

COLLECTIVE AGREEMENT

Between



CANADIAN UNION OF PUBLIC EMPLOYEES
SUB-LOCAL 1169

And

COCHRANE LIBRARY BOARD

January 1, 2010 to December 31, 2011



Canadian Office & Professional Employees
Local #491

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ARTICLE I - PREAMBLE

- 1.01 The purpose of this Agreement is to create and maintain a pleasant and efficient atmosphere in the Nan Boothby Memorial Library for its patrons and staff through a harmonious and cooperative relationship between the Employer and the Employees covered by the Union's certification.
- 1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.
- 1.03 To promote the mutual interest of the Employer and the Employees.
- 1.04 To acknowledge that all positions in the bargaining unit at the date of signing this agreement are part time positions and that this places limitations on compensation and benefits available to them.

1.05 Interpretations and Definitions

For the purpose of this Agreement:

- a) "Union" means the Canadian Union of Public Employees Local 1169.
- b) "Employer" means Cochrane Library Board.
- c) "**Head Librarian**" reporting to the Employer, the **Head Librarian** is responsible for the day-to-day operations of the library including supervision of staff and is Staff Liaison with the Board.
- d) "Employee" means any individual hired by the Board to provide library services to the community.
- e) "**Permanent Full Time Employee**" means an employee who works forty (40) hours or more per week.
- f) "**Permanent Part Time Employee**" means an employee who works less than forty (40) hours per week.
- g) "Casual Employee" means:
- i) an employee who works less than ten (10) hours per week, or
 - ii) an employee who is hired to meet short-term operating needs such as vacation, illness or other leave of absence **or to meet periodic workload peaks.**
 - iii) The employer will establish and maintain a list of casual employees.
- h) "Volunteers" can be utilized by the Employer but will not replace current employees.

- i) **“Union Steward” means an employee elected by employees and designated by the Union to represent members.**
- j) **“Union Representative” means an individual designated by the Union to represent the members (such as the Union Steward or the President or Chief Steward of the Local or the CUPE National Representative).**

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Employer maintains management and control of the Cochrane Library as designated under Section 13 of the Libraries Act of Alberta and Section 18.1, Bylaw 5/79 of the Town of Cochrane, and retains all those residual rights of management not limited by expressed terms of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees Local 1169 as the sole and exclusive collective bargaining agent for its Employees, as described in Certificate Number 103-2006 dated July 25, 2006, as determined by the Alberta Labour Relations Board, with the exclusion of the **Head Librarian**.
- 3.02 The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform the duties of employees who are within the bargaining unit except for purposes of instruction, training or when employees are not available or when necessary to service library patrons in a timely manner.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, gender or marital status, or by reason of membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP

- 5.01 Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union, shall as a condition of employment, maintain such membership for the term of this agreement.
- 5.02 Membership in the Union is voluntary, and there shall be no coercion, intimidation, or discrimination by the Employer or the Union by reason of an employee's membership or non-membership.

- 5.03 In order to acquaint new employees with the business and duties of Union membership, within the first six (6) months of employment, a Union Representative may meet for fifteen (15) minutes with each new employee. The Union shall provide the employer with a list of the designated Union Representatives.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee in the bargaining unit an amount equal to the regular monthly dues of a Union member and remit same to the Union together with a list of employees on whose behalf the deductions have been made. **Such list shall be sent electronically to the Union and indicate each Employee's name, address, home phone number and the amount deducted from each Employee.** The total amount of the monthly deductions will be remitted no later than ten (10) days after the last day of each month. The Employer will show the amount of union dues paid by each employee in the previous year on the Income Tax (T-4) Form.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between parties arising out of this Agreement or incidental thereto, shall pass to and from the **Head Librarian**/Library Board (or designate) and the designated Union Representative. Any written communication between the Union Representative and the **Head Librarian**, specifically, will be copied to the Board.

ARTICLE 8 - UNION EMPLOYER RELATIONS

- 8.01 The Employer acknowledges the right of the employees to elect two (2) employees in the bargaining unit as Union Stewards and recognizes the Union Stewards so elected as official worksite representatives of the Union.
- 8.02 Time off, without loss of regular earnings, will be allowed as follows, providing the time off does not interfere with the Library's operations, for:
- a) Union Steward attending disciplinary interviews, investigating complaints and meeting with grievors;
 - b) Employees, who are the subject of discipline and/or who have initiated a complaint or grievance, attending disciplinary interviews and meeting with the **Union Representative**.
- 8.03
- a) A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union.
 - b) The Union shall have the right at any time to the assistance of the Canadian Union of Public Employees National Representative when negotiating with the Employer.

- c) Any representatives of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held within working hours without loss of remuneration.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

- 9.02 An employee shall have the right at any step of the grievance procedure to seek the assistance of a Union **Representative or the National Representative of the Canadian Union of Public Employees.**

- 9.03 The Union shall notify the Employer, in writing, of the name(s) of the representative(s) appointed under Article 9.02(b).

- 9.04 It is recognized that it is in the interests of all parties to seek an early resolution to differences. Discussions between the parties shall take place to investigate a possible grievance, or to discuss a possible resolution, prior to the formal filing of a grievance by any party. Should satisfactory settlement not be reached the grievance shall be processed in accordance with Article 9.05.

9.05 Settling of a Grievance

A written grievance must include a statement of the following:

- a) the name(s) of the aggrieved, and
- b) the nature of the grievance in clear and concise detail, and
- c) the section(s) where this Agreement is claimed to be violated, and
- d) the remedy or correction the Employer is requested to make.

Step 1

The grievance shall be filed in writing with the **Head Librarian** within ten (10) working days of the disputed act. The **Head Librarian** will submit a decision in writing to the employee within five (5) working days.

Step 2

If the grievance is not settled at Step 1, the employee(s) must, within ten (10) working days of receiving the Step 1 decision, file the grievance in writing with the Library Board or drop the grievance. The Library Board will schedule the grievance to be heard at the next regularly scheduled meeting of the Board. The affected employee(s) will attend the Board meeting and be prepared to discuss the grievance. The Library Board shall then submit its decision to the employee(s) within five (5) working days following that meeting.

Step 3

If the grievance is not settled at Step 2, the employee(s) must, within ten (10) working days of receiving the Step 2 decision, file the grievance in writing with the Library Board or drop the grievance. The Library Board will schedule the grievance to be heard at the next regularly scheduled meeting of the Board. The affected employee(s) will attend the Board meeting and be prepared to discuss the grievance. The Library Board shall then submit its decision to the employee(s) within five (5) working days following that meeting.

9.06 Mediation

- a) Failing a satisfactory settlement being reached in Step 3, the Union may within fifteen (15) working days of receiving the written decision in Step 3, refer the dispute to mediation. "Mediation" means a mutually agreeable solution and the process of grievance mediation shall be completed before a grievance proceeds to arbitration.
- b) Termination grievances may be referred directly to arbitration unless there is mutual agreement between the parties to mediate the dispute.
- c) Within thirty (30) days of signing the collective agreement, each party will present the names of two (2) Mediators for a permanent list of four (4) Mediators for the duration of the collective agreement.
- d) When a case is referred to mediation, within ten (10) working days the parties will randomly draw a Mediator's name from the above mentioned list and establish the earliest possible dates with the Mediator.
- e) The cost of the mediator will be shared equally between the parties.
- f) The results of such mediation are not binding unless mutually agreed, and may not be used by either party in arbitration.

9.07 Arbitration

- a) Failing a satisfactory settlement being reached in Mediation, or in the case of a termination grievance, the Union may within thirty (30) working days, refer the dispute to arbitration. "Arbitration" means a binding decision by a third party. When either party requests that a grievance be made by signature confirmed delivery addressed to the other party of the Agreement.
- b) The Employer and the Union may by mutual agreement appoint a single arbitrator who shall constitute the Arbitration Board. Both parties further agree that, in the interest of timely resolution with reduced cost to both parties, wherever possible, a single arbitrator will be appointed.
- c) If agreement cannot be reached on appointing a single arbitrator, an Arbitration Board will be appointed.

- d) Within five (5) days of the decision to appoint an Arbitration Board, each party shall indicate by signature confirmed delivery the name and address of its nominee to the Arbitration Board. The two (2) nominees shall appoint a mutually agreed upon chairperson.
- e) If either party fails to appoint a nominee or if the two (2) nominees fail to agree upon a chair within seven (7) days of their appointment, upon the request of either party the appointment shall be made in accordance with the Alberta Labour Relations Code.

9.08 Arbitration (Three Member Board) Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as practicable.

9.09 Procedure

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chair shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

9.10 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the nominee it appoints;
- b) one-half (1/2) of the fees and expenses of the Chairperson/Single Arbitrator.

9.11 Amendment of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties verbally and confirmed in writing.

9.12 An employee required to attend a meeting with the **Head Librarian** or the Library Board dealing with grievances / arbitrations shall suffer no loss of pay when the meeting is held during his/her scheduled working hours. Regular shifts shall not be altered to accommodate any such meeting.

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

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, discipline or discharge should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. It is further recognized that to achieve this purpose, the Union **Representative** may be present, at the employee's request, at all disciplinary meetings and be copied on all disciplinary notations.

10.02 Whenever an employee(s) is disciplined the discipline will be a matter of management record and the employee(s) shall be given written particulars of the discipline whether it be a warning, suspension or discharge.

10.03 An employee shall have the right to have a **Union Representative** present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

10.04 Any patron complaints received by the Employer will be discussed as soon as possible with the employee, and the employee will be given opportunity to address the complaint. Only written and signed patron complaints relating to the operation of the Library will be subject to the formal disciplinary procedures.

Oral patron complaints made to an employee shall be directed to the **Head Librarian**. In the absence of the **Head Librarian**, the employee receiving the complaint will attempt to either obtain the complainant's phone number for the **Head Librarian** to follow-up or provide the **Head Librarian's** business card to the patron. The **Head Librarian** will clarify the oral complaint with the complainant. If the complaint remains oral, the complaint will be presented to and discussed with the Employee and a Note to File will be generated by both the employee and the **Head Librarian** and placed on the employee's file. Any trends that are seen developing will be addressed by the **Head Librarian** with the employee.

ARTICLE 11 - PERSONNEL RECORDS/PERFORMANCE REVIEW

11.01 An employee shall have the right to access and review his/her personnel file at a time mutually agreed to by the employee and the **Head Librarian**.

11.02 An annual performance review of each employee will be conducted by the **Head Librarian**. The Board member responsible for Personnel Management may attend at their discretion or at the request of the employee or the **Head Librarian**.

11.03 Documentation of verbal counselling or verbal warning will be removed from an employee's personnel file after twelve months, provided the employee's file has been clear of all discipline, including written, for twelve months. Written discipline will be removed from an employee's personnel file after twenty-four months, provided the employee's file has been clear of all discipline, including verbal, for twenty-four (24) months.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as the length of service with the Employer **from the last date of hire to a permanent position** and shall determine preference or priority in vacations, leaves of absence, and recalls from layoff.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list, **including the employee's classification and status**, shall be sent to the Union in **July** of each year.
- 12.03 An employee shall not lose seniority rights, if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.
- 12.04 An employee shall only lose his/her seniority in the event:
- a) he/she is discharged for just cause and not reinstated;
 - b) he/she resigns;
 - c) he/she is absent from work in excess of seven (7) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - d) he/she fails to return within three (3) working days following a lay-off and after being notified at the last recorded address by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
 - e) he/she is laid off for a period longer than six (6) months.

ARTICLE 13 - PROBATION PERIOD

- 13.01 Newly hired employees shall be considered to be on probation for a period of six (6) months from the date of hiring.
- 13.02 **Either party may terminate the relationship without notice at any time during the probation period. Such termination will be reflected in writing with a copy to the Union.**

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

- 14.01 a) All positions will be subject to a competitive process. The Employer's intent will be to fill vacancies from within when qualified current employees apply.
- b) When a vacancy occurs or a new position is created in the Library, the Employer may fill the position temporarily and will post the notice in the Library so that all employees have an opportunity to apply if they so desire.
- 14.02 Employer's notice shall contain the nature of the position, qualifications and abilities required, hours of work and rate of pay.

- 14.03 Promotions will be awarded to employees who meet the qualifications of the position and have the ability to perform the duties required. Unsuccessful applicants will be entitled to receive the results of their own ratings and an explanation of why they were not the successful candidate. If a promotion grievance is filed the Employer will provide to the Union the interview questions and the results of the ratings for all applicants for the position.
- 14.04 Trial Period: The successful applicant shall be placed on a trial period of ninety (90) days. Conditional upon satisfactory completion of the trial period, the employee shall continue in the new classification. In the event the applicant proves unsatisfactory, he/she shall be returned to his/her former position and wage rate without loss of seniority. An employee on a trial period shall have the right to return to his/her former position within **the same** ninety (90) day period if he/she so desires. The Employer or Employee will provide two weeks written notice of the decision to return to the former position.
- 14.05 The **Union** shall be notified of all appointments, hiring, lay-offs, transfers, recalls and termination of employment within the bargaining unit within ten (10) working days.

ARTICLE 15 - LAY-OFFS AND RECALLS

- 15.01 Both parties recognize that job security shall increase in proportion to length of service. In the event of a lay-off, the Employer will first determine which positions or reorganized positions will be maintained. All employees will be interviewed to assess their ability, qualifications and desire to perform the remaining duties. Based on those interviews, the Employer will decide which employee(s) will be laid off.
- 15.02 Employees shall remain on a recall list for six months. Employees shall not accumulate seniority, sick leave or other benefits while on lay-off.
- 15.03 Employees shall be recalled in the order of their seniority, providing they are qualified and have the ability and desire to do the work. Employees recalled to do work at a lower rated job than the job previously held prior to lay-off shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.
- 15.04 No new employees shall be hired until those laid off, who are qualified to perform the available work, have been given the opportunity of re-employment. If an employee refuses a second recall offer, the employee shall be removed from the recall list and waives all future rights to recall.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) **September through June the library will be a seven (7) day per week operation, with varying shifts covering its hours of operation. Where possible Sunday work will be on a rotational basis.**
- (b) **Employees working on a Sunday shall receive a Sunday Shift Premium of eighty-five cents (\$.85) per hour.**

- 16.02 Once established and agreed to in writing, the shift schedule shall then become the employee's regular hours of work.
- 16.03 If extra hours or shifts are available, they will be offered equally to:
- a) all qualified part-time employees;
 - b) all qualified casual employees.

Where less than twenty-four (24) hours notice is given to cancel an employee's extra hours or shifts, the employee will be entitled to three (3) hours pay at their basic rate.

- 16.04 Some flexibility of daily hours of work may be arranged by mutual consent, in writing, of individual employees and the **Head Librarian**.
- 16.05 Employee's regular hours of work, **established by Article 16.02**, may **only** be modified **with two (2) weeks written notice to the employee with a copy to the Union**. **Such modification will not alter the employee's current regular hours of work per week unless agreed upon by the employee.**
- 16.06 Each employee will be given two (2) consecutive days off each working week wherever practicable.
- 16.07 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.
- 16.08 Employees are entitled to a total paid break(s) of one (1) hour for seven (7) or eight (8) hour shifts; half (1/2) hour for five (5) or six (6) hour shifts; and a fifteen (15) minute break for three (3) to four (4) hour shifts. Timing of the break(s) is dependant on the needs of the Library.
- 16.09 An Employee's attendance at a staff meeting, either before or after their shift, or on a day off will be paid at the basic rate of pay **as per Employment Standards**. **Where attendance at a staff meeting exceeds an eight (8) hour shift overtime will apply.**

ARTICLE 17 - OVERTIME

- 17.01 Overtime rates shall be paid at the rate of time and one-half (1 1/2x) the employee's regular rate of pay for any work performed over eight (8) hours in a day or forty (40) hours per week.
- 17.02 An employee who is called in and required to work outside his/her regularly scheduled hours shall be paid a minimum of three (3) hours regular pay.
- 17.03 In scheduling overtime, the Employer agrees to distribute such overtime as evenly as possible among the employees who are qualified to do the required work, except in the case of an emergency.

- 17.04 a) An employee cannot claim overtime without the prior written approval of the **Head Librarian**. The employee must submit, in writing, a request for extra hours which will be considered and approved at the sole discretion of the **Head Librarian**.
- b) In an emergency the **Head Librarian** must be contacted immediately or in the absence of the **Head Librarian**, a member of the Library Board Executive, who may authorize overtime. An Incident Report will be submitted to the Board by the employee involved by the following workday. Written confirmation of authority of authorized overtime will be submitted to the Board on the next workday by the approving authority.
- 17.05 Overtime claims will be made during the pay period in which the overtime was worked and will be paid by the Employer at that time.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 The Employer recognizes the following paid general "holidays":

New Years Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
Alberta Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

If the Library is scheduled to be open on Sundays, Easter Sunday will be treated as a paid general holiday.

- 18.02 The Employer will schedule Employees on Christmas Eve and New Year's Eve to work no less than a minimum of three (3) hours and to provide for the library to close at 1:30 p.m. with no loss of pay for regularly scheduled hours.
- 18.03 Compensation for Paid Holidays on a Monday
- When any of the Paid holidays fall on a Monday and is not declared or proclaimed as being observed on the following Tuesday, employees shall have the ability to bank the Paid Holiday and take the time off with pay at a time mutually agreed upon by the Employer and the Employee.
- 18.04 When any of the holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon by the Employer and the employee, or an extra day's pay in lieu thereof by mutual agreement. If there is no mutual agreement, the decision shall be made by the **Head Librarian**.

- 18.05 An employee who is scheduled to work on a holiday shall be paid at the rate of one and one half times (1.5X) their regular rate of pay.

ARTICLE 19 - VACATIONS

- 19.01 a) All employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year of service, .83 days for each complete month worked
After completion of one (1) year's service, two (2) weeks paid vacation
After completion of four (4) years service, three (3) weeks paid vacation
After completion of eight (8) years service, four (4) weeks paid vacation
After completion of fifteen (15) years service, five (5) weeks paid vacation.

A "week" for the purpose of this Article is the employee's regularly scheduled work week.

- 19.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day's vacation at a time mutually agreed between the employee and the Employer.

- 19.03 a) During the month of March of each year, employees will submit their vacation requests for the calendar year. Where such requests are provided to the **Head Librarian** by the 31st of March, vacation will be allocated on the basis of seniority. The **Head Librarian** will approve and post the vacation schedule by April 15th, and ensure the shifts are covered.

Requests for vacation submitted after March 31st will be approved by the **Head Librarian** on a 'first come, first served basis' within two (2) days of receipt the request. After March 31st, when possible, an employee will submit their request for vacation in writing two (2) weeks prior to the requested start date. For vacation requests submitted after March 31st the employee will work cooperatively with the employer to ensure shifts are covered in accordance with Article 16.03.

- b) Vacation schedules, once approved by the employer, cannot be amended without the approval of the employee and the **Head Librarian**.
- c) Carry over of five (5) vacation days each year shall be allowed. Carried over vacation must be used in the succeeding anniversary year. Any further carry over of vacation time requires written authorization of the Employer. All requests for vacation carry over shall be submitted in writing for approval at least two months before December 31st.
- d) If an employee is hospitalised, except as a result of perpetrating an illegal act, or granted any paid leave by Management, while on vacation, the Employer will credit that time to the employee.
- e) Employees may accumulate vacation leave while on probation but may not take vacation leave until successful completion of their probationary period.

19.04 Previous permanent service with the library will be recognized for the purpose of vacation entitlement for employees returning to work at the library provided:

- i) the break in service is less than one (1) year, and**
- ii) the employee is hired back into a permanent position.**

ARTICLE 20 - ILLNESS LEAVE

- 20.01 Illness leave means the period of time an employee is absent from work with full pay by virtue of being ill or disabled. Absences of more than three (3) consecutive working days will require a medical certificate. In the event of a long term absence in excess of thirty (30) calendar days, the Employer may request the Employee to provide a monthly medical certificate from the Employee's physician reporting the progress of recovery and the Employee's expected date of return.
- 20.02 Illness leave shall be earned on the basis of one point two five (1.25) days per month for employees working forty (40) hours per week and prorated accordingly for all other employees.
- 20.03 Any portion of the unused illness leave shall be accumulated to a maximum of twenty (20) working days. No payout of illness leave will be made when an employee resigns.
- 20.04 The Employer shall, as soon as conveniently possible, after December 31st of each year, provide a summary to the employee's of their illness leave records.
- 20.05 An Employee shall be entitled to use illness leave to care for an ill spouse, child or parent, or to attend a Doctor's appointment or medical procedure. Where the illness of a spouse, child or parent is more than three (3) consecutive working days, the Employee shall provide a medical certificate to the Employer.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Upon written request from the Union to the Employer, two (2) weeks in advance, leave of absence without pay and without loss of seniority shall be granted to one (1) employee elected or appointed to represent the Union at Union Conventions or Conferences. The length of the leave will be for the time period required to allow the employee to attend the union business. Additional employees may be granted Union leave at the sole discretion of the **Head Librarian**.
- 21.02 a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, which must include the day of the funeral, without loss of pay and benefits in the case of the death of a parent, spouse, including common law spouse, child, stepchild, guardian or primary caregiver.

- b) An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days, which must include the day of the funeral, without loss of pay and benefits in the case of the death of a brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- c) Where the death occurs outside the province, the Employer may grant additional time not to exceed two (2) working days as may be necessary.
- d) Additional unpaid leaves of absence related to bereavement may be approved by the **Head Librarian** on a case by case basis.

21.03 One-half (1/2) day will be granted without loss of salary or wages to attend a funeral, for any relative not listed in Clause 21.02 provided the **Head Librarian** is notified twenty-four (24) hours in advance. The employer will be responsible to ensure the shift is covered.

Up to one-half (1/2) day may be granted without pay to attend the funeral of a personal friend provided the **Head Librarian** is notified twenty-four (24) hours in advance and such request shall not be unreasonably denied. If coverage is required the employee will work cooperatively with the employer to ensure the shift is covered in accordance with Article 16.03.

- 21.04 (a) An employee who is pregnant and who has been employed by the Library Board for a period of at least twelve (12) months is entitled to maternity and/or parental leave as per the Employment Standards Code.
- (b) An employee who wishes to resume employment upon the expiration of maternity and/or parental leave, shall give the **Head Librarian** four (4) weeks' notice in writing of the day on which she intends to resume employment.

The Employer shall:

- (i) reinstate the employee in the position he/she occupied at the time the maternity/parental leave commenced, or
- (ii) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date the employee commenced maternity/paternity leave.

21.05 The Employer shall grant paid leave of absence without loss of seniority to an employee who is required by law to serve as juror or appear as a witness in any court. The employee will present proof of service.

21.06 Where it is necessary for an employee to take leave in order to write examinations or improve qualifications related to the employee's job duties, such leave shall be given without loss of pay or seniority providing the employee has received prior written permission from the Employer.

- 21.07 The Employer may grant leave of absence without pay to an employee for reasons satisfactory to the Employer. Request for such leave shall be in writing and shall be submitted in advance of the commencement of the leave. Unless otherwise mutually agreed, such leave shall not exceed six (6) weeks.
- 21.08 In the event that an employee's work schedule does not provide for three consecutive hours off work while the polling station is open, the employee shall be allowed three (3) consecutive hours for the purpose of casting his/her vote.
- 21.09 Upon written request, the Employer shall allow a leave of absence without pay for one month so that the employee may be a candidate in a Federal, Provincial or Municipal election.
- 21.10 Requests for leaves of absences without pay for short term absences not to exceed two (2) weeks one time per year will be considered with one week's notice and will not be unreasonably denied.
- 21.11 Employees are entitled to three (3) days leave of absence per year with pay and benefits to attend to personal responsibilities. The employee will provide as much notice as is possible.
- 21.12 Employees will make every reasonable effort to attend to medical and dental appointments outside their regular working hours. If an employee must attend to an appointment during their regular working hours, they will be allowed to make up the time at the discretion of the **Head Librarian**.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 22.02 The principle of equal pay for equal work shall apply.
- 22.03 The Employer will, upon written confirmation from the institution that the employee has successfully completed the course with a passing grade, pay the cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.
- 22.04 An employee who is assigned the work of a higher classification for three (3) weeks or longer to replace an employee on vacation, illness or leave of absence shall be paid at the higher rate of pay as currently earned by the employee being replaced.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Description

The Employer will maintain up-to-date job descriptions for all positions in the bargaining unit. Each employee will be provided with a copy of the job description for their position.

An employee whose job is being reviewed will be included in any job description reviews being conducted by the Employer.

When a position's job description is changed by the Employer, it will be provided to the employee and the Union.

23.02 Changes in Classification

When the duties in any classification are changed or where an employee is of the opinion he/she is unfairly or incorrectly classified or when any position not covered by the wage schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement is not reached, the Union may file a grievance.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 (a) Effective January 1, 2010 after one year of continuous permanent service, all full-time employees will receive a \$250.00 Health Spending Account, prorated for part-time employees based on their full-time equivalency. Any balance in the Health Spending Account unused by December 31 may be carried forward into the following calendar year.

(b) Effective January 1, 2011 after one year of continuous permanent service, all full-time employees will receive a \$500.00 Health Spending Account, prorated for part-time employees based on their full-time equivalency. Any balance in the Health Spending Account unused by December 31 may be carried forward into the following calendar year to a maximum of \$1,000.00.

24.02 A Joint Committee of equal representation from the Employer and the Union will investigate the costs and specific terms associated with the provision of benefit plans during the life of this agreement.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to the employees engaged in work for the Employer.

25.02 The Employer agrees to provide and maintain First Aid equipment and provide First Aid training to all employees.

ARTICLE 26 - GENERAL

- 26.01 The Employer shall provide a Bulletin Board in the staff work area upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 27 - JOB SECURITY

- 27.01 When the Employer decides to introduce a technological change, including but not limited to equipment and programs, which effects the employee's job duties, the Employer agrees to notify the employees as far as possible in advance of their decision and provide relevant information.
- 27.02 The Employer agrees to provide and schedule adequate training on all equipment, hardware, software and first aid, and Employees shall attend such training. Employees will be paid their applicable rate of pay while attending such training. The Employer agrees to make every attempt to schedule training during the employee's regularly scheduled working hours.

ARTICLE 28 - NO LOCKOUT, NO STRIKE

- 28.01 During the term of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members.

ARTICLE 29 - TERM OF AGREEMENT

- 29.01 This Agreement shall be in effect from **January 1, 2010** and shall remain in force until **December 31, 2011**, and shall continue from year to year thereafter unless either party gives the other party notice in writing not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the 31st day of December in any year that it desires its termination or amendment.
- 29.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the term of this Agreement.
- 29.03 Within thirty (30) days of receipt of notice by one party to enter into negotiations, the parties will establish a mutually agreeable date to commence negotiations. The parties will exchange proposals for changes or amendments at the first negotiation meeting.

ARTICLE 30 - LABOUR MANAGEMENT COMMITTEE

- 30.01 **A Joint Labour Management Committee consisting of the Head Librarian and the President of the Union will meet on a quarterly basis in order to discuss matters of mutual interest. The purpose of the committee is not to take the place of or to engage in collective bargaining or grievance handling.**

SCHEDULE A – HOURLY RATES OF PAY

Jan 1, 2010 (2% Increase)

Classification	Start Rate	After 2080 Hours	After 4160 Hours	After 6240 Hours
Page	10.26	10.47	10.68	10.89
Public Services Clerk	11.53	11.75	11.99	12.23
Public Services Assistant	14.10	14.38	14.67	14.96
Technical Services Assistant	14.10	14.38	14.67	14.96
Public Services Coordinator	15.82	16.14	16.46	16.79
Technical Services Coordinator	15.82	16.14	16.46	16.79
Program Coordinator	15.82	16.14	16.46	16.79
Administrative Assistant	17.36	17.71	18.05	18.42
Custodian	14.77	15.07	15.37	15.68

Jan 1, 2011 (2% Increase)

Classification	Start Rate	After 2080 Hours	After 4160 Hours	After 6240 Hours
Page	10.47	10.67	10.89	11.11
Public Services Clerk	11.76	11.99	12.22	12.47
Public Services Assistant	14.38	14.67	14.96	15.26
Technical Services Assistant	14.38	14.67	14.96	15.26
Public Services Coordinator	16.14	16.46	16.79	17.12
Technical Services Coordinator	16.14	16.46	16.79	17.12
Program Coordinator	16.14	16.46	16.79	17.12
Administrative Assistant	17.71	18.06	18.42	18.79
Custodian	15.06	15.37	15.68	15.99

This Agreement signed this 14 day of April, 2010.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, SUB-LOCAL 1169

[Signature]
Paula Guwan
Catherine Myhr
Lockett

SIGNED ON BEHALF OF THE TOWN OF
COCHRANE LIBRARY BOARD

[Signature]
[Signature]
Kath
David Lewis
