

COLLECTIVE AGREEMENT

BETWEEN



Town of Redcliff Library Board

and



Local 46

January 1, 2023 – December 31, 2026



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ARTICLE 1 – PREAMBLE

With the view of providing quality library service to the citizens of Redcliff, 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, security and well-being of all Employees in the bargaining unit represented by the Union.

ARTICLE 2 – DEFINITIONS

- a) Anniversary Date – means the date established by the commencement of employment with The Town of Redcliff Public Library.
- b) Calendar day – includes Saturday, Sunday, or paid holidays.
- c) Employee is any person employed by the Employer in one of the positions listed in Schedule A.
- d) Employer – is The Town of Redcliff Library Board.
- e) Month – means a calendar month.
- f) Probationary Employee – means an Employee who has not completed the requirements of the probationary period pursuant to Article 21.
- g) Sick leave – means the period of time an Employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave includes injury and/or any other physical incapacity.
- h) Union – means the Canadian Union of Public Employees, (CUPE) Local 46.
- i) Working day – does not include Saturday, Sunday, or paid holidays.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 46 as the sole and exclusive bargaining agent for all Employees as per the Alberta Labour Relations Board Certificate No. C2060-2022 employed at The Redcliff Public Library.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) that are not in the bargaining unit will not perform the duties of Employees who are within the bargaining unit except for the purposes of instruction, training, emergency situations, or to perform work on a temporary basis when Employees are not available. Such will not take work away from existing Employees.

3.03 No Contracting Out

The Employer will not contract out bargaining unit work; only Employees hired according to the process specified in Article 19 – Posting of Positions may perform bargaining unit work.

3.04 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.05 Crossing of Picket Lines During a Strike

An Employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out Employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify the Employer immediately.

3.06 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

b) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of twenty (20) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

c) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

3.07 Employee Contact Information

The Employer will provide to the Union a completed New Employees Contact Form for all new Employees in the bargaining unit.

3.08 Access to Work Site

a) Union Meetings

With thirty (30) calendar days notice and subject to room availability, the Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

b) Work Site Access

The Representatives designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.09 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.10 Bulletin Boards

The Employer will provide a Union bulletin board in the work site. This board will be located in an area that is highly visible to Employees. The bulletin board will be used solely for postings by the Union.

3.11 Copies of the Agreement

The Employer shall arrange to provide electronic copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

3.12 Volunteers

The Employer and the Union support the use of volunteers to enhance and enrich library services and to provide members of the community with the opportunity to become involved in the library, subject to the following:

- a) The use of volunteers shall not include replacing an absent Bargaining Unit Employee or result in the reassignment, layoff, or reduction in the normal hours of work or pay of a Bargaining Unit Employee; and,
- b) Discussions will take place between the Employer and the Union prior to implementation of a change to the Employer's Volunteer Policy.

3.13 Student/Work Experience Employees

Student/Work Experience Employees are not included in the Bargaining Unit and this Agreement does not apply to Student/Work Experience Employees. The employment of a Student/Work Experience Employee shall not result in the layoff or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student/Work Experience Employee is employed by the Employer to perform that work.

3.14 Grant Employees

Grant Employees, whether a Federal or Provincial grant, are not included in the Bargaining Unit and this Agreement does not apply to Grant Employees whose employment is four (4) months duration or less. The employment of a Grant Employee shall not result in the layoff or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Grant Employee is employed by the Employer to perform that work.

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, maternity, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

4.02 Definitions

- a) The Board and the Union will not tolerate any Employee being subjected to bullying, discrimination, harassment, or abuse as defined in Board Policy.
- b) 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.
- c) Bullying: intentional or repetitive acts or verbal comments that could hurt or isolate a person in the workplace.
- d) Discrimination: unfavourable treatment based on racial, sexual, political, age, national, religious, or gender prejudice.
- e) Harassment: repeated offensive comments and/or actions which demean and belittle an individual and/or cause personal humiliation. This definition includes sexual harassment.

4.03 Personal Harassment

Harassment means engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

4.04 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
 - 1) Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - 2) An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - 3) An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on

gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

- c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- g) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and agrees that it is the right of the Employer and not the Union to exercise management rights. Such management rights include the rights of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, transfer, classify, promote, or demote any Employees subject to the terms of this Collective Agreement.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 – UNION DUES

7.01 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

- 1) Any notice of adjustments must be submitted thirty (30) calendar days prior to the implementation date.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- 1) A completed Union dues remittance form, supplied by the Union, and

- 2) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) T-4 slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will benefit from the full support of both parties in the interests of improved service to the public, and job security for the Employees.

b) Function of Committee

The Committee will concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- 2) Improving and extending services to the public.
- 3) Promoting safe and sanitary practices.
- 4) Reviewing suggestions from Employees, and questions of working conditions and service.
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Any other matters mutually agreeable to the parties.

c) Meetings of Committee

The Committee will meet at least semi-annually at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least ten (10) calendar days in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

d) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

e) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer will each receive signed copies of the minutes following the meeting.

f) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages semi-monthly in accordance with Schedule A attached hereto and forming part of this Agreement by electronic funds transfer (EFT). On each pay, Employee's will be provided with an itemized statement of their salary/wages, overtime, vacation accrual, vacation pay, sick leave accrual and other supplementary pay and deductions.

9.02 Payroll Error

A payroll error resulting in an underpayment, or an overpayment will be rectified by the Employer on the next payday following notification.

9.03 Lower Classification

When an Employee is required to assume the duties of a position with a lower rate of pay, the Employee shall continue to receive their regular rate of pay.

9.04 Higher Classification

Any Employee who is transferred to another job carrying a higher rate of pay shall receive that rate of pay for all hours worked in that classification.

ARTICLE 10 – HOURS OF WORK

10.01 Notice of Schedule

The hours of work of each Employee shall be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the Employee involved.

10.02 Consecutive Days and Weekends Off

Each Employee will be given their two (2) days off consecutively wherever practicable. Days off will be planned in such a way as to equally distribute free weekends. An Employee will receive one (1) weekend off in every two-week period. An Employee will not be required to work more than two (2) weekends in a row unless mutually agreed.

10.03 Additional Hours

If extra hours are required or additional hours are added to the current Library operations, they will be offered as equally as possible, by seniority, to all qualified current Employees. If current Employees do not accept such hours, the additional hours will be made available to new Employees.

10.04 Scheduled Rest Periods

All Employees shall be permitted scheduled rest periods as follows:

- a) Any shift scheduled for up to four (4) hours shall not receive a paid rest period.
- b) Any shift scheduled for four (4) hours or greater, but less than five (5) hours shall receive one (1) fifteen (15) minute scheduled paid rest period.
- c) Any shift five (5) hours or greater but less than eight (8) hours shall receive one (1) thirty (30) minute scheduled paid rest period.

10.05 Reporting Pay

An Employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of 3 regular hours pay.

10.06 Shift Trades

Upon approval of the Employer, which will not be unreasonably denied, Employees may trade shifts amongst themselves provided 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.

ARTICLE 11 – OVERTIME AND CALL BACK

11.01 Overtime Pay

Overtime opportunities shall be divided equally among the Employees who are willing and qualified to perform the work that is available. Overtime work will be paid for at the rate of one and one half (1 ½) times unless another rate is specifically stated.

11.02 Call Back Pay

Call-back opportunities shall be divided equally among the Employees who are willing and qualified to perform the work that is available. An Employee who is called back, having completed their regular shift, other than for scheduled overtime work, will be paid either a minimum of three (3) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

ARTICLE 12 – EMPLOYEE WELLNESS BENEFIT

12.01 Entitlement

By March 31 and October 31 of each year, Employees shall receive a lump sum, taxable wellness benefit based on hours worked for the previous calendar year as follows:

	March	October
0 – 249 hours	\$0	\$0
250 – 499 hours	\$125.00	\$125.00
500 – 999 hours	\$250.00	\$250.00

1000+ hours \$500.00 \$500.00

Employees received two hundred (\$200.00) at the start of 2023, the remainder for 2023 shall be paid by October 31, 2023.

ARTICLE 13 – WORKPLACE SECURITY SURVEILLANCE

13.01 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be used for the purposes of ensuring Employee safety and the security of Employer assets.

ARTICLE 14 – SICK LEAVE

14.01 Amount of Sick Leave

Sick leave will be earned based on one and one half (1 ½) days for every month of service.

14.02 Proof of Illness

Following six (6) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness.

14.03 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay for any reason (except maternity and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

14.04 Accumulation and Payment of Sick Leave

Accumulation of sick leave will be a max of sixty (60) days. The unused portion of an Employee's sick leave will accrue for their future benefits.

14.05 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

14.06 Medical Care Leave

Employees are encouraged to arrange appointments outside of working hours. However, when that is not possible, Employees may be allowed to use accumulated sick leave in half (1/2) day or full day increments in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 15 – VACATION

15.01 Length of Vacation

Every Employee will be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

- a) An Employee with less than one (1) years' service in any calendar year will be allowed paid vacation at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days or 4% of gross earnings.
- b) An Employee will be allowed three (3) weeks paid vacation (or 4% of gross earnings) in the calendar year when their first (1st) anniversary falls and each year until their fourth (4th) anniversary.
- c) An Employee will be allowed four (4) weeks paid vacation (or 6% of gross earnings) in the calendar year in which their fifth (5th) anniversary falls and each year until their ninth (9th) anniversary.
- d) An Employee will be allowed five (5) weeks paid vacation (or 6% of gross earnings) in the calendar year from their tenth (10) anniversary on.

15.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week. Employees may request to carry over more than one (1) week for special circumstances.

15.03 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

Vacation dates will be requested by April 1 for the period of June 1 to November 30, and by October 1 for the period of December 1 to May 31.

15.04 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 16 – LEAVES

16.01 Family Leave

Leave with pay will be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

16.02 Compassionate Leave

Employees will be granted a leave without pay of twenty-seven (27) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate seniority under the Collective Agreement. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all seniority.

16.03 Adoption, Maternity and Parental Leave

Adoption, maternity, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, maternity, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees returning from adoption, maternity and parental leave will return to their former position.

Employees on adoption, maternity and parental leave will continue to accrue seniority and service for service-related entitlements.

16.04 Critical Illness in the Family and Bereavement Leave

An Employee shall be granted up to five (5) regularly scheduled workdays without loss of salary or wages in the case of

- a) Death of a parent, or guardian, wife, or husband including common-law, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, a relative who resides in the Employees residence.
 - 1) If required, such leave shall also include reasonable traveling time, for a maximum paid leave of seven (7) days.
- b) Life-threatening illness or injury, of a parent, or guardian, wife, or husband including common-law, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, a relative who resides in the Employees residence, when the ill/injured person is in the province of Alberta.
 - 1) If required, such leave shall also include reasonable traveling time, for a maximum paid leave of seven (7) days.

16.05 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at Redcliff Public Library, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that the Employee will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.06 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employee must give at least one (1) month's notice. The Employer will make every effort to comply with an Employee's request for such leave. The

response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits and seniority will not accumulate during sick leave.

16.07 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

16.08 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with regular pay and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1st)	Christmas Day
August Civic Holiday	Boxing Day

Employees whose religious observances are not accommodated in the statutory public holiday list may choose to exchange their religious observance for one (1) of the listed holidays.

All other general holidays proclaimed by the Government of Alberta or the Government of Canada, shall also be recognized as general holidays except when replacing any of the above-named holidays, in which case the lieu day only shall be recognized.

17.02 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an Employee's vacation period the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time. If a paid holiday falls or is observed during an Employee's authorized leave period, that day shall count as a paid holiday and not as a day of leave.

ARTICLE 18 – CERTIFICATIONS AND ALLOWANCES

18.01 Certification

Where an Employee is required to maintain a first aid and CPR certification the Employer will pay for the fees associated with that certification.

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within seven (7) calendar days of the vacancy or new position, the Employer will post a notice on the Employer's main bulletin board with a copy to the Union. The position will be posted for a period of seven (7) so that interested Employees can apply.

a) Following the expiration of the seven (7) calendar days internal posting the Employer may post the position externally.

19.02 Temporary Vacancies

Temporary vacancies anticipated to be less than thirty (30) calendar days duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

A vacancy that occurs for more than thirty (30) calendar days will be posted stating that the position is limited and will indicate the estimated duration of the limited job. In any event, the limited job will not exceed twenty-four (24) months. Upon termination of a limited job, the Employee filling the vacancy will be returned to the classification and job location in which they last worked.

The successful applicant for a temporary vacancy will fill the vacancy within fourteen (14) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

19.03 Appointments

In making staff changes, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made within three (3) weeks of posting.

19.04 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments will also be posted. The Union will be supplied a copy of each posting.

19.05 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Board and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an

agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

19.06 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. All job descriptions shall be approved by the Board, then presented to the Union at any time when a current job description is changed or when a new classification is created.

ARTICLE 20 – SENIORITY

20.01 Seniority Defined

Seniority is defined as the accumulated hours worked for the Employer in the bargaining unit. Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job. Seniority will operate on a bargaining-unit-wide basis.

20.02 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

For the purpose of this Article, time away from work that is protected by the Employment Standards Act or the Human Rights Code will be deemed to be hours paid.

Seniority, as set out on the posted seniority list, will be used for all purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

20.03 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

20.04 Loss of Seniority

An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee will only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within twenty-four (24) hours.
- c) They are laid off in excess of twenty-four (24) months.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Probationary Employees

Newly hired Employees will be considered on a probationary basis for a period of three (3) calendar months. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

21.02 Discharge of Probationary Employee

The discharge of a probationary Employee shall be subject to the grievance arbitration procedure and the parties agree that a lesser standard than just cause shall apply.

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

22.02 Layoff Notice

In the event of a layoff, Employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three or more years' seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within two (2) years will be credited with previous seniority.

22.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff, or be

entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified, able, and skilled to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

ARTICLE 23 – GRIEVANCE AND ARBITRATION PROCEDURES

23.01 Recognition of Union Representatives

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Representatives. The Representatives may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Representative.

23.02 Names of Representatives

The Union will notify the Employer in writing of the name of each Representative before the Employer will be required to recognize them.

23.03 Permission to Leave Work

The Employer agrees that Representatives will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union Representatives will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor with a minimum of forty eight (48) hours notice. Such permission will not be unreasonably withheld.

All reasonable time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

23.04 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

23.05 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

23.06 Settling of Grievance

STEP 1 – within fifteen (15) working days of the incident which gave rise to the complaint the Employee(s) concerned shall first seek to settle the dispute with the Employee(s) designated immediate Supervisor.

STEP 2 - failing satisfactory settlement within fifteen (15) working days after the dispute was submitted under Step 1, the Union shall within fifteen (15) working days submit to the immediate Supervisor of the Employee a written statement of the particulars of the complaint and of the redress sought. The immediate Supervisor shall render their decision in writing within fifteen (15) working days of receipt of such notice.

STEP 3 - failing settlement being reached in Step 2, the Union shall, within fifteen (15) working days of receipt of the decision of the immediate Supervisor submit a written statement of the particulars of the complaint and of the redress sought to the Town of Redcliff Library Board.

- a) The Board and the Union shall meet within fifteen (15) working days following receipt of the submission.
- b) The Board shall render their decision in writing within fifteen (15) working days of the meeting.

23.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

23.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section will result in the grievance being allowed.

23.10 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

23.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, subject to room availability, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Arbitration

Failing settlement of the grievance at Step 3, either party may refer the grievance to arbitration.

- a) Such notice must be given within fifteen (15) working days after the decision received in Step 3.
- b) The Employer and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.
- c) The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.
- d) 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 chairman (or as appointed by the Director of Mediation Services).
- e) The arbitration award shall be final and binding on both parties. In no event shall the arbitration award alter, modify or amend any of the provisions of this Collective Agreement. However, the Arbitrator, or the Arbitration Board, shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

25.02 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union representative is present.

25.03 Adverse Report

The Employer will notify an Employee in writing of any expression of dissatisfaction concerning their work performance within ten (10) working days of the event or the complaint, with copies to the Union. This notice will include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction will not become part of their record for use against them in regards to discharge, discipline, promotion, demotion, or other related matters. This Article will be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement or standing with the Employer whether or not it relates to their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction will become part of their record.

25.04 Disciplinary Action

The Employer may take disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an Employee will not be used against them at any time after twenty four (24) months following such suspension or disciplinary action, letters of reprimand or adverse report.

25.05 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

25.06 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer will, within five (5) working days thereafter, give written particulars of such censure to the Union, with a copy to the Employee involved.

25.07 Discipline Procedure

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 2 of the grievance procedure.

25.08 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee will be immediately reinstated in their former position, without loss of seniority, and will be compensated for all time lost in an amount equal to their normal earnings during the pay period next 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 a Board of Arbitration or sole Arbitrator if the matter is referred to such a Board or sole Arbitrator.

25.09 Right to have Representative Present

An Employee will have the right to have their Representative present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The Employer

will also notify the Employee of their right to have a Union Representative present at the interview. A Representative or Local Officer may have the right to consult with a CUPE Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

25.10 Political Action

No Employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates, or subordinate bodies. Such Employees will be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Alberta Occupational Health and Safety Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees. The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

26.02 Health and Safety Committee

- a) A joint management and Employees Health and Safety Committee will be established according to the Alberta Occupational Health and Safety Act, and its regulations. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the Collective Agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Agreement Term

Except where otherwise stated in this Collective Agreement, including appendices, unless altered by mutual consent of both Parties, the term of this Agreement will be in force and effect from January 1, 2023 to December 31, 2026 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate shall be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.

27.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

27.03 Bridging

This Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

LETTER OF UNDERSTANDING #1

BETWEEN

TOWN OF REDCLIFF LIBRARY BOARD
(hereinafter referred to as the "Employer")

AND

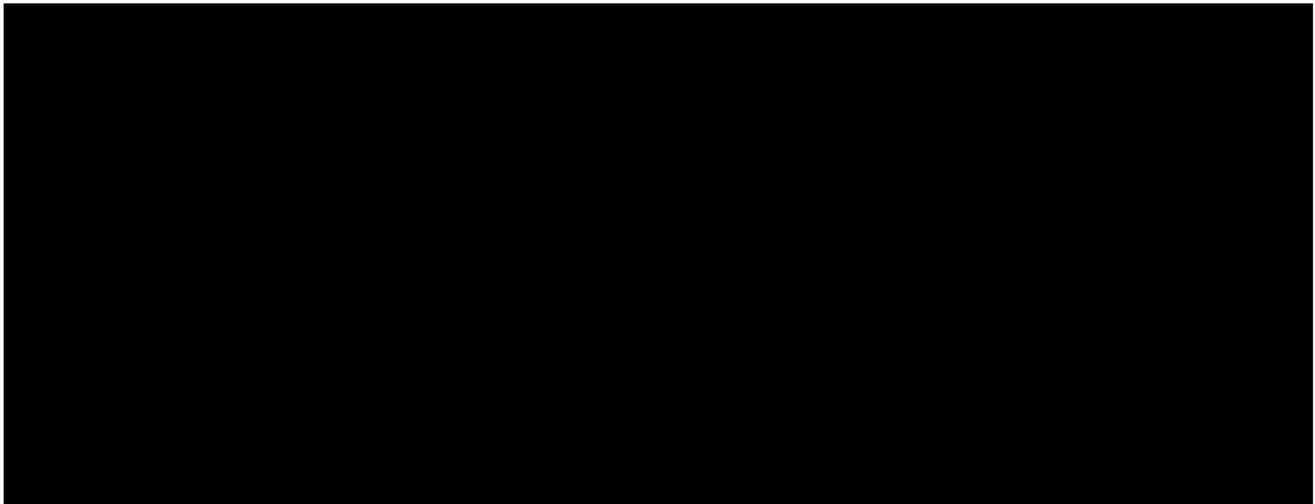
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 46
(hereinafter referred to as the "Union")

RE: Retroactivity

The parties agree that the following will be made into a new article in the next round of bargaining.

30.01 Retroactivity

An Employee whose employment has terminated prior to the date of ratification by both Parties of this Collective Agreement, shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment only upon submitting a written application to the Employer, within sixty (60) calendar days following the ratification of this Collective Agreement.



SCHEDULE A CLASSIFICATIONS AND WAGES

	Hourly wage as of January 1, 2023 2%	Effective January 1, 2024 2%	Effective January 1, 2025 1.5%	Effective January 1, 2026 1.5%
	Start Rate			
Clerk	15.45	15.76	16.00	16.24
Head Clerk	17.77	18.12	18.40	18.67

SIGNED ON BEHALF OF THE

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