or more applicants for a position covered by this Agreement are considered relatively equal, the most senior of them shall be given preference in hiring.

23.05 Where an internal applicant does not receive the position applied for, the employee will, upon request, be notified in writing within one (1) week after receipt of their request for reasons why the employee's application was unsuccessful.

23.06 The Union will be provided with the names of applicants appointed under the provisions of this Article.

ARTICLE 24 - PROBATIONARY PERIOD

24.01 The probationary period for an employee employed in a permanent position shall be the satisfactory completion of four hundred and twenty (420) hours actually worked.

24.02 The probationary period set out in clause 24.01 may be extended for a maximum of an additional three (3) calendar months at the Employer's discretion. The Union shall be provided notice of, and reasons for, any such extension.

24.03 An employee who is dismissed during the probationary period shall have access to the grievance procedure up to and including Step 2.

ARTICLE 25 - TRIAL PERIOD

25.01 A permanent employee who is promoted or transferred to another permanent position shall be in a trial period for three (3) calendar months, and upon satisfactory completion of the trial period shall be declared permanent in the position. If the employee proves unsatisfactory during the trial period, the employee will be reverted to their former position and wage rate. Any other employee affected by this reversion may also be similarly reverted.

ARTICLE 26 - NEW EMPLOYEES

26.01 The Employer will provide new employees in the bargaining unit with access to and an orientation to workplace procedures and policies including an online location for the collective agreement and elected Union representative information.

26.02 During the new hiring process, the Union will be permitted fifteen (15) minutes to meet with the new employee(s) to familiarize them with CUPE Local 4810. It shall be the Union's responsibility to arrange and facilitate these meetings, subject to the Employer's approval on the timing of the meeting.

ARTICLE 27 - SENIORITY

27.01 Seniority shall be the length of the employee's service from the most recent commencement date as a permanent employee reduced by any unpaid absences from work unless otherwise stated.

27.02 An employee shall lose seniority and employment rights shall be extinguished in the event the employee:

(a) is discharged and not reinstated, or;

(b) resigns, or;

(c) is laid off and fails to report to work within three (3) work days of receipt of notice of recall, or;

(d) is laid off for a period exceeding six (6) months.

27.03 The Employer shall develop, post and update annually a seniority list showing the most recent date of hire of each part-time and full-time permanent employee. The Union shall be provided with a copy of the current seniority list.

ARTICLE 28 - LAYOFF

28.01 Layoff means a reduction in the workforce other than a reduction through attrition.

28.02 Layoffs may be from the full-time employee complement, or the part-time employee complement, or from both groups simultaneously.

28.03 Within an employee complement group subject to layoff, the least senior employee shall be the first laid off, provided that the remaining employees are qualified to perform the remaining work.

28.04 In recalling laid off employees, the most senior employee shall be recalled first, provided the employee is qualified to do the work. In the operation of this clause, part-time seniority shall not apply to recalls to full-time vacancies.

28.05 A new employee shall not be hired into a position in this bargaining unit if within six (6) months of lay-off a laid-off employee is willing, able, and qualified to fill the position.

28.06 An employee shall receive 60 days written notice of layoff, or pay in lieu thereof, except where layoff is due to closure of part or all of the workplace for reasons beyond the Employer's control.

28.07 A laid-off employee is responsible for keeping the Employer informed of their current address.

ARTICLE 29 - TERMINATION

29.01 Except for just cause, when a permanent employee is terminated the employee shall be given written notice, or pay in lieu thereof, in accordance with the following schedule:

Years of Employment	Notice Period
More than three months but less than two years	One week
Two years or more but less than four years	Two weeks
Four years or more but less than six years	Four weeks
Six years or more but less than eight years	Five weeks
Eight years or more but less than ten years	Six weeks
Ten years or more	Eight weeks

29.02 An employee shall give the Employer a minimum of two weeks' written notice of resignation.

ARTICLE 30 - STAFF TRAINING AND CONTINUED EDUCATION

30.01 The Union supports the Employer's existing policy regarding Continuing Education for Library Employees.

30.02 An employee who seeks assistance in improving their credentials through job-related training may apply for Employer assistance under the policy.

ARTICLE 31 - HEALTH AND SAFETY

31.01 The Parties recognize that the maintenance of health and safety in the workplace is the responsibility of the Employer, the Union, and each employee.

31.02 The Parties recognize the need for constructive and meaningful consultations on health and safety matters through the Joint Work Site Health and Safety Committee, which acts as an advisory committee.

31.03 The functions of the Joint Work Site Health and Safety Committee shall include but not be limited to:

a) monitor adherence to current OHS legislation;
b) hold meetings as required, but at least quarterly;
c) receive and work towards resolving concerns and complaints;
d) maintain records of concerns and complaints brought forward, including accurate records of work accidents;
e) establish and support educational programs dealing with health and safety; costs for such programs are borne by the Employer;
f) participate in investigations and inspections relating to health and safety; deal with concerns regarding ergonomics, and any other concerns.

31.04 Up to four (4) Union representatives selected by the Union shall be appointed to the Joint Health and Safety Committee, with a maximum of two (2) to attend each meeting. At least 50% of the membership on the Committee shall be employees selected by the Union.

ARTICLE 32 - PERSONNEL RECORDS

32.01 An employee may inspect their personnel record, and may make copies of material contained therein.

32.02 The Employer and Union agree to retain in confidence the age, sex, family circumstances, health, address and phone number of employees, except where disclosure is required by law or is required for the maintenance of insurance and pension benefits contemplated by this Agreement.

32.03 All employees shall provide one emergency contact (name and phone number) and, upon request, shall provide updates should the information have changed.

ARTICLE 33 - BULLETIN BOARDS

33.01 The Employer shall provide a bulletin board for the purpose of posting job vacancies, employer communications to employees, notices of Union meetings, and other items which may be of interest to employees.

ARTICLE 34 - CLASSIFICATIONS

34.01 Where the Employer creates a new classification or makes significant changes to an existing classification during the term of this Agreement and the classification is included in the bargaining unit, the Employer shall advise the Union of the nature of the new classification and the proposed rates of pay.

34.02 Within 30 calendar days of the notice provided in Clause 34.01, the Union shall confirm its agreement to the proposed rates of pay or enter into discussions with the Employer to conclude an agreed rate of pay. If the rates of pay are agreed between the Parties, Schedule "A" of this Agreement shall forthwith be amended to include the new classification and pay rates.

34.03 If there is no agreement on rates of pay, the Union may initiate a policy grievance at Step 3 and the arbitration board shall set the pay rates.

34.04 During the negotiation/arbitration of pay rates for a new classification, the Employer may employ persons in the new classification of the rates proposed by the Employer.

34.05 The Union shall receive 60 days written notice of the Employer's intent to eliminate an existing classification covered by this Agreement.

34.06 Any new classification shall be posted in accordance with Article 23 - Hiring and Promotions.

34.07 If an employee believes that the duties of their position have changed to the extent that it has become incorrectly classified or qualifies for reclassification, the matter may be referred to

- the supervisor
- the management committee
- the Personnel Committee of the Employer.

The first three steps will not exceed 90 days.

If parties involved are unable to reach an agreement on the reclassification and/or rate of pay, such disputes shall be submitted to grievance and arbitration.
If the challenge is successful, the new classification and rate of pay will become effective from the date of the initial challenge.

Throughout this procedure the employee is entitled to be represented by the Union.

ARTICLE 35 - DISCIPLINE

35.01 A permanent employee may be disciplined for just cause only.

35.02 An employee shall be provided with a copy of any documentation regarding work performance or discipline which is to become part of the employee's personnel record.

35.03 Copies of all letters of discipline shall be provided to the Union.

35.04 Upon expiration of eighteen (18) months from the date of a letter of discipline, the letter shall be removed and destroyed from the employee's personnel file, provided there is no other discipline on the employee's personnel file.

35.05 An employee shall be advised that they have a right to have a Steward or a Union Representative present at any meeting in which the Employer wishes to discipline the employee.

ARTICLE 36 - GRIEVANCE PROCEDURE

36.01 A grievance is a difference regarding the interpretation, application, operation or alleged violation 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.

36.02 A policy grievance is a difference which seeks to enforce an obligation of the Employer to the Union. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an employee. Policy grievances may be initiated at step 2 of the grievance procedure.

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

Pre-Grievance Informal Discussions

Discussions with the immediate Manager shall occur in an effort to resolve the difference(s) prior to proceeding to the grievance procedure. Such discussions shall take place on the Employer property and will occur within 14 calendar days of the time at which the circumstances giving rise to the grievance should reasonably have been known to the employee.

STEP 1:

If a grievance is not resolved through informal discussion, the Union shall table in writing the full particulars of the grievance at a meeting with the Manager. The grievance shall be presented within 14 calendar days of the time at which the circumstances giving rise to the grievance should reasonably have been known to the employee.

Within a further 10 calendar days, the Manager shall provide the employee with a written response to the grievance, and a copy of the response shall be provided to the Union.

STEP 2:

If the Manager's response is not satisfactory to the Union, the matter may be referred in writing by the Union to the CEO within a further 10 calendar days.

The CEO, in consultation with the Employer or a committee thereof, shall consider the grievance and provide the employee with a written response to the grievance within 20 calendar days of its submission at Step 2. A copy of the response shall be provided to the Union.

STEP 3:

If the CEO's response is not satisfactory to the Union, the Union may, within a further 10 calendar days, refer the matter in writing to a board of arbitration constituted under the terms of the Labour Relations Code. Upon agreement between the Employer and the Union, a single arbitrator may be used.

36.04 The decision of the board of arbitration or single arbitrator shall be final and binding on all parties and shall be handed down as expeditiously as possible.

36.05 Each party to the difference shall bear the expenses of its respective nominee to the grievance board. The fees and expenses, if any, of the chairman of the grievance board shall be borne by the parties to the dispute in equal shares.

36.06 Where the parties agree to a single arbitrator to hear the grievance, each party shall pay one-half of the arbitrator's fees and related expenses.

36.07 Where an employee or the Union fail to advance a grievance within the time limits set out herein, the grievance shall be deemed to be abandoned.

36.08 Where the Employer fails to respond to a grievance within the time limits set out herein, the grievor may advance the grievance to the next step in the grievance procedure.

36.09 The time limits set out in this Article may be extended by written agreement between the Parties.

36.10 A Union steward shall not leave their place of work to discuss a grievance with the Employer or an employee during working hours without the prior consent of the Manager(s). Such consent will not be unreasonably withheld.

ARTICLE 37 - UNION MEMBERSHIP

37.01 Membership in the Union shall be voluntary.

ARTICLE 38 - UNION DUES

38.01 The Employer shall deduct from each regular paycheque of each employee covered by this agreement the amount of regular Union dues as set out by the Union from time to time.

38.02 The Employer shall remit Union dues deducted pursuant to Clause 38.01 forthwith after the third Thursday of each month. The deductions remitted shall be accompanied by a list of the names, addresses, and classifications of the employees from whom deductions have been made.

38.03 The Employer shall indicate on the annual T-4 slip the amount of Union dues paid by each employee in the previous year.

38.04 The Employer shall notify the Union monthly of new hires, terminations, layoffs, and changes in classifications, affecting employees in the bargaining unit.

38.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 39 - UNION BARGAINING COMMITTEE

39.01 The Union bargaining committee shall consist of not more than three employees. The Union bargaining committee shall have the right to the assistance of a representative of the Canadian Union of Public Employees, in negotiating the collective agreement.

39.02 Members of the Union bargaining committee shall be eligible for leave without pay to participate in collective bargaining with the Employer. Permission to leave work during work hours for such purposes shall be obtained from the employee's immediate supervisor. Such permission shall not be unreasonably withheld.

ARTICLE 40 - CORRESPONDENCE

40.01 All correspondence between the Parties shall pass:

a) from the Employer, or its designates, to the President and Recording Secretary of the Union, and

b) from the Union to the Employer through the CEO.

ARTICLE 41 - OTHER COMMITTEES

41.01 An employee who is a member of the Joint Work Site Health and Safety, the Labour Management, or future joint committees requiring Union representation, as a Representative of the Union will be elected or appointed by the Union.

41.02 Labour Management Committee

a) A Labour Management Committee shall be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. The Committee will not discuss grievances, nor

is it intended to replace or avoid existing channels of communication and problem resolution.

b) Meetings shall be held on an as-required basis, with time, date and location to be jointly agreed. Any meeting may be cancelled or deferred by mutual agreement. Membership for each of the parties is not to exceed three.

c) Minutes shall be recorded and approved by the Employer and the Union. Copies of the minutes shall be sent to the parties within fifteen (15) working days of the meeting.

41.03 Members of the Committees referred to in this Article shall be granted time off without loss of regular earnings to attend Committee meetings. Lieu time shall be provided if working overtime or called in when not scheduled to work.

ARTICLE 42 - TECHNOLOGICAL CHANGE

42.01 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.

42.02 The Employer or its representative shall give the Union written notice of any proposed technological change which is likely to cause problems relating to layoffs and/or reduced hours of work, and meaningful consultation shall occur between the Employer and the Union. Such consultation may include discussion of employee transfers and retraining which may flow from such change.

ARTICLE 43 - CONTRACTING OUT

43.01 In the event the Employer proposes work performed by employees covered by this Agreement be contracted out, causing a reduction for employees, the Employer shall, prior to finalizing its decision:

a) enter into meaningful consultation with the Union respecting the proposal, its potential impact on employees including the anticipated number of employees who would be affected and providing the reasons for such a decision.

b) provide to the Union a minimum of ninety (90) days' notice prior to the implementation of such decision.

c) provide the Union with all the tender information available to other potential contractors, and equal time to submit a bid on the work. The Union shall be given such contract consideration on the same basis as any other bidder.

43.02 Every reasonable effort will be made to provide continuing employment for affected employees with the Employer. Negotiated severance will be provided for employees laid off as a result of contracting out.

43.03 The Employer will always ensure that CUPE staff will be hired for core public library services in all of its Library facilities, in compliance with this Collective Agreement.

ARTICLE 44 - SUNDAY PREMIUM

44.01 All Employees working on Sunday shall receive one (1) hour extra straight time pay for each scheduled Sunday shift worked.

44.02 If the Library is shut down during July and August on Sundays, the hours/shifts of those workers shall be rescheduled in consultation with the affected employees.

In witness whereof, the Parties have caused these presents to be executed by their duly authorized officers on their behalf the day and year first written below.

Dated 28 day of December 2021.

For the Employer

[redacted]

For the Union

[redacted]

SCHEDULE A

RATES OF PAY EFFECTIVE JANUARY 1, 2020

	Start Rate	Job Rate
Library Assistant I	$17.23	$19.15
Library Assistant II	$22.93	$25.48
Library Assistant III	$27.59	$30.65
Library Assistant IV	$31.43	$34.91
IT Specialist I	$31.43	$34.92
IT Specialist II	$37.32	$41.47
IT Specialist III	$43.06	$47.85