

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**CITY OF MEDICINE HAT LIBRARY BOARD**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 46**

***CUPE***

**January 1, 2024 – December 31, 2026**



**Nov 8, 2023  
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**ARTICLES OF AGREEMENT made in duplicate.**

**BETWEEN:**

**CITY OF MEDICINE HAT LIBRARY BOARD  
(hereinafter referred to as the "Board")**

**PARTY OF THE FIRST PART  
AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 46 - MEDICINE HAT, ALBERTA  
(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

WITNESSETH THAT THE PARTIES HERETO have agreed as follows:

**PREAMBLE – PURPOSE**

With the view of providing quality library service to the citizens of Medicine Hat, it is the desire of both parties of this Agreement to:

- maintain and develop the existing harmonious relations between the Board and the Members of the Union;
- promote co-operation and understanding between the Board and its Employees;
- recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of salaries;
- encourage fiscal responsibility; and
- promote morale and well-being of all Employees in the bargaining unit represented by the Union.

Therefore, the parties mutually agree to the following:

**ARTICLE 1 - TERM OF AGREEMENT**

- 1.1 This Agreement shall be in full force and effect from January 1, 2024 to December 31, 2026 and from year to year thereafter unless one party gives to the other party, not less than sixty (60) calendar days or no more than one hundred and twenty (120) calendar days prior to the expiry date of this Agreement, notice in writing to commence collective bargaining.
- 1.2 Any changes deemed necessary to this Agreement may be made by mutual agreement between City of Medicine Hat Library Board and the Union during the term of this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Board recognizes the Canadian Union of Public Employees Local No. 46 as the sole and exclusive collective bargaining agency for all Employees covered by this Collective Agreement and as per authority granted by the Alberta Labour Relations Code and the decisions of the Alberta Labour Relations Board, certification number 181-92.
- 2.2 The Board agrees not to bargain collectively with any other labour organization affecting Library Employees specified or covered by this Agreement.
- 2.3 No Employees shall be asked to make a written or verbal agreement with the Board covering hours of work, wages or other conditions except as specifically provided for in this Agreement or as approved by the Union.
- 2.4 Persons not covered by the terms of this Agreement will not work on jobs which are normally done by Employees covered by this Agreement where such activities would result in a layoff or reduction in the normal hours or remuneration of a Union Employee, except for the purposes of instruction, experimenting or in emergencies when permanent Employees are not readily available.
- 2.5 All volunteer and contract positions will be disclosed to the Union to ensure Union understanding and support.
- 2.6 The use of volunteers shall not lead to the layoff, reduction of hours, or reduction of pay of any Employee. The work of volunteers shall complement, but not replace, the work of a paid library job description.

## **ARTICLE 3 - DEFINITIONS**

Definitions in this Collective Agreement shall mean:

- 3.1 *Anniversary Date*: the yearly date established by the commencement of employment with the Board.
- 3.2 *Board*: City of Medicine Hat Library Board and its agents.
- 3.3 *Call Back*: the unscheduled overtime work, other than meetings or training, that does not immediately precede or follow a permanent full-time Employee's normal shift.
- 3.4 *Classification*: the rate of pay for each job description as determined through the Joint Job Evaluation process.
- 3.5 *Continuous Employment*: the length of service without any break of greater than ninety (90) calendar days unless otherwise stipulated.

- 3.6 *Days*: calendar days, unless otherwise stipulated.
- 3.7 *Employee*: any person employed by the Board and represented by CUPE Local 46 Library Bargaining Unit pursuant to the Alberta Labour Relations Certificate Number 181-92.
- 3.7.1 *Page*: an Employee who works within the job classification 'Page'.
- 3.7.2 *Permanent Employee*: an Employee, who works a regular shift schedule of a minimum of twenty-seven point five (27.5) hours biweekly and has completed the probationary period.
- 3.7.3 *Permanent full-time Employee*: an Employee who works an established shift schedule of seventy-five (75) hours biweekly.
- 3.7.4 *Permanent part-time Employee*: an Employee who works an established shift schedule of not less than twenty-seven point five (27.5) hours biweekly.
- 3.7.5 *Probationary Employee*: an Employee filling a position coming within the scope of this Agreement and serving the required probationary period. The probationary Employee shall be entitled to all rights and privileges of this Agreement unless otherwise specified.
- 3.7.6 *Casual Employee*: is an Employee hired:
- 3.7.6.1 To complete the staffing required to operate the Library; and/or,
- 3.7.6.2 To fill in relief hours; and/or,
- 3.7.6.3 To fill a relief assignment; and/or,
- 3.7.6.4 For a temporary position.
- 3.7.6.5 Casual Employees shall not displace a permanent Employee, shall not be granted work in preference to a permanent Employee, and shall not work the schedule of a permanent Employee unless in a relief assignment.
- 3.7.6.6 An Employee who works an established shift schedule of less than twenty-seven point five (27.5) hours bi-weekly.
- 3.8 *Job Description*: the written description of a job used by the Joint Job Evaluation Committee to rate the job which includes a general description, the organizational relationships, major duties and responsibilities, and the necessary knowledge/abilities/skills/training/experience to do the job.



- 3.9 *Joint Job Evaluation Plan*: the plan as agreed-to by the two parties and forms part of this Collective Agreement.
- 3.10 *Layoff*: a reduction in an Employee's regular hours of work as defined in this Collective Agreement.
- 3.11 *Letter of Agreement*: a mutually agreed-to letter, in writing, authorized by the signing authorities to this Collective Agreement, that amends the terms and conditions of this Collective Agreement on an ongoing basis that may be incorporated into the main body of the Collective Agreement during collective bargaining.
- 3.12 *Letter of Understanding*: a mutually agreed-to letter, in writing, between the Union and the Board, that on a case by case basis temporarily by-passes a specific article(s) of the Agreement or provides clarification on how an article(s) is to be applied/interpreted in the Collective Agreement.
- 3.13 *Librarian*: the Chief Librarian or designate.
- 3.14 *Lieu Time Bank*: the total hours that accrue from Article 10.5, Article 17.2, and Article 17.5 and shall not exceed thirty-seven point five (37.5) hours. All lieu hours earned should be used the year they were earned. It is understood that lieu time may be earned near the end of the year; therefore, Employees may carry over up to fifteen (15) hours lieu time.
- 3.15 *Month*: the period of time between the date in one (1) month and the preceding date in the following month. ie. March 15 to April 14.
- 3.16 *Position*:
- 3.16.1 *Permanent position*: a shift schedule of twenty-seven point five (27.5) hours or more bi-weekly as established by the Board and filled by a permanent Employee as defined in Article 3.7.2. Once a permanent position is established, the Employee filling the position may not drop hours from the position unless mutually agreed upon by Management, the Employee, and the Union.
- 3.16.2 *Temporary position*: a specific job, project or relief assignment, not to exceed twelve (12) months, that does not replace a permanent position. Where the Board requires a temporary position to exceed the twelve (12) continuous months, the Board shall apply to the Union in writing for an extension, sixty (60) calendar days in advance of such extension. The Union shall not unreasonably withhold such extension. Where an extension is not requested and the position exceeds twelve (12) months, then the Union shall request that the Board fill the position in accordance with Article 12.

- 3.16.3 *Casual position:* Casual Employee with permanent scheduled hours. Once a position is established, the Employee filling the position may not drop hours from the position.
- 3.16.4 A page shift schedule is not deemed a position.
- 3.17 *Probationary period:* the first nine hundred and seventy-five (975) regularly paid hours or six (6) months (not including leaves of absence), whichever comes first, of employment for a newly hired Employee, to allow the Board to determine the Employee's suitability and ability for continued employment.
- 3.18 *Qualifications:* the minimum knowledge, abilities, skills, training and experience that are required to perform the functions for the position in question as outlined in the job description.
- 3.19 *Rates of Pay:*
- 3.19.1 *Classified Rate of Pay:* the corresponding rate of pay as listed in the Pay Schedule, Article 37.2, for the classification of the position in which the work is performed and does not include any other allowances or premiums.
- 3.19.2 *Basic Rate of Pay:* the Classified Rate of Pay plus any service pay entitlement.
- 3.19.3 *Start Rate:* ten (10) percent less than the classified rate.
- 3.20 *Red-Circling:* shall come into effect when the Employee's existing rate of pay is greater than the position's revised rate of pay. The Employee will remain at their current rate of pay until the revised rate of pay is greater than their current rate.
- 3.21 *Relief Assignment:* a permanent position made temporarily vacant for a period in excess of twenty-eight (28) calendar days. The hours of the relief assignment are not considered the permanent regularly scheduled hours of the Employee filling the relief assignment.
- 3.22 *Relief Hours:* regularly scheduled hours or shifts made temporarily vacant for a period up to and including twenty-eight (28) calendar days. The shifts, or portions of shifts, are made available on an individual basis. Relief hours are paid at the classified rate of pay of the job description required for that individual shift.
- 3.23 *Retroactivity:* if negotiations are not completed by the expiry date of the contract all negotiated increases to Article 37 will be retroactive to the expiry date.
- 3.23.1 Employees who were in service between the expiration date of the previous agreement and the signing of the new agreement shall be entitled to the retroactive adjustment.

- 3.24 *Shift*: the scheduled daily hours of work exclusive of overtime and unpaid meal breaks.
- 3.25 *Shift Cycle*: the period of time when a regular shift schedule repeats itself.
- 3.26 *Shift Schedule*: the regular hours of work assigned to an Employee that will reoccur in a regular cycle. Regular shift schedules will include: the daily hours of work, the days of the week the Employee is scheduled to work and the Employee's scheduled days off.
- 3.27 *Sick Leave*: Sick leave is paid on an Employee's permanent regularly scheduled hours when an Employee has enough hours in their sick bank to cover time away from work due to illness, injury or appointment as outlined in Article 18.
- 3.28 *Supervisor*: the Employee's immediate non-union supervisor.
- 3.29 *Technological change*: the introduction of equipment, materials, or processes different in nature, type or quality from that previously utilized or in work methods, organization, operations, or processes affecting one (1) or more Employees.
- 3.30 *Union*: the officials of the Union elected and authorized to act on behalf of the members of CUPE Local 46 Library Bargaining Unit.
- 3.31 Words in the singular shall include the plural and words in the plural shall include the singular unless otherwise indicated in the context.
- 3.32 *Working Days* – Shall mean Monday to Friday excluding general holidays.

#### **ARTICLE 4 – STUDENT WORK EXPERIENCES**

The Board and the Union believe that having students experience the work of Library Employees is of value both to the community and the library, however, we also believe that such work experience should not unduly disrupt the work of the Library. Accordingly, where the Board agrees to accommodate requests for student work experiences, such work experience will not result in a layoff or reduction in the normal hours or remuneration of a Union Employee. The Board and the Union agree that summer student employment grant programs fall under this article.

#### **ARTICLE 5 – BULLYING, DISCRIMINATION AND HARASSMENT**

- 5.1 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, physical disability, mental disability, gender, marital status, sexual orientation, place of residence, nor by reason of membership or activity in the Union.

5.2 The Board and the Union will not tolerate any Employee being subjected to bullying, discrimination, harassment, or abuse as defined in Board Policy.

5.2.1 *Abuse*: physical contact intended to cause bodily harm or the use of threats, humiliation, forced social isolation, intimidation, harassment, coercing or restricting from appropriate social contact with the intention of causing emotional harm.

5.2.2 *Bullying*: intentional or repetitive acts or verbal comments that could hurt or isolate a person in the workplace.

5.2.3 *Discrimination*: unfavourable treatment based on racial, sexual, political, age, national, religious, or gender prejudice.

5.2.4 *Harassment*: repeated offensive comments and/or actions which demean and belittle an individual and/or cause personal humiliation. This definition includes sexual harassment.

## **ARTICLE 6 - USING POSITION**

No members of the Board or the Librarian shall use their position to solicit donations from Library Employees for any purpose whatsoever.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

The Board reserves all rights not specifically restricted by provisions of this Agreement.

## **ARTICLE 8 – OCCUPATIONAL HEALTH AND SAFETY**

8.1 Union and the Board shall co-operate to promote the safety and health of Employees in accordance with Board Policy. The Union will be supplied with a copy of the policy and notified of any changes in the policy.

8.2 Health and Safety Committee meetings will be incorporated as an agenda item into the regular library staff meetings.

8.3 A Health and Safety Officer is appointed from among the Employees. This person is responsible for regularly monitoring the working conditions in the library and bringing concerns regarding working conditions to the attention of the Librarian.

## **ARTICLE 9 - HOURS OF WORK**

9.1 The Library is a seven-day per week operation with varying shifts covering its hours of operation in a variety of locations. Therefore, Employees are expected to work evening and weekend shifts.

- 9.2 Casual Employees are expected to be available for relief shifts. Where an Employee is consistently unavailable, the matter shall be dealt with through the disciplinary procedure.
- 9.3 Once established and agreed to in writing, the shift schedule shall then become the Employee's regular hours of work.
- 9.4 Employees shall be notified in writing of changes in regular shift schedules a minimum of twenty-one (21) calendar days in advance.
- 9.4.1 Employees' regular hours of work may be modified by altering the start and finish time for a period not to exceed three (3) months. Notification of the new start time and the length of time the new schedule will be in place shall be made in writing at least seven (7) calendar days in advance unless extenuating circumstances prevent the requisite notice of the new schedule being implemented.
- 9.4.2 Should the notice not be provided then overtime will be paid for all modified hours worked within the seven (7) calendar days notice.
- 9.5 Some flexibility of daily hours of work may be arranged by mutual consent of individual Employees and their Supervisor.
- 9.6 Each full-time Employee will be given their two (2) days off consecutively every two (2) weeks wherever practicable.
- 9.7 Employees may exchange shifts amongst themselves provided that they make such a request in writing to their Supervisor and the Supervisor approves the request. Shift exchanges will only be granted under the condition that there will be no increase in the cost to the Board, the Employees are qualified to work the shifts, and the shift exchange normally occurs within a four (4) week period.
- 9.8 All Employees shall be permitted rest periods as follows:
- 9.8.1 Any shift scheduled for up to four point seven five (4.75) hours shall receive one (1) fifteen (15) minute paid rest period.
- 9.8.2 Any shift scheduled for five (5) hours or greater, but less than six (6) hours shall receive one (1) thirty (30) minute paid rest period.
- 9.8.3 Any shift six (6) hours or greater but less than seven (7) hours shall receive one (1) twenty (20) minute paid rest period and one (1) thirty (30) minute unpaid meal break.

- 9.8.4 Any shift of seven (7) hours or greater shall receive two (2) - fifteen (15) minute paid rest periods and an additional thirty (30) minute unpaid meal break or longer as mutually agreed by the Employee and the Supervisor, which will not be unreasonably denied.
- 9.8.5 All paid rest periods shall be taken in the Employee's job site area, unless authorized by the Supervisor. Paid rest periods cannot be combined with other rest periods or meal breaks.
- 9.8.6 A shift must be a minimum of three (3) hours. Where an Employee reports to work but is not required to work the three (3) hours, a minimum of three (3) hours at the classified rate of pay for the position shall be received. This clause does not apply to meetings or training.
- 9.9 On Christmas Eve and New Year's Eve, the hours of work for Employees shall be from 8:30am to 4:30pm with one (1) thirty (30) unpaid meal break.
- 9.9.1 If a temporary Employee has regular scheduled evening hours outside of The City of Medicine Hat Library's hours of operation on Christmas Eve and New Year's Eve, they will not work nor will they be paid for that shift. However, they may submit availability for the hours the library is open on those days via the availability calendar process.
- 9.10 By June 1<sup>st</sup> of any year, the Board shall decide if the Library will be closed for Christmas Eve and New Year's Eve. Should the Library be closed, regularly scheduled Employees shall utilize vacation time, and/or lieu time as per Article 17.2.
- 9.11 Provided that it would not require other amendments to the work schedule to avoid overtime payments, an offer of a specific job, project or relief assignment shall be by seniority.
- 9.12 Shift Differential: All Employees, shall be paid a shift differential of five dollars (\$5.00) per hour for all hours worked (excluding overtime hours) between 9:30 pm and 8:00 am.
- Notwithstanding the above, shift differential will not be paid when approval for alternate shift schedules requested by an Employee has been granted.
- 9.13 No Employee will have a scheduled split shift, unless agreed upon by the Employee.

## **ARTICLE 10 - OVERTIME**

10.1 Overtime shall apply when:

10.1.1 Any Employee works in excess of eight (8) hours in a day; or,

10.1.2 Any Employee works in excess of seventy-five (75) hours over a two week pay period.

10.2 For Employees filling a relief assignment, overtime shall be paid in accordance with the classified rate of pay of the relief assignment.

10.3 Overtime shall be calculated at two times (2x) the classified rate of pay.

10.4 A call back shall be for a minimum of two (2) hours, or for all the hours worked, whichever is greater, at two times (2x) the classified rate of pay.

10.5 No Employee shall be required to take time off in lieu of overtime pay. However, if there is mutual agreement between the Employee and the supervisor to bank overtime, the overtime will be banked at two times (2 x) the hours of overtime worked.

10.5.1 When an Employee wishes to take time off in lieu of overtime, it shall be taken at a time mutually agreeable between the Employee and the Supervisor, and the Employee shall be paid at their classified rate of pay.

10.5.2 Once overtime is banked, it shall only be taken as time off in lieu of overtime and shall not be paid out.

10.6 The Librarian will endeavour where reasonable to allocate overtime equally among Employees who are willing and qualified to perform the work which is available.

10.7 All overtime work must be approved by the Employee's Supervisor. Approval must occur prior to the overtime work, wherever practicable.

10.8 Lieu time shall be taken in accordance with Article 3.14

## **ARTICLE 11 - SENIORITY**

11.1 Seniority Accrual

11.1.1 Seniority for permanent full-time and part-time Employees shall be based upon the date the Employee became eligible for benefits as outlined in Article 23.

- 11.1.2 Seniority for part-time and casual Employees who do not qualify for benefits as outlined in Article 23 shall be based upon their accumulated regular hours paid.
- 11.2 The following order for the application of seniority shall apply:
  - 11.2.1 First consideration to permanent Employees.
  - 11.2.2 Second consideration to casual Employees.
- 11.3 Subject to the provisions of other related articles in the Agreement, seniority shall be used in, but not limited to, determining:
  - 11.3.1 Preference when filling specific jobs or projects, relief assignments, relief hours, vacancies, and new positions.
  - 11.3.2 The order of layoff.
  - 11.3.3 The order of recall.
  - 11.3.4 Preference for vacation scheduling.
- 11.4 The Board shall maintain a seniority list and it shall be updated and posted on the staff room bulletin board in January, May, and September of each year. This list shall be open for protest for a period of thirty (30) calendar days from the date of posting. Necessary corrections to this list shall be made within fifteen (15) calendar days. The seniority list shall be divided into two sections: permanent and casual, and show names in seniority order, seniority date/hours, classification and full or part time status of each Employee.
  - 11.4.1 Should an existing Employee become or cease to be permanent; a new seniority list will normally be generated within one (1) month.
- 11.5 Seniority will be retained and will continue to accumulate while an Employee is on paid sick leave, approved unpaid sick leave, Workers' Compensation, Long Term Disability, compassionate leave, and parental and maternity leave.
  - 11.5.1 The seniority calculation for part-time and casual Employees who do not qualify for benefits as outlined in Article 23 shall be based upon their average accumulated regular hours paid for the same length of time as the leave.
- 11.6 Seniority will not accumulate during periods of other unpaid approved leave or during layoff.



- 11.7 Employees who are laid off by reason of staff reduction and who are later recalled, shall retain all previous seniority provided that they are re-employed within twelve (12) months of the date of layoff, and further provided that the Employee has been available for recall during said twelve (12) month period.
- 11.8 An Employee shall forfeit all seniority by failing to report to work within fourteen (14) calendar days following a layoff, after notice to return to work has been communicated in writing, unless the Employee can give a good reason, in writing, satisfactory to the Board and the Union, for such failure to report in the time prescribed.
- 11.9 If an Employee resigns from employment in writing and does not withdraw the resignation within two (2) days, exclusive of Saturdays, Sundays and general holidays, the Employee shall forfeit all previous seniority.
- 11.10 Where an Employee terminates employment and is later re-engaged, seniority shall start from the date of re-engagement. If the Employee is dismissed for cause and later reinstated through the Grievance Procedure, the Employee shall suffer no loss of seniority.

## **ARTICLE 12 – POSTING AND FILLING VACANCIES AND NEW POSITIONS**

- 12.1 If a vacancy occurs or a new position is created which falls within the scope of this Agreement, such vacancy or new position shall be posted internally for seven (7) calendar days, including all pertinent information.
- 12.1.1 Vacancies may be concurrently posted externally provided qualified internal applicants are given first consideration.
- 12.1.2 If a vacant position will not be posted and/or will be eliminated, the Union shall be notified, in writing, within thirty (30) calendar days of the vacancy.
- 12.2 Provided the Employee has the necessary qualifications for the posted position and past performance has been satisfactory, seniority shall be used to determine the successful applicant for the vacancy or new position.
- 12.3 Where possible, all appointments shall be made within fifteen (15) calendar days of the closing of the posted position. After the appointment, the Union shall be notified in writing of the successful applicant's name and if the Union has an objection to raise, it must be in the hands of the Librarian within seventy-two (72) hours (exclusive of Saturdays, Sundays and general holidays) of notification to initiate Article 32.7.1.

- 12.4 When a posted position not filled internally or externally is altered through a change in schedule or divided into two or more positions, Employees shall be given the opportunity to apply for the altered position(s) in accordance with Article 12.1 before an external candidate(s) is offered the position(s).
- 12.5 An Employee who is appointed to a new position or vacancy, including Employees appointed to a position outside the bargaining unit, shall be on a trial basis in the new position for a period of sixty (60) calendar days not including leave of absences. The Board may designate a longer or extend the trial period of up to six (6) months not including leave of absences provided that the Union and the Employee concerned are notified at the time. The Employee shall have a written review every sixty (60) calendar days during the trial period. If at any time during the trial period the Employee is subsequently transferred, or chooses to revert back to their previous position, the Employee shall do so without loss of seniority or former rate of pay. Any other Employee appointed or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or former rate of pay.
- 12.6 A person appointed from outside the bargaining unit shall serve a probationary period. The probationary Employee shall have a written review every three (3) months during the probationary period. Should the probationary Employee experience problems during the probationary period, the Board shall notify the probationary Employee and the Union of the problems in writing. Should the Board determine a probationary Employee to be unsatisfactory; the Board can terminate the Employee at any time prior to the end of the probation. The Board may extend the probationary period, should circumstances warrant it, up to an additional six (6) months, not including leaves of absence; the Board must notify the Union and the Employee of this extension in writing.

## **ARTICLE 13 – RELIEF WORK**

### **13.1 Relief Hours:**

- 13.1.1 The Librarian may fill a vacancy of regularly scheduled hours or shifts made temporarily vacant up to and including twenty-eight (28) calendar days as individual shifts of seven point five (7.5) hours or less.
- 13.1.2 If the Librarian chooses to fill the vacancy as outlined in 13.1.1, it shall be filled in the following manner and will normally be communicated no later than the 21st of each month for the following month:

a) based on the availability.

13.1.2.1 Of permanent part-time and casual Employees as communicated in writing by the 15th of the month to the Supervisor responsible for scheduling; except, The availability of permanent part-time and casual staff for July and August, will be submitted by June 15th. The schedule for July will be communicated to the staff by June 21st and the schedule for August will be communicated to the staff by June 28th, unless extenuating circumstances prevent distribution; and,

b) based on seniority.

13.1.2.2 As relief hours offered to the qualified senior person in the Library who is not already committed to a shift which would conflict with the vacancy. If that person chooses not to fill the shift, the relief hours are offered to qualified senior people until the hours are filled.

13.1.2.3 Should the vacancies not be filled in the manner described in 13.1.2.1 or 13.1.2.2 the Employee(s) affected shall be permitted to work the missed relief hours at their convenience normally occurring within a four (4) week time period.

13.1.3 An Employee hired for relief hours is expected to be reasonably available for work with limited notice. In the event that an Employee is consistently unavailable or unable to work shifts, the matter will be dealt with through the disciplinary procedure.

13.1.4 Relief hours are paid at the classified rate of pay of the job description required for that individual shift – this is determined based on the duties required on the shift.

13.1.5 Where the Librarian directs an Employee to work relief hours lower than the Employee's classified rate of pay, during their regularly scheduled hours of work, the Employee shall be paid at their classified rate of pay.

13.1.6 Once an Employee agrees to work a relief shift, the Employee is committed to those hours. If the Employee is later unable to work an accepted relief shift it is the responsibility of the Employee to find coverage for the relief shift. This is done by either a time off request or the shift swap process.

13.1.7 Employees who accept relief shifts cannot access their vacation bank once the shift is accepted and assigned.

## 13.2 Relief Assignments

### 13.2.1 Relief Assignments shall be filled in the following manner:

13.2.1.1 In the case of a temporary vacancy in any permanent position in excess of twenty-eight (28) calendar days, these vacancies will be posted and filled pursuant to Article 12. Permanent Employees working in a relief assignment will retain their permanent status while doing so. The Librarian may choose not to fill all of the position's shifts; in this case only the hours/shifts to be filled will be included in the posting.

13.2.1.2 Permanent part-time and full-time positions regularly working twenty-one (21) hours or less weekly on a public service desk are not required to be posted.

13.2.2 The above clause is for the initial vacancy only. Any subsequent vacancies may be filled in accordance with clause 13.1. If directed by the Librarian to a relief assignment lower than the Employee's classified rate of pay, the Employee shall be paid at their classified rate of pay.

## 13.3 Relief Assignments Due to Long Term Disability

13.3.1 When a permanent position becomes vacant as a result of an Employee being on approved leave due to long term disability, this position will be posted and filled pursuant to Article 12.

13.3.2 It will be stated on the posting that the position is one of a limited term. The term of the position will not exceed two (2) years from the date upon which the long term disability insurance comes into effect for the absent Employee. This date will be communicated to the Employee filling the position.

13.3.3 Where the absent Employee is unable to return to employment within the two (2) year period from when long term disability insurance came into effect, the person(s) appointed, pursuant to 13.3.1 above, shall be declared permanent in the position.

13.3.4 Provided that the absent Employee is able to return to the position in a period not exceeding the two (2) years as mentioned in 13.3.2, the Employee shall be reinstated to the position held prior to commencement of long term disability. Other Employees appointed or transferred because of the absence will also be returned to their former position and corresponding rate of pay.

- 13.3.5 The Library will endeavour to provide alternate employment to an Employee who any time after the two (2) years is medically fit and able to return to work.
- 13.4 The Employee will be required to honour the commitment made and remain in the relief assignment for the period of time originally agreed upon, except in cases where the Employee applies for and is awarded a posted permanent position.
- 13.5 The absent Employee shall be placed into their former position upon return to employment and all other Employee(s) will revert to their former position(s).

#### **ARTICLE 14 - LAYOFF AND RECALL**

- 14.1 It is understood that the Library may need to move staff and reorganize departments due to restructuring requirements. However, no permanent Employee shall be laid off, except in the event of major budgetary constraints, catastrophic occurrences, technological change, or where a position has become redundant.
- 14.2 Where the Board has determined that a position(s) has become redundant, it will immediately begin the process of determining where best to transfer the affected Employee(s). The process will use seniority as the determining factor; however, the Employee(s) must possess the necessary knowledge and abilities to perform the duties of the position to which they will be transferred. It is understood that in transfers of this nature no new position has been or will be created and therefore the posting requirements as outlined in the collective agreement are not operational or applicable.
- 14.2.1 Where the Library has initiated the above process it is recommended that the entire process be completed within forty-two (42) calendar days. Employee(s) affected by a transfer shall have their wages and hours of work protected; therefore, there shall be no reduction in rate of pay or hours of work. The provisions of red-circling will be applied when necessary. At any time, if the original position an Employee was removed from is reinstated, the Employee shall have first right to return to said position.
- 14.2.2 Where the Board has determined that a position(s) will become redundant due to technological change, the Board shall provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on Employees. A minimum of four (4) months notice shall given to the Union before the introduction of said technological change.
- 14.3 In the event of layoff, seniority will be the determining factor where the Employee has the necessary qualifications to perform the work remaining.

- 14.4 Permanent Employees shall receive a minimum of fourteen (14) calendar days notice in writing of the layoff. Employees working more than thirty (30) calendar days in a relief assignment or temporary position shall receive a minimum of seven (7) calendar days notice in writing of the layoff.
- 14.5 Employees on layoff shall be able to exercise their seniority for posted positions in accordance with Article 12.
- 14.6 An Employee on layoff must notify the Librarian of any change to their personal email address, telephone number or mailing address.
- 14.7 Recalls
- 14.7.1 Recalls for Employees shall be in order of seniority provided the Employee is qualified to do the work.
- 14.7.2 Employees being recalled to a position of greater than thirty (30) calendar days shall receive a minimum of fourteen (14) calendar days notice communicated in writing. If an Employee does not return to work following fourteen (14) calendar days from the date the communication was sent, the Employee shall be deemed to have resigned and forfeited all accumulated seniority.

## **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.1 Any Employee desiring a leave of absence shall apply for same to the Librarian. Except in cases of emergencies, such application should be made in writing at least twenty-eight (28) calendar days prior to the date of commencement of the leave of absence. Should such application be refused, the Employee shall have the right to appeal to the Board. The decision of the Board shall be final and shall be communicated to the Employee and the Union in writing.
- 15.2 A leave of absence may be granted only insofar as the operation of the Library will permit.
- 15.3 For any leave of absence, the Employee shall include in their leave of absence application the anticipated length of leave and their anticipated return-to-work date. Any changes to the anticipated return-to-work date require the Employee to provide a written application to the Librarian twenty-eight (28) calendar days in advance.
- 15.4 Unless otherwise noted, during leaves of absence extending over 30 calendar days Employees do not accrue vacation time, lieu time, sick time nor seniority.

## 15.5 Union Leave

15.5.1 Any Employee who is elected or appointed to a CUPE Local 46 Union position, through the Local's book-off approval process, as a delegate to any convention held in connection with any affairs of the Local, or any other Local activity, shall be granted a leave.

15.5.1.1 Up to a maximum of ten (10) consecutive days at one time.

15.5.1.2 Individual days as requested.

15.5.2 No more than two (2) Employees can be absent on Union business not conducted with the Board at any one time and no more than one (1) Employee from a department unless mutually agreed.

15.5.3 Notice of union leave, when possible, shall be given to the Employee's Supervisor at least seven (7) calendar days in advance. Where such notice is not provided, and the Board cannot accommodate, the leave may be denied.

15.5.4 The Local shall be billed the amount of pay received by the Employee during the leave and pro-rated benefit costs. Payment will be made by the Local upon receipt of such billing.

## 15.6 Court Appearance

15.6.1 Where any Employee is subpoenaed:

15.6.1.1 As a witness in a case arising from a matter occurring while carrying out the duties of their employment; or,

15.6.1.2 In a case in which the Board has an interest; or,

15.6.1.3 For jury duty the Employee shall not suffer any loss of pay while so serving. However, the Employee shall turn over to the Board the amount of any fees or remuneration received less any reasonable expenses.

15.6.2 Where an Employee's attendance at court in accordance with 15.6.1.1 or 15.6.1.2 occurs on a scheduled day off, the Employee shall be granted overtime at two times (2x) the classified rate of pay for their time in court for a minimum of two (2) hours for all hours in attendance at court, whichever is greater.

15.6.3 In the event an Employee is scheduled to work on the evening shift(s) on the day(s) the Employee is called as a witness in matters arising out of their employment with the Board, or as a juror, the Employee shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.

15.6.4 Where an Employee is required by law to appear before a court of law for reasons other than those stated above, the Employee shall be granted a leave of absence without pay.

## 15.7 **Political Leave**

An Employee who wishes to run as a candidate for public office (municipally, provincially, or federally) will be granted a leave of absence, if requested, without pay commencing the day of Writ for the election is issued or the day following the day of their candidacy is publicly announced, whichever is later. An Employee who is elected to public office shall resign effective the last day worked prior to the commencement of leave of absence.

## 15.8 **Maternity Leave**

15.8.1 Maternity leave shall be defined as the total period of time the Employee is absent and is comprised of health-related and voluntary periods combined.

15.8.2 Health-related maternity leave shall be subject to the conditions of normal sick leave provisions and may include periods prior to and following the date of delivery.

15.8.3 During the health-related portion of maternity leave, an Employee in receipt of payments from Employment Insurance Maternity Leave will, upon application supported by proper medical documentation, be paid by the Board, the difference between their regular wages and Employment Insurance payments so that the two combined would equal ninety-five percent (95%) of full pay. The Employee shall be entitled to wage top-up equal to the amount of sick days in their sick leave bank at the time of commencement of maternity leave. This entitlement will not reduce the amount of sick days in the Employee's bank and said days will be available to the Employee upon return to employment.



- 15.8.4 During the period of voluntary maternity leave for a permanent Employee, both the Board and Employee will continue to pay their share of the premium contributions for those health, pension, and insurance benefits the Employee chooses to participate in. Employees will coordinate benefit and payments with the payroll provider. Employees may participate in all, any combination, or none of the health, pension, and insurance benefit plans.
- 15.8.5 Upon return to employment the Employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting period or medical examination except for optional life insurance.
- 15.8.6 Employees returning from maternity leave will be reinstated in the same position and rate of pay as was in effect at the commencement of maternity leave. Upon return to employment, sick leave shall accrue for the entire period of the maternity leave and vacation entitlement for the health-related portion of the maternity leave.
- 15.8.7 Maternity Leave shall be granted to eligible Employees as per the *Alberta Employment Standards Code*, as amended.

**15.9 Leave for the Non-childbearing Partner or Grandparent**

Leave of two (2) working days with pay shall be granted upon notification by an Employee to enable such Employee to attend to matters directly related to the birth of the child.

- 15.9.1 Leave of one (1) working day per calendar year with pay shall be granted upon notification by an Employee to enable such Employee to attend to matters directly related to the birth of a grandchild.

**15.10 Parental Leave - Without Pay**

- 15.10.1 During the period of parental leave for a permanent Employee, both the Board and Employee will continue to pay their share of the premium contributions for those health, pension, and insurance benefits the Employee chooses to participate in. Employees will coordinate benefit and payments with the payroll provider. Employees may participate in all, any combination, or none of the health, pension, and insurance benefit plans.
- 15.10.2 Upon return to employment the Employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting period or medical examination except for optional life insurance.

15.10.3 Upon return to employment the Employee shall be reinstated to the same position and rate of pay at the time that Parental Leave commenced. Upon return to employment, sick leave shall accrue for the period of parental leave.

15.10.4 Parental Leave shall be granted to eligible Employees as per the *Alberta Employment Standards Code*, as amended.

### 15.11 **Compassionate Leave**

15.11.1 Employees shall be granted an unpaid leave of up to twenty-seven (27) weeks, to care for an ill family member, where the family member has a significant risk of death within six (6) months.

15.11.2 For the purposes of this leave only, a family member is defined by the Government of Canada's Employment Insurance Compassionate Care Benefits program.

15.11.3 During the period of compassionate leave for a permanent Employee, both the Board and Employee will continue to pay their share of the premium contributions for those health, pension, and insurance benefits the Employee chooses to participate in. Employees will coordinate benefit and payments with the payroll provider. Employees may participate in all, any combination, or none of the health, pension, and insurance benefit plans.

15.11.4 Upon return to employment the Employee shall be reinstated to the same position and rate of pay at the time that Compassionate Leave commenced. Upon return to employment, sick leave shall accrue for the period of compassionate leave.

15.11.5 The Board shall request proper evidence to substantiate any application for compassionate leave.

### 15.12 **Personal Leave**

15.12.1 Permanent Employees shall be entitled to ten (10) occurrences to a maximum entitlement of thirty-seven point five (37.5) hours prorated in accordance with their shift schedule with pay per calendar year. The Employee will provide as much notice as possible to their Supervisor and the leave will not be unreasonably denied.

### 15.13 **Domestic Violence Leave**

15.13.1 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.

**15.14 Citizenship Ceremony Leave**

15.14.1 Paid leave provided for up to a half (1/2) day for Employees to receive a citizenship certificate.

**15.15 Critical Illness of a Child**

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

**15.16 Death or disappearance of a Child**

15.16.1 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 four (104) weeks if a child died as a result of a crime.

**ARTICLE 16 - BEREAVEMENT LEAVE**

16.1 Leave with pay up to and including three (3) regularly scheduled working days, to be taken within fourteen (14) calendar days of the death or a longer period if mutually agreeable, shall be granted to all Employees in the event of a death of an immediate family member.

16.2 The term "immediate family" shall be interpreted to mean the following relatives:

current spouse	child	parent
brother	sister	grandparent
fiancé(e)	grandchild	parent of spouse
brother of spouse	sister of spouse	grandparent of spouse
son-in-law	daughter-in-law	ward

a relative who is a member of the Employee's household.

Spouse shall also include any common law relationship.

Parent, grandparent, brother, sister, child, grandchild shall also include step relationships.

16.3 In addition to the above specified days leave with pay, paid bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred (300) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral. Additional time as is reasonably necessary shall be granted as leave without pay, vacation, or lieu time as requested by the Employee. Requests for such extensions shall be made to the Supervisor.

16.4 An Employee shall be allowed one (1) working day off without pay to attend a funeral to act as a pallbearer.

16.5 The Board may request proper evidence to substantiate any application for bereavement leave.

## **ARTICLE 17 - GENERAL HOLIDAYS**

17.1 The following shall be considered general holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	August Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Sunday	Truth and Reconciliation Day	
Victoria Day	Thanksgiving Day	

All general holidays proclaimed by the City of Medicine Hat, and/or the Government of Alberta and/or the Government of Canada, shall also be recognized as legal holidays. Where the proclaimed holiday replaces any of the above-named holidays, the newly proclaimed holiday shall be recognized in place of the general holiday named above.

17.2 In recognition of the previously received half day general holidays on Christmas Eve and New Year's Eve, permanent Employees shall receive an End of Year Day. This shall be taken as a lieu day (based on the Employee's average daily regular scheduled hours worked in the previous shift cycle) to be taken at a time mutually agreeable between the Employee and the Supervisor.

17.3 If a general holiday falls on a permanent Employee's regular day of work and the Employee is not required to work on that day, the Employee shall be paid for their regularly scheduled hours for that day.

17.4 If a general holiday falls on a permanent Employee's regular day off, the Employee shall be entitled to lieu time (based on their average daily regular scheduled hours worked in the previous shift cycle) with no deduction in wages or salary. The lieu time shall be taken at a time mutually agreed upon by the Employee and the Supervisor.

17.5 Casual Employees will be paid Holiday pay as per *Alberta Employment Standards*, as amended.

17.6 If the Board deems it necessary for Employees to work on a general holiday, casual Employees who are required to work on the holiday shall be paid their basic rate of pay for all hours worked in addition to their general holiday pay.

17.7 A permanent Employee who is required to work on a general holiday shall be paid double time (2x) for all hours worked in addition to the normal pay for the day.

## **ARTICLE 18 - SICK LEAVE**

- 18.1 Sick leave is an insurance provided by the Board. The Union encourages all members to be aware of the value of paid sick leave to ensure its continuation for the benefit of all members.
- 18.2 The Board recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 18.3 Sick leave taken shall be deducted from the Employee's total accumulated sick leave on an hourly basis.
- 18.4 All permanent full-time Employees shall be entitled to an allowance for sickness to the extent of twenty-two (22) working days per year or .0846 hours for every regular hour paid. The unused portion will be accumulative to a maximum of two hundred and fifty (250) days.
- 18.5 Permanent part-time Employees and casual Employees who are not benefit eligible are not entitled to sick time.
- 18.6 An Employee who requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, must receive prior approval from the supervisor. Every effort must be made to schedule these appointments on non-work hours. All time away for attendance at such appointments shall be charged against the Employee's sick leave bank. Employees may be required to submit satisfactory proof of appointments.
- 18.7 Employees are not eligible to access their sick leave bank when working relief hours.
- 18.8 Where a permanent Employee is working in a relief assignment with hours equal to or greater than the Employee's permanent regularly scheduled hours, the Employee receives sick leave pay only for their permanent regularly scheduled hours that fall within the relief assignment and at the classified rate of pay for the Employee's permanent regularly scheduled hours.
- 18.8.1 Where an Employee misses relief assignment shifts due to illness resulting in the Employee's paid hours being less than the hours the Employee would have worked in their permanent regular schedule the Employee will receive sick pay to equal what they would have been paid had the Employee worked their permanent regular schedule.

- 18.9 Where a permanent Employee chooses to work a relief assignment with hours less than the Employee's permanent regular schedule, the Employee receives sick leave pay only for their permanent regularly scheduled hours that fall within the relief assignment and at the classified rate of pay for the Employee's permanent regularly scheduled hours.
- 18.10 In the event that a permanent part-time or full-time Employee does not have sufficient accumulated sick leave to cover all or part of their absence from work, they shall receive seventy percent (70%) of their classified rate of pay from the short-term disability plan from the 31st day of the illness or injury or the day that sick leave is exhausted – whichever day is latest. Payment from the short-term disability plan shall continue to the three hundred sixty-fifth (365th) day of illness or injury. The Employee shall not accrue sick leave while receiving short-term disability benefits. All other benefit entitlements shall continue to be in effect.
- 18.10.1 If an Employee in receipt of sick leave and/or short-term disability returns to regular duties and a recurrence of the same illness and/or injury occurs within sixty (60) calendar days, the Employee shall again be paid from the sick leave plan or the short-term disability plan and continue the long term disability elimination period.
- 18.10.2 Where a general holiday falls on the Employee's regular day off, the Employee shall be paid out the lieu time (based on their average daily regular scheduled hours in the previous shift cycle).
- 18.11 An Employee may be requested to produce written confirmation from a qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that the Employee is unable to attend work due to illness. Any cost levied for said written confirmation will be reimbursed by the Employer.
- 18.12 Where the Board has reason to doubt the justification for the cause of absence, the Employee shall submit to the Librarian on request, within three (3) calendar days of being required to do so, a written statement stating the necessity of absence satisfactory to both parties of this Agreement. Failing this, employment may be terminated.
- 18.13 An Employee who becomes sick while on annual vacation shall be allowed to use sick days from accumulated sick leave subject to providing satisfactory proof of illness or injury to the Board. The Employee will be entitled to holidays at a later date.
- 18.14 An Employee who has exhausted their sick leave, may choose to use banked vacation or may request to have an unpaid sick day.

## **18.15 Sickness Leave – Without Pay**

- 18.15.1 An Employee shall be granted leave of absence in the event of sickness extending beyond their total credit of accumulated sick days and vacation entitlement; such leave shall be without pay. Sickness allowance and vacation shall be suspended during the period of leave. For the first six (6) months of such leave of absence the Board will pay the full amount of premiums required to ensure continuation of coverage for all group health and insurance benefits which the Employee carried at the time of commencement of leave of absence, subject to the terms of individual group policies. If the Employee is still unable to return to work after a six (6) month period from the commencement of the leave of absence, responsibility for any premiums that may be required shall rest with the Employee.
- 18.15.2 The conditions stated in the foregoing paragraph will prevail only while the Employee is under the continuing care of a qualified physician and the Board has been provided with a medical certificate by the doctor indicating the Employee's inability to work for medical reasons.

## **18.16 Modified Work Program**

It is to the benefit of all who are employed by the Board to support modified work programs for Employees who are sick, injured, or disabled. Therefore, and as further outlined in Board Policy, the parties agree as follows:

- 18.16.1 The Board will endeavour to provide alternate or modified work for Employees who are sick, injured, or disabled.
- 18.16.2 There shall be no reduction in regular earnings of any other Employees as a result of any modified or alternate work program and no permanent Employee shall be subject to layoff as a result of this work program.
- 18.16.3 This program is only applicable to members of CUPE Local 46 Library Bargaining Unit.

## **ARTICLE 19 – LONG TERM DISABILITY INSURANCE**

- 19.1 For the first six (6) months of long term disability, the Board will pay the full amount of premiums required to ensure continuation of coverage for all group health and insurance benefits which the Employee carried at the time of commencement of long term disability, subject to the terms of individual group policies. If the Employee is still unable to return to work after a six (6) month period from the commencement of long term disability coverage, the Employee is responsible for paying both the Employee and Employer portions of the premiums for any benefits that the Employee wishes to continue.
- 19.2 Sick leave, lieu time and vacation accrual shall be suspended while an Employee is on long term disability.

## **ARTICLE 20 - ANNUAL VACATIONS**

- 20.1 All permanent Employees shall receive annual vacations with pay as follows:
- 20.1.1 From commencement of continuous employment to their fourth (4) anniversary date, Employees shall accumulate vacation at the rate of three (3) weeks per year or .0577 hours of entitlement for each regular hour paid.
  - 20.1.2 From their fourth (4th) to their thirteenth (13th) anniversary date, Employees shall accumulate vacation at the rate of four (4) weeks per year or .0769 hours of entitlement for each regular hour paid.
  - 20.1.3 From their thirteenth (13th) to their twenty-second (22nd) anniversary date, Employees shall accumulate vacation at the rate of five (5) weeks per year or .0962 hours of entitlement for each regular hour paid.
  - 20.1.4 From their twenty-second (22nd) anniversary date onward, Employees shall accumulate vacation at the rate of six (6) weeks per year or .115 hours of entitlement for each regular hour paid.
- 20.2 Annual vacations may be taken at any time during the year where arranged and mutually agreeable between the Employee and the Supervisor and will not be unreasonably denied.
- a) Vacation approval will be based on operational requirements.
  - b) Deadline for October through February. Seniority will be the determining factor in holiday request approvals up to the 1st of June. Request for holidays may be placed after the date and will be filled on a first come, first serve basis.



- c) Deadline for March through September. Seniority will be the determining factor in holiday request approval up to the 1st of December. Requests for holidays may be placed after that date, and will be filled on a first come, first served basis.
- d) All first selection annual vacation requests will be communicated within ten (10) working days of the deadline or submission whichever applies.
  - i) All subsequent requests submitted by the deadline will be communicated by June 30 or December 30.
  - ii) All subsequent requests submitted after the deadline will be communicated within twenty (20) days, when possible.
- e) Any vacation requests where approval of the leave is required within a fourteen (14) day period, when possible, will be approved within forty-eight (48) hours.
- f) Employees shall be granted vacation in order of seniority for both sign up periods. Employees are permitted to use their vacation entitlement in up to three (3) week blocks, second or subsequent selections will not be considered until all Employees on the list have had their first selection. This also applies on subsequent selections. Initial vacation requests will not be approved to include both Christmas and New Year's.

20.3 All casual Employees hired after January 1, 1997, shall receive vacation pay, on a bi-weekly basis, as follows:

- 20.3.1 From commencement of continuous employment to their second (2nd) anniversary date, Employees shall be paid vacation pay calculated at the rate of four percent (4%) of their basic rate of pay.
- 20.3.2 From their second (2nd) anniversary date to their thirteenth (13th) anniversary date, Employees shall be paid vacation pay calculated at the rate of six percent (6%) of their basic rate of pay.
- 20.3.3 From their thirteenth (13th) anniversary date to their twenty-second (22nd) anniversary date, Employees shall be paid vacation pay calculated at the rate of eight percent (8%) of their basic rate of pay.
- 20.3.4 From their twenty second (22nd) anniversary date onward, Employees shall be paid vacation pay calculated at the rate of ten percent (10%) of their basic rate of pay.

20.4 Permanent full-time and permanent part-time Employees who accrue vacation time shall receive their basic rate of pay during vacation periods.

20.5 General holidays shall not be included in the vacation period.

20.6 As of December 31st of each year an Employee shall have no more than their annual entitlement accrued in their vacation bank. Under exceptional circumstances an Employee may apply, in writing by December 1st to the Supervisor, in order to carry accrued vacation in excess of their annual vacation entitlement into the next year.

### **ARTICLE 21 – CONTINUOUS SERVICE PAY**

Continuous service pay shall be paid to all permanent Employees annually as follows:

After five (5) years of continuous service	\$ 50.00
After ten (10) years of continuous service	\$ 65.00
After fifteen (15) years of continuous service	\$130.00
After twenty (20) years of continuous service	\$260.00
After twenty-five (25) years of continuous service	\$520.00

To be paid out in the final pay period of the year. Those Employees who resign or retire prior to the end of the year will be paid service pay prorated to the last day of employment.

### **ARTICLE 22 - COMPENSATION FOR INJURIES**

22.1 If any permanent Employee is injured under conditions for which compensation is entitled under the Worker's Compensation Act, the Employee(s) are responsible for reporting the workplace injury to a Supervisor within a twenty-four (24) hour period. The Employee(s) shall receive the basic rate of pay for the position worked prior to the injury for twenty-eight (28) calendar days following the injury provided that the Employee assigns to the Board, causes to be paid, and the Board receives payments in lieu of wages received by the Employee from the Worker's Compensation Board (WCB). If the Employee continues on compensation for more than twenty-eight (28) calendar days, then the Employee receives ninety percent (90%) of regular earnings for the balance of compensation on that claim.

22.2 The benefit under this section shall not be paid to the Employee after the expiration of three (3) years from the date of such injury. After three years, the Employee is paid directly by WCB.

22.3 During any period an injured permanent Employee is receiving payments from the Board, both the Board and Employee shall continue payments and necessary deductions under this Agreement.

22.4 If any casual Employee is injured under conditions for which compensation is entitled under the Worker's Compensation Act, such Employee shall receive the benefits directly from the Worker's Compensation Board. Such Employee will not receive any pay from the Board for this period.

- 22.5 When the Board has reason to believe that a permanent Employee may not be eligible for Workers' Compensation benefits, the Board will notify the Union and the Employee of such reasons and supply the Employee with a copy of the Employer's notice of accident form. In such cases the Employee may utilize sick leave to insure continuation of income. If the Workers' Compensation Claim is accepted, sick leave utilized will be reinstated. If it is deemed necessary, the Board may recommend that the Employee make an application for long term disability benefits at any time after the claim has been filed with Workers' Compensation.
- 22.6 Should the Worker's Compensation Benefit extend over twenty-eight (28) calendar days, the Employee will cease accruing vacation time, lieu time and sick time.

### **ARTICLE 23 - GROUP HEALTH, INSURANCE, AND PENSION COVERAGE**

23.1 The Board agrees to maintain group health, insurance and pension plans as listed below, subject to the various conditions and cost sharing as indicated.

23.1.1 Extended Health Care

All permanent and probationary Employees whose regular shift schedule is a minimum of twenty (20) hours weekly shall be eligible to participate with the Board to pay one hundred percent (100%) of the required premium.

23.1.2 Life Insurance

All permanent and probationary Employees whose regular shift schedule is a minimum of twenty (20) hours weekly, shall be eligible to participate. The Board shall pay one hundred percent (100%) of the required premium.

23.1.3 Long Term Disability Insurance

All permanent and probationary Employees whose regular shift schedule is a minimum of twenty (20) hours weekly shall be eligible to participate in the Long Term Disability Group Plan. The premium is to be paid one hundred percent (100%) by the Employee.

23.1.4 Dental Plan

All permanent and probationary Employees whose regular shift schedule is a minimum of twenty (20) hours weekly shall be eligible to participate in the plan as negotiated by the City of Medicine Hat. The Board shall pay one hundred percent (100%) of the required premium.

23.1.5 Local Authorities Pension Plan

All permanent and probationary Employees whose regular shift schedule is a minimum of forty (40) hours bi-weekly shall be enrolled into the Local Authority Pension Plan. The Board and the Employees shall be bound at all times to the Local Authorities Pension Plan Act and Regulations.

23.2 Permanent part-time and casual Employees working a relief assignment of a minimum of six (6) months where the regular shift schedule of the relief assignment is a minimum of forty (40) hours bi-weekly are also eligible for 23.1.1.

23.3 Participation in the various group plans described above shall be a condition of continued employment for all Employees eligible. No Employee who has entered such group plans may withdraw from the plans without first tendering their resignation from the Board's service. Where an Employee has similar coverage elsewhere, compulsory enrolment is not applicable.

23.4 Subject to approval by the Board and by Employees represented by CUPE Local 46 Library Bargaining Unit, any amendments to the Group Health and Insurance Plan for the City of Medicine Hat Employees represented by the CUPE Local 46 Agreement affecting Inside and Outside Workers, will also be implemented for the Employees of the Library represented in this bargaining unit.

**ARTICLE 24 - PAY DAYS**

24.1 In accordance with the payroll provider, Employees shall be paid biweekly for the period covering the fourteen (14) day period from Thursday to Wednesday inclusive, with the pay day falling on the Thursday of the following week. If such pay day is a general holiday, Employees shall be paid, if possible, on the last working day prior to such general holiday.

24.2 Employees shall have all wages or salaries payable to them deposited into the financial institution(s) of their choice and the Employees shall not be required to pay any costs or charges for this service.

**ARTICLE 25 - PAY QUERIES**

25.1 In the event that the Board or any Employee finds an error in pay in respect to hours worked, rate of pay, overtime, holiday pay, etc., the Board or the Employee finding the error shall report the error to the other party within thirty (30) calendar days from the date that the error was discovered.

25.2 Where an error has caused an Employee to be over or under compensated, a retroactive adjustment shall be made for no more than thirty (30) calendar days from the date that the error was detected.

25.3 An Employee whose timesheet has been amended by the Supervisor will be notified of the change.

## **ARTICLE 26 - UNION DUES AND SECURITY**

- 26.1 Any Employee who is a member of the Union shall maintain such membership during the course of employment with the Board.
- 26.2 The Board shall deduct from every Employee, any dues levied in accordance with the Union Constitution and/or By-laws and owed by the Employee to the Union.
- 26.3 All Employees shall pay the Union dues whether or not they are members of the Union, and dues shall be deducted from the pay cheque of each Employee upon commencement of employment with the Board. Dues are to be deducted bi-weekly from there on.
- 26.4 The Secretary-Treasurer of the Union shall notify the City of Medicine Hat Payroll Department and the Board as to the amount of such regular Union dues.
- 26.5 Deductions shall be made from each pay cheque and shall be forwarded to the Secretary-Treasurer of the Union in the month following, accompanied by a list of the names of all Employees from whose wages the deductions have been made. Addresses and phone numbers of Employees will be made available upon request to the Secretary-Treasurer of the Union for the purposes of communicating with the Employees.
- 26.6 Upon commencing employment for new Employees, the Librarian shall:
- 26.6.1 Advise that a collective agreement is in effect;
  - 26.6.2 Provide a copy of the current collective agreement;
  - 26.6.3 Provide the name of the Shop Steward(s) in the Library;
  - 26.6.4 Identify this Article dealing with union dues and security;
  - 26.6.5 Allow a Union Steward thirty (30) minutes to acquaint new Employees with the Collective Agreement.

## **ARTICLE 27 - EXPENSES OUTSIDE CITY LIMITS**

- 27.1 If an Employee is called upon to work outside the City limits on Library business, the Employee shall be allowed reasonable expenses incurred while engaged in such work. Reimbursement of expenses shall be as set out in Board Policy. The Union will be notified of any changes in the policy.

27.2 An Employee shall not suffer any loss in pay for out-of-town travel for business purposes.

### **ARTICLE 28 – EMPLOYEES’ VEHICLES**

Any Employee who is required to use their own vehicle on Library business shall be paid for the use of such vehicle in accordance with Board Policy.

### **ARTICLE 29 - UNION REPRESENTATIVES AND UNION BUSINESS**

29.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. The Union shall provide the Board in writing with the names of the Union's officials who have functions under this Agreement and stating their functions.

29.2 The Union shall have the right at any time to have the assistance of their National Representative when dealing or negotiating with the Board.

29.3 Representatives of the Union, appointed under 29.1, shall be granted permission without loss of pay to leave their employment in order to carry on negotiations and grievances with the Board. Negotiations, in this case, shall also include negotiating on the Group Health and Insurance Plan for the City of Medicine Hat Employees represented by the CUPE Local 46 Agreement affecting Inside and Outside Workers. Notice of such shall, when possible, be given to their Supervisor(s) at least seven (7) working days in advance.

29.4 When Board and Union meet to carry on negotiations, every effort shall be made to schedule negotiations during the regularly scheduled hours for the union representative(s) as appointed under 29.1. Where negotiations are held outside of the union representative(s)' regularly scheduled hours they shall receive lieu time at the classified rate of pay.

29.5 The Shop Steward(s) shall conduct union business with the Librarian and Supervisors at meetings scheduled as per the Terms of Reference.

### **ARTICLE 30 - DISCIPLINE, SUSPENSION AND DISMISSAL**

30.1 When an investigative meeting is to be carried out that may result in discipline, the Employee has the right to have a union representative present. The meeting will be a matter of management record.

30.2 Whenever an Employee is disciplined it shall be a matter of management record and the following shall take place:

30.2.1 The Employee shall have the right to have a union representative present when an official warning of pending discipline is given; and

- 30.2.2 The Employee shall be given written particulars of the discipline, at the time of the discipline, whether it be a warning, suspension, or discharge; and
- 30.2.3 The particulars of the discipline shall be placed into the Employee's personnel file in the Library Administrative Office, with a copy sent to the Union.
- 30.2.4 No discipline shall be administered when circumstances giving rise to such discipline should have reasonably been known to the Employer more than thirty (30) calendar days prior to administering the discipline.
- 30.3 Should it be found, upon investigating, that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority. The Employee shall be compensated for all time lost in an amount based on the Employee's average earnings during the four-week period immediately preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to the Arbitration Board.
- 30.4 No Permanent Employee shall be disciplined except for just cause. Should it be found, upon investigation, that a discipline was not for just cause, the particulars of the discipline shall be removed from the Employee's personnel file and destroyed.
- 30.5 At the Union's request, the Board shall provide such information as the Union may require relevant to the termination of any Employee covered by this Agreement.
- 30.6 If there are no further infractions, all documentation related to disciplinary action shall be removed from the Employee's personnel file after twenty-four (24) months and destroyed.

## **ARTICLE 31 – RETIREMENT AND RESIGNATION**

- 31.1 An Employee who resigns shall give the Board a minimum of fourteen (14) calendar days notice in writing.
- 31.2 If employment is terminated by an Employee without giving proper notice, such Employee shall receive vacation pay as prescribed in the Employment Standards Code.
- 31.3 An Employee wishing to rescind their resignation must do so, in writing, within two (2) calendar days, exclusive of Saturdays, Sundays and general holidays.

- 31.4 An Employee who wishes to retire shall coordinate retirement requirements and benefits with the payroll and benefits providers and communicate their intentions to the Board.
- 31.5 An Employee shall be entitled to one (1) day with pay over the course of employment to engage in retirement planning.

## **ARTICLE 32 - GRIEVANCES**

- 32.1 Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement.
- 32.2 No grievance shall be considered when circumstances giving rise to such grievance should reasonably have been known to the Employee more than thirty (30) calendar days prior to the first filing of the grievance.
- 32.3 When a dispute involving a question of general application or interpretation of this Agreement occurs, the Union shall have the right to file the grievance.
- 32.4 Longer periods of time for consideration of grievances may be given at any step in the procedure if mutually agreeable.
- 32.5 No grievance shall be considered except under the terms of the following grievance procedure including specifically the placing of the grievance in writing as outlined in 32.8.1.
- 32.6 Any of the steps under the grievance procedure may be by-passed by the mutual agreement of both parties.

### **32.7 Pre-Grievance Discussions**

- 32.7.1 Discussion with the immediate non-union supervisor and/or the Librarian shall occur in an effort to resolve the difference prior to proceeding to the grievance procedure.
- 32.7.2 In cases of alleged bullying, discrimination or harassment, as defined in Article 5, involving the Librarian, the discussion shall be held with the Human Resources and Finance Committee in accordance with Board Policy.

### **32.8 Grievance Procedure**

- 32.8.1 The Employee(s) through the Union shall submit the grievance in writing to the Librarian. All grievances between the Board and Employees shall be settled in the following order:



### Step 1

- The Librarian shall discuss the grievance(s) with the Union representative and the grievor.
- The Librarian shall render a decision in writing within seven (7) days exclusive of Saturdays, Sunday and general holidays following the meeting.

### Step 2

If a settlement of the grievance is not reached as laid out in Step 1:

- The grievance may be referred to the Human Resources and Finance Committee of the Board, in writing, within seven (7) days exclusive of Saturdays, Sundays and general holidays of the date the Librarian renders their decision.
- The Human Resources and Finance Committee of the Board shall discuss the grievance with the Union, the grievor, and the Librarian and shall render its decision in writing within seven (7) days exclusive of Saturday, Sundays and general holidays after the hearing of the said grievance.

### Step 3

If settlement of the grievance is not reached as laid out in Step 2:

- The grievance may be referred to a single arbitrator by either party within thirty-five (35) calendar days of the date the Human Resources and Finance Committee of the Board renders its decision.
- The arbitration shall be established as follows:
- The Board and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator

Or

- The parties may mutually agree to a three (3) member arbitration board with each party appointing one (1) member to represent them and mutual agreement on a chairperson (or as appointed by the Director of Mediation Services).
- The arbitrator or arbitration board's decision shall be final and binding on both parties and shall be handed down as expediently as possible.
- The expenses, if any, of the arbitrator or arbitration board shall be borne by the parties to the dispute in equal shares.

- 32.8.2 If the Board fails to comply with the time limits as set out in the procedure, the grievance shall automatically go to the next step unless there is mutual consent, in writing, to extend the time limits. If the grievor/Union does not file the grievance within the time limitations at the various steps, the grievance shall be null and void, unless there is mutual consent, in writing, to extend the time limits.

### **ARTICLE 33 - MEETINGS, TRAINING, CONFERENCES AND COURSES**

- 33.1 Where an Employee is required to attend meetings or training out of town, reasonable travel time shall be paid, or lieu time accrued. Reimbursement of expenses shall be as set out in Board Policy.
- 33.2 Where an Employee requests to attend courses or conferences, expenses may be paid at the discretion of the Board. Reimbursement of expenses shall be as set out in Board Policy. The Union will be supplied with a copy of the policy and notified of any changes in the policy.

### **ARTICLE 34 – CLASSIFICATIONS AND JOB DESCRIPTIONS**

- 34.1 The Union shall have access to all classifications and job descriptions.
- 34.2 Any new job description that falls under this Collective Agreement will go directly to the Joint Job Evaluation Committee (JJEC) for evaluation. Where the Union and/or the Librarian consider it necessary, revised job descriptions will go to the JJEC for re-evaluation. Job evaluation will be done in accordance with the Joint Job Evaluation Plan.
- 34.3 The Page job description and the Technical Services Coordinator do not fall within the Joint Job Evaluation Plan.

### **ARTICLE 35 – JOB SHARING**

- 35.1 A job share arrangement is defined as two (2) people sharing the duties and hours of a permanent position with each person working no more than sixty percent (60%) and no less than forty percent (40%) of the regularly scheduled hours of the position.
- 35.2 Job shares shall generally only be considered for permanent full-time Employees.
- 35.3 The incumbent shall request a 'job share arrangement'. The job share arrangement must be mutually agreed upon by the incumbent, the Union and the Board.
- 35.4 The terms and conditions of the job share arrangement shall be confirmed in writing and signed by the Board, the incumbent, and the Union.

- 35.5 Once a job share has been approved, the incumbent or the Board may request a trial period of no longer than ninety (90) calendar days. Should the job share arrangement prove unsatisfactory to the incumbent, the Board, or the Union, the incumbent shall remain in their permanent position and the job sharer shall return to their former hours. The trial period of the job share cannot be extended. During the trial period, the incumbent will continue to receive benefits.
- 35.6 The shift schedules for the incumbent and job sharer must be approved by the Supervisor. Any changes to the shift schedules must be discussed and approved prior to implementation.
- 35.7 Any vacancies resulting from a job share arrangement shall be posted in accordance with Article 12.
- 35.8 The partners in a job share have made an agreement to work two portions of the same position. In order to retain the concept of the position being one single position, any relief hours that become available due to illness, vacation, etc. will be offered first to the job share partner before being made available to the rest of the staff. If the job share partner is committed to other hours that would conflict with the relief hours in the job share, the relief hours will not be offered to the job share partner but will be made available directly to other library staff in accordance with Article 13.
- 35.9 Should the job sharer leave the job share, the incumbent is expected to work the entire position until a job sharer is found. The job share will be posted in accordance with Article 12 as soon as possible. Should the incumbent resign, the entire position will be posted in accordance with Article 12.

## **ARTICLE 36 LABOUR MANAGEMENT COMMITTEE**

The function of the LMC is to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and the Union.

The LMC will establish the Terms of Reference (TOR) for the Committee.

## **ARTICLE 37 – SALARIES AND WAGES**

37.1 All Employees shall be classified and shall not receive a lower rate of pay than their classification calls for. An Employee may have multiple classifications.

### **37.2 Pay Schedule**

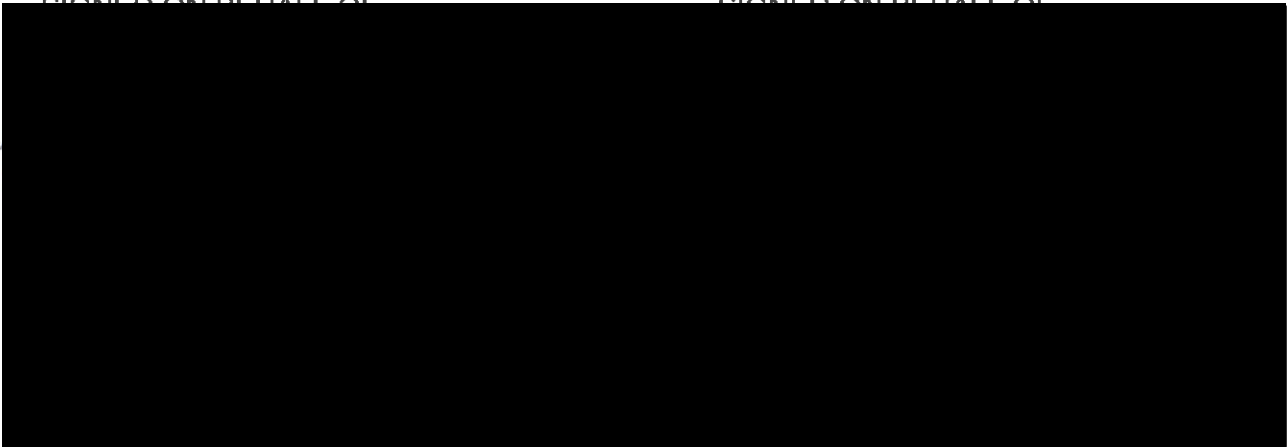
<b>Jan 2024 \$1.55/hr</b>		<b>Jan 2025 2.25%</b>		<b>Jan 2026 2%</b>	
<b>Page</b>	\$17.08	<b>Page</b>	\$17.46	<b>Page</b>	\$17.81
<b>LA 1</b>	\$23.44	<b>LA 1</b>	\$23.97	<b>LA 1</b>	\$24.45
<b>LA 2</b>	\$24.17	<b>LA 2</b>	\$24.71	<b>LA 2</b>	\$25.21
<b>LA 3</b>	\$24.92	<b>LA 3</b>	\$25.48	<b>LA 3</b>	\$25.99
<b>LA 4</b>	\$25.64	<b>LA 4</b>	\$26.22	<b>LA 4</b>	\$26.74
<b>LA 5</b>	\$26.37	<b>LA 5</b>	\$26.96	<b>LA 5</b>	\$27.50
<b>LA 6</b>	\$27.08	<b>LA 6</b>	\$27.69	<b>LA 6</b>	\$28.24
<b>LA 7</b>	\$27.81	<b>LA 7</b>	\$28.44	<b>LA 7</b>	\$29.00
<b>LA 8</b>	\$28.55	<b>LA 8</b>	\$29.19	<b>LA 8</b>	\$29.78
<b>LA 9</b>	\$29.26	<b>LA 9</b>	\$29.92	<b>LA 9</b>	\$30.52
<b>LA 10</b>	\$30.00	<b>LA 10</b>	\$30.68	<b>LA 10</b>	\$31.29
<b>LA 11</b>	\$30.72	<b>LA 11</b>	\$31.41	<b>LA 11</b>	\$32.04
<b>LA 12</b>	\$31.47	<b>LA 12</b>	\$32.18	<b>LA 12</b>	\$32.82
<b>LA 13</b>	\$32.15	<b>LA 13</b>	\$32.87	<b>LA 13</b>	\$33.53
<b>LA 14</b>	\$32.90	<b>LA 14</b>	\$33.64	<b>LA 14</b>	\$34.31
<b>Technical Service Coordinator</b>	\$35.92	<b>Technical Service Coordinator</b>	\$36.73	<b>Technical Service Coordinator</b>	\$37.46
<b>Social Worker</b>	\$30.72	<b>Social Worker</b>	\$31.41	<b>Social Worker</b>	\$32.04

37.3 The start rate, as defined in Article 3.19.3, is applicable during an Employee's probation period of as defined in Article 3.17 and the job rate is applicable thereafter. When an Employee is promoted to a higher classification, the start rate is applicable during an Employee's trial period as per Article 12.5 and the job rate is applicable thereafter.

DATED THIS 8 DAY OF November, 2023.

SIGNED ON BEHALF OF

SIGNED ON BEHALF OF



**LETTER OF UNDERSTANDING # 1**

**BETWEEN**

**CITY OF MEDICINE HAT LIBRARY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 46**

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**Political Leave**

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The parties agree to refer to Board Policy # HR.16 on political leave for the duration of the contract.

**LETTER OF UNDERSTANDING # 2**

**BETWEEN**

**CITY OF MEDICINE HAT LIBRARY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 46**

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**Sick Leave**

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The Parties agree the current Bargaining Committees will meet for collaborative dialogue regarding the efficient use of benefits with an aim to amend the collective agreement should improvements be identified.

**LETTER OF UNDERSTANDING # 3**

**BETWEEN**

**CITY OF MEDICINE HAT LIBRARY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 46**

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**Business Insurance**

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The Parties agree the current Bargaining Committees will meet for collaborative dialogue regarding Board Policy on Travel Expenses to ensure that all Employees have sufficient insurance coverage in fulfilling their employment responsibilities with an aim to amend policy should improvements be identified.