

COLLECTIVE AGREEMENT

between

THE TOWN OF COCHRANE LIBRARY BOARD

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1169**

January 1, 2023 to December 31, 2026

cope



CUPE Local1169

EMAIL president@cupe1169.ca

WEBSITE www.cupe1169.ca

GENERAL MEETING

held on the 4th Thursday

February, May, September and November

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AGREEMENT made this 25th day of May 2023

BETWEEN: The Town of Cochrane Library Board

(hereinafter called “the Board”)

OF THE FIRST PART

and

**The Local Union no. 1169 of the Canadian Union of Public
Employees**

(hereinafter called “the Union”)

OF THE SECOND PART

WHEREAS in the spirit of Truth and Reconciliation the parties recognize the Traditional Territory of Treaty 7 and Region 3 of the Metis Region of Alberta, and

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, efficient service and settle conditions of employment, and whereas both parties recognize the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, wages, benefits and hours of work, the parties of this Agreement hereby agree to the following terms:

ARTICLE 1 – PURPOSE AND COVERAGE

- 1.01** The Union recognizes that Management has the right to direct the work force subject to the terms of the Collective Bargaining Agreement.
- 1.02** The purpose of this Collective Bargaining Agreement is to contain provisions governing the rates of pay and working conditions of Employees within the scope of the Union and to provide a method of settling differences or grievances.
- 1.03** All correspondence between parties arising out of this Collective Bargaining Agreement, shall be directed to

the **Library Director** or designate and the President or designate.

1.04 Interpretations and Definitions

- (a) **Library Director** or designate means the person who is responsible for the day-to-day operations of the Library and is Staff Liaison with the Board.
- (b) **Employee** means any individual **employed** by the Board **and represented by the Union**.
- (c) **Board means the Town of Cochrane Library Board and its agents.**
- (d) **Permanent full-time Employee** means an Employee who works a standard work week of forty (40) hours per week.
- (e) **Permanent part-time Employee** means an Employee who works less than forty (40) regularly scheduled hours per week.
- (f) **Casual Employee** means an Employee who has been hired to work on an on-call basis, for an indefinite period of time. ***Unless on an approved Leave of Absence as per Article 19, Casual Employees who have not been available to work a minimum of three (3) hours within a six (6) week period will no longer be considered employed by the Board.***
- (g) **Union Representative** means an individual designated by the Union to represent the members of the bargaining unit.
- (h) **Term Employee means an Employee who has accepted a term assignment. Term assignments will be defined by start and end dates. Such Employee shall return to their original classification upon completion of their assignment.**

- 1.05** (a) Written statements describing all volunteer activities shall be provided to the Union; all volunteers will receive statements appropriate to the program(s) in which they participate, to ensure that they are aware of the parameters of their contributions.
- (b) The use of volunteers shall not lead to the replacement, transfer, reassignment, or layoff of bargaining unit Employees, to a reduction in their hours of work, or to the elimination of positions in the bargaining unit. The library will notify the Union of any new volunteer programs.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Board maintains management and control of the Cochrane Public Library as designated under Section 13 of the Libraries Act of Alberta and retains all those residual rights of management not limited by expressed terms of this Collective Bargaining Agreement.

ARTICLE 3 – TERM OF AGREEMENT

- 3.01** This Agreement shall be in effect from January 1, **2023** and shall remain in force until December 31, **2026** 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.
- 3.02** Any changes deemed necessary to this Collective Bargaining Agreement may be made by mutual agreement at any time during the term of this Collective Bargaining Agreement.
- 3.03** 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.

3.04 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.

3.05 *Any Employee employed during the term of this Agreement shall receive payments of salaries retroactively to the effective date of the Agreement.*

ARTICLE 4 – NO DISCRIMINATION, HARASSMENT OR VIOLENCE

4.01 Discrimination

- (a) The Board and the Union agree that there shall be no discrimination toward any Employee in accordance with the Alberta Human Rights Act, ***nor*** by reason of their membership or activity in the Union.
- (b) In no instance shall two (2) members of the same immediate family be appointed to positions in the same worksite.

4.02 Harassment

- (a) The Board agrees that no Employee shall be subjected to harassment. ***Harassment shall be defined as a single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person who knows or ought reasonably to know will cause offence or humiliation to another, or adversely affect another's health and safety. This includes:***
 - (i) ***Conduct, comment, bullying or action based on any protected ground as outlined in the Alberta Human Rights Act, and/or***
 - (ii) ***a sexual solicitation or advance.***

4.03 **Violence**

- (a) ***The Board agrees that no Employee shall be a victim of violence in the workplace. Violence is the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm and can include:***
- (i) ***physical attack or aggression***
 - (ii) ***threatening behaviour***
 - (iii) ***verbal or written threats***
 - (iv) ***domestic violence***
 - (v) ***sexual violence***

- 4.04 (a) The President or designate may convene a meeting with the ***Library Director*** or designate to discuss the allegations of discrimination, harassment or violence.
- (b) ***The Employer and the Employees are jointly committed to fostering positive working relationships and managing conflict in the workplace.***
- (c) Failing resolution under Clause 4.04 (b), particulars may be communicated in writing to the ***Library Director*** or designate ***within ten (10) days of discussion.*** The Employee shall have recourse to the Board, whose decision shall be final and not subject to grievance.
- (d) This will not prevent Management from disciplining or terminating for cause.

ARTICLE 5 – UNION MEMBERSHIP

- 5.01** The Board 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.
- 5.02** All Employees within the bargaining unit shall as a condition of employment, maintain membership with CUPE Local 1169 in accordance with the CUPE Constitution.
- 5.03** The Board agrees that Union dues, for each Employee covered by this Agreement, shall be deducted on a semi-monthly basis. Such dues shall be set by the Union.
- 5.04** Deductions for Union dues for each Employee covered by this Agreement will be made from each payroll and forwarded to the Treasurer of the Union not more than ten (10) days following the deduction. They will be accompanied by a list of the names of all Employees from whose wages the deductions were made, and the number of hours worked by each Employee during the pay period. The list will also include the Employee's employment status (full-time, regular part-time, casual or temporary).
- 5.05** The Board agrees to provide the Union with a complete list of home addresses, personal phone numbers and electronic contact information as provided by the Employee of all persons from whom Union dues are deducted. Lists will be provided at regular intervals two (2) times per year, in April and October. ***Should the Union request an updated contact list, the Employer shall provide such information within ten (10) days of the request.***
- 5.06** Within the first (1) months of employment, a Union Representative may meet for thirty (30) minutes with each new Employee.
- 5.07** The Board shall provide a bulletin board in the staff work area for Union information.

- 5.08 (a) Within fifteen (15) working days of a new Collective Bargaining Agreement being signed, the Union will complete the master typing of the Collective Bargaining Agreement. All new or amended sections shall be in bold and italicized type.
- (b) The Union shall be responsible for having sufficient copies of the Collective Bargaining Agreement reproduced in booklet form, the size of which they will determine. The cost will be shared fifty-fifty (50/50) by the Union and the Board.

ARTICLE 6 – UNION EMPLOYER RELATIONS

- 6.01 The Board acknowledges the right of the Union to appoint and train one (1) Employee in the bargaining unit as an ***Information*** Steward and recognizes the ***Information*** Steward as an official Representative of the Union.
- 6.02 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) ***Information*** 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.
- 6.03 (a) A Union Bargaining Committee shall be appointed and consist of not less than three (3) members of the Union, one of which will be the President of the Union or designate.
- (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 Board.

- (c) Any representative of the Union on the Bargaining Committee, employed by the Board, shall have the right to attend negotiating meetings held within working hours without loss of pay.

6.04 The Board will provide the Union with approved copies of minutes and agendas of all Board meetings and all attachments at the time of distribution to the Board.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

A grievance is a difference between the Board and the Union or an Employee as to the interpretation, application, operation or contravention of the Collective Bargaining Agreement. A grievance shall state the facts upon which the grievance is based, the relevant clause(s) of the Collective Bargaining Agreement and the remedy requested.

- (a) A new probationary Employee shall not have the right to grieve any disciplinary actions up to and including their termination of employment during their probationary period.

7.02 An Employee shall have the right at any step of the Grievance Procedure to seek the assistance of a Union Representative.

7.03 The Union shall notify the Board, in writing, of the name(s) of the representative(s) appointed under Clause 7.02.

7.04 Step 0

It is in the interests of all parties to seek an early resolution to differences. Discussions at Step 0 between the parties shall be in the form of a meeting 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 Clause 7.05.

7.05 All grievances, whether individual, group, or policy, must

be initiated at Step 1 of the Grievance Procedure and include the name(s) of the aggrieved, the nature of the grievance in clear and concise detail, the section(s) where this Collective Bargaining Agreement is claimed to be violated, and the remedy the Board is requested to make.

Step 1

The grievance shall be filed in writing with the **Library Director** or designate within ten (10) working days of the disputed act. A meeting will be held with the **Library Director** or designate and the Union within ten (10) days of receiving the grievance. The **Library Director** or designate will submit a decision in writing to the Union within five (5) working days **after the meeting**.

Step 2

If the grievance is not settled at Step 1, the Union must, within ten (10) working days of receiving the Step 1 decision, submit the grievance to the Board or withdraw the grievance. The Union will present the grievance at the next regularly scheduled meeting of the Board. The affected Employee(s) and the Union will attend the Board meeting and be prepared to discuss the grievance. The Board shall submit its decision to the Union within five (5) working days of the meeting.

7.06 Mediation

- (a) Failing a satisfactory settlement at Step 2, the Union may within fifteen (15) working days of receiving the written decision in Step 2, refer the dispute to Mediation. "Mediation" means a mutually agreeable solution and the process 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) The cost of the Mediator will be shared equally between the parties.
- (d) The results of such Mediation may not be used by either party in Arbitration.

7.07 Arbitration

- (a) Failing a satisfactory settlement 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, refers a grievance to arbitration the Board and the Union may by mutual agreement, appoint a single Arbitrator. Both parties agree that, in the interest of timely resolution with reduced cost upon agreement, a single Arbitrator will be appointed.
- (b) If agreement cannot be reached on appointing a single Arbitrator, an Arbitration Board will be appointed.
- (c) Within five (5) days of the decision to appoint an Arbitration Board, each party shall indicate the name and address of its nominee to the Arbitration Board. The two (2) nominees shall appoint a mutually agreed upon Chairperson.
- (d) 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.

7.08 Arbitration (Three Member Board) Procedure

The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

7.09 Procedure

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

7.10 Expenses of the Arbitration Board

Each party shall pay the fees and expenses of the nominee it appoints and one-half (1/2) of the fees and expenses of the Chairperson/single Arbitrator.

7.11 Extension of Time Limits

The time limits in the Grievance and Arbitration Procedure may be extended by consent of the parties in writing.

7.12 An aggrieved Employee shall have the right to attend all meetings with the ***Library Director*** or designate or the Board dealing with grievances/arbitrations and shall suffer no loss of pay or benefits under the Grievance Procedure excepting Arbitration.

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

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Progressive Discipline

The parties recognize the value of progressive discipline with the aim of being corrective in application. Except in extreme cases, discipline or discharge should be preceded by a documented record of counseling, warnings (written or verbal), and/or suspensions. A Union Representative will be present at all disciplinary meetings and the Union will be copied on all ***discipline correspondence***.

- 8.02 (a) When an Employee is to receive a verbal warning, they have the right to have a Union Representative present.
- (b) When an Employee is disciplined, the Employee shall be given written details including the reason for the action and outlining the terms of any possible penalty. The Employee has the right to have a Union Representative present. The **Library Director** or designate will notify the Union giving forty-eight (48) hours' notice when an Employee is to be disciplined.
- 8.03 Documentation of verbal or written discipline will be removed from an Employee's personnel file after twelve (12) months, provided the Employee's file has been clear of all discipline for twelve (12) months.

ARTICLE 9 – PERSONNEL RECORDS/PERFORMANCE REVIEW

- 9.01 An Employee shall have the right to access and review their personnel file at a time mutually agreed to by the Employee and the **Library Director** or designate.
- 9.02 An annual performance review of each Employee will be conducted by the **Library Director** or designate.

ARTICLE 10 – SENIORITY

- 10.01 Seniority is defined as the length of service with the Board from the date of hire and shall determine preference or priority in vacations, leaves of absence, and recalls from layoff.
- 10.02 The Board shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list, including classification and **employment** status, shall be sent to the Union **and posted at the worksite** in July of each year.

10.03 An Employee shall not lose seniority rights if they have been absent from work because of sickness, accident, layoff, or leave of absence approved by the ***Library Director or designate***.

10.04 An Employee shall only lose their seniority in the event:

- (a) they are terminated for just cause and not reinstated;
- (b) they resign;
- (c) they are absent from work in excess of seven (7) working days without sufficient cause or without notifying the ***Library Director or designate*** unless such notice was not reasonably possible.
- (d) they fail to return within three (3) working days following a layoff 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 ***Library Director or designate*** informed of their current contact information;
- (e) they are laid off for a period longer than six (6) months.

ARTICLE 11 – PROBATION PERIOD

11.01 Newly hired Employees shall be on probation for a period of six (6) months from the ***start date***.

11.02 Either party may terminate their employment without notice at any time during the probation period. Such termination will be reflected in writing with a copy to the Union.

11.03 ***Any leaves or vacations in excess of fifteen (15) days cumulatively during the period shall be added to the probation period.***

ARTICLE 12 – VACANCIES, PROMOTIONS AND STAFF CHANGES

- 12.01** (a) All positions will be subject to a competitive process. The Board'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 Board will ***email all Employees*** so that all Employees have an opportunity to apply if they so desire. The Board may fill the position temporarily during the posting process. Such temporary position, while not subject to the posting process, shall not fill the posted position beyond a sixty (60) calendar day period.
- 12.02** The notice shall contain the nature of the position, qualifications, abilities required, hours of work and rate of pay.
- 12.03** (a) Promotions will be awarded to Employees who meet the qualifications of the position and have the ability to perform the duties required. Education, training, and experience shall be considered in promotions with primary reference to the requirements of the position. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.
- (b) Unsuccessful applicants will be entitled to receive the results of their own ratings and an explanation of why they were not the successful candidate.
- 12.04** Trial period: The successful applicant shall be placed in 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, they shall be returned to their former position and wage rate without loss of seniority. An Employee in a trial period shall have the right to return to their former position within the same ninety

(90) day period if they so desire. The Board or Employee will provide two (2) weeks written notice of the decision to return to the former position.

12.05 New Employees must complete six (6) months in their current classification prior to being considered for any other positions. In the event that there are no qualified internal applicants, newly hired Employees with less than six (6) months of service may be considered alongside external applicants.

12.06 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and termination of employment within the bargaining unit within ten (10) working days.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 In the event of a layoff, Employees within the affected classification shall be laid off in reverse order of their bargaining unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority who is in a position with an equal or lower classification providing that the bumping Employee has the skills, abilities, and experience to fill the position of the Employee with less seniority.

13.02 Employees shall remain on a recall list for six (6) months. Employees shall not accumulate seniority, Sick Leave or other benefits while on layoff.

13.03 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 layoff shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.

13.04 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 14 – HOURS OF WORK

- 14.01** (a) Employees working on a Sunday shall receive a Sunday Shift Premium of one dollar and ***fifty cents*** (\$1.50) per hour.
- (b) Regular hours of work will be defined as eight (8) hours a day or forty (40) hours per week from Sunday through Saturday in accordance with Clause 14.01.

14.02 Once established and agreed to in writing, the shift schedule shall then become the Employee's regular hours of work. The ***Library Director*** or designate will post the weekly shift schedule a minimum of ten (10) working days prior to the start of the shift.

14.03 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.

14.04 Some flexibility of daily hours of work may be arranged by mutual consent, in writing, of individual Employees and the ***Library Director*** or designate.

14.05 Employee's regular hours of work, established by Clause 14.02, may only be modified with two (2) weeks written notice to the Employee with a copy to the Union.

14.06 Each Employee will be given two (2) consecutive days off each working week wherever practicable.

14.07 (a) All Employees shall be allowed one (1) unpaid meal break, normally of one (1) hour, during each shift of not less than seven (7) paid hours, at which time they shall not be required to remain on the premises;

or

- (b) All Employees shall be permitted a paid rest period as follows:
 - (i) fifteen (15) minutes in each shift of up to three and one half (3½) paid hours; or
 - (ii) twenty-five (25) minutes in each shift of more than three and one half (3½) and less than five (5) paid hours; or
 - (iii) thirty (30) minutes in each shift of five (5) paid hours or more.

It is understood that service to the public; shall be maintained.

- 14.08** An Employee's attendance at a Staff meeting, either before or after their shift, or on a day off will be paid at their rate of pay. Where attendance at a Staff meeting exceeds an eight (8) hours shift, overtime will apply. Staff meeting minutes will be **made available** at the worksite within one (1) week of the meeting.

ARTICLE 15 – OVERTIME

- 15.01** Overtime rates shall be paid at the rate of time and one-half (1 ½x) the Employee's regular rate of pay for any work performed over eight (8) hours in a day or forty (40) hours per week.
- 15.02** An Employee who is called in and required to work outside their regularly scheduled hours shall be paid a minimum of three (3) hours regular pay.
- 15.03** In scheduling overtime, the Board 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.
- 15.04** An Employee cannot claim overtime without the prior written approval of the **Library Director** or designate. The Employee must submit, in writing, a request for extra

hours which will be considered and approved at the sole discretion of the **Library Director** or designate.

ARTICLE 16 – PAID HOLIDAYS

16.01 The Employer recognizes the following paid General “holidays”: New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, **National Day of Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all General holidays proclaimed by the Province of Alberta or the Government of Canada.

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

16.02 The **Library Director** or designate will schedule Employees on Christmas Eve and New Year’s Eve to work **from 9:30 a.m. to 1:30 p.m.** to provide for the Library to close at **1:00 p.m.** with no loss of pay for regularly scheduled hours.

16.03 Compensation for General Holiday Pay

- (a) An Employee scheduled to work on a General holiday and works, receives regular pay for all hours worked plus time and a half, or, banked overtime in lieu.
- (b) An Employee scheduled to work on a General holiday and the Library is closed, receives their average daily wage which is an average of five percent (5%) of their previous four (4) weeks’ pay.
- (c) An Employee not scheduled to work and does not work, receives their average daily wage which is an average of five percent (5%) of their previous four (4) weeks’ pay (see Clause 18.03 d).
- (d) For the purpose of the Article, a “day” is the Employee’s regularly scheduled daily hours of work. Where an Employee regularly works different hours on different days, the Employee’s regularly

scheduled daily hours of work will be the average of the Employee's regular weekly hours of work.

- (e) All unused lieu days for full time Employees will be paid out at the end of the calendar year except Christmas Day and Boxing Day, which may be carried forward and used by March 31st of the following year.

ARTICLE 17 – VACATIONS

17.01 All Employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Up to 4,160 hours of service.....2 weeks or 80 hours
prorated based on assigned FTE

After 4,160 hours of service.....3 weeks or 120 hours
prorated based on assigned FTE

After 16,640 hours of service.....4 weeks or 160 hours
prorated based on assigned FTE

After 31,200 hours of service.....5 weeks or 200 hours
prorated based on assigned FTE

After 52,000 hours of service.....6 weeks or 240 hours
prorated based on assigned FTE

After 62,400 hours of service.....7 weeks or 280 hours
prorated based on assigned FTE

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

17.02 If a paid holiday falls during an Employee's vacation period, they shall be allowed an additional day's vacation at a time mutually agreed between the Employee and the Board.

17.03 (a) Requests for vacation will be **acknowledged** by the **Library Director** or designate on a "first come, first served" basis within two (2) days of receipt of the request.

A response shall be provided no later than seven (7) working days from the date of request.

- (b) Should a conflict occur in scheduling vacations, the following factors shall be taken into account: seniority, order of receipt of requests, and rotation of popular periods of time. An Employee will submit their request for vacation in writing ***a minimum of two (2) weeks*** prior to the requested start date.
- (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 Board. All requests for vacation carry over shall be submitted in writing for approval of at least two (2) months before December 31st of the current calendar year.
- (d) If an Employee is hospitalized or granted any paid Leave by the ***Library Director*** or designate while on vacation, the Board 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.
- (f) ***Approved vacation, illness leave, or leave of absence can only be cancelled two (2) weeks before the start date, and at the mutual agreement of the Employee and Library Director or designate.***

17.04 Seniority 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 18 – ILLNESS LEAVE

- 18.01** (a) Illness Leave means the period of time an Employee is absent from work with full pay by virtue of being ill or disabled.
- (b) A doctor's certificate may be required at the discretion of the ***Library Director or designate*** for all absences in excess of three (3) working days or when an Employee demonstrates a discernible pattern of frequent illnesses.
- (c) In the event of a long-term absence in excess of thirty (30) calendar days, the Board 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. ***Notice of such leave should be provided to the Library Director or designate.***
- 18.02** 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.
- 18.03** Any portion of the unused Illness Leave shall be accumulated to a maximum of thirty (30) working days. No payout of Illness Leave will be made when an Employee resigns or is terminated.
- 18.04** The Board shall, as soon as conveniently possible, after December 31st of each year, provide a summary to the Employees of their Illness Leave records.
- 18.05** (a) 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.
- (b) Where no one at home other than the Employee can provide for the needs of an immediate member of their family ***during illness*** (as defined in Clause 19.03) an Employee shall be entitled, after notifying the ***Library Director*** or designate, to use in each

calendar year a maximum of five (5) days of their accumulated sick leave for the member of the family who is ill. In extraordinary circumstances additional leave may be granted at the discretion of the **Library Director** or designate.

- (c) ***Employees will make every reasonable effort to attend to medical and dental appointments outside of their regular working hours. If an Employee must attend an appointment during their regular working hours, they will be allowed to make up the time at the discretion of the Library Director or designate.***

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Any written request for a paid or unpaid Leave of Absence, or vacation, will be responded to by the **Library Director** or designate as follows:

- (a) Seven (7) days for approval of LOA;
- (b) Fourteen (14) days for approval of vacation subject to the vacation conditions of Clause 17.03.

19.02 Union Leave

- (a) The Board shall grant leave, for the purposes of performing duties or functions of the Union. Requests for such leave shall be based on operation need and shall not be unreasonably denied. Request for leave shall be made in writing to the **Library Director** or designate at least ten (10) working days in advance **of the date of leave**. The request shall state the Employee's name, and time requested for Union leave. No more than two (2) Employees per worksite shall be booked off at any one time.
- (b) The Employee shall receive regular pay and benefits provided for in the Collective Bargaining Agreement when on Union leave. The Union will reimburse the Board for all pay and benefits during

the leave of absence and a reasonable fee for administration purposes.

19.03 Bereavement Leave

- (a) An Employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, without loss of pay and benefits, in the case of the death of a parent, spouse, including common-law spouse, child, stepchild, guardian, primary caregiver, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, ***fiancé(e), legal guardian, or ward.***
- (b) Where the death occurs outside the province, the Board may grant additional time not to exceed two (2) working days as may be necessary.
- (c) Additional unpaid Leaves of Absence related to Bereavement may be approved by the ***Library Director*** or designate on a case by case basis.
- (d) 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 19.03 (a) provided the ***Library Director*** or designate is notified twenty-four (24) hours in advance. The ***Library Director*** or designate will be responsible to ensure the shift is covered.
- (e) Up to one-half (1/2) day may be granted without pay to attend the funeral of a personal friend provided the ***Library Director*** or designate is notified twenty-four (24) hours in advance and such request shall not be unreasonably denied.

19.04 Maternity, Parental or Adoption Leave

An Employee after completion of the eligibility period shall be entitled to unpaid Maternity, Parental or Adoption Leave.

An Employee shall provide the Library Director or designate with as much notice as possible, but with at least thirty (30) working days' written notice prior to the date the Employee wishes to commence Leave.

All notifications and requests pursuant to Maternity, Parental, or Adoption Leave shall be submitted by the Employee to the Library Director or designate.

(a) Maternity Leave

An Employee is entitled to a leave of absence without pay of up to seventy-eight (78) weeks which includes a combined total of not more than sixteen (16) weeks Maternity Leave and sixty-two (62) consecutive weeks of Parental Leave immediately following the last day of their Maternity Leave.

Other than for health-related reasons, the period of Maternity Leave may commence not more than thirteen (13) weeks prior to the expected date of delivery.

If a pregnancy ends in a miscarriage or stillbirth within sixteen (16) weeks of the estimated due date, the Employee is still entitled to sixteen (16) weeks' Maternity Leave.

(b) Parental Leave

An Employee is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks in conjunction with the Maternity Leave, which shall not exceed a combined total of seventy-eight (78) weeks.

An Employee who is a parent is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the birth of their child.

(c) **Adoption Leave**

An Employee is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the child being placed with the Employee.

(d) **Returning to work after Maternity, Parental, or Adoption Leave**

An Employee returning to work from a Maternity, Parental, or Adoption Leave shall provide the Library Director or designate with a minimum of twenty (20) working days' notice of the date of return. Employees returning from such leaves shall be reinstated in the position occupied when the leave started or a comparable position.

Where an Employee is required to assume a position of a temporary nature as governed by this Clause, ten (10) days' written notice of both redeployment and reinstatement shall be given to the Employee and they shall continue to accrue seniority in their former position. Where one or both positions no longer exist, the affected Employee will be reassigned to a position at their former classification.

19.05 Jury or Witness Leave

The Board shall grant paid Leave of Absence without loss seniority to an Employee who is required by law to serve as a juror or appear as a witness in any court. The Employee will present proof of service.

19.06 Personal Leave

- (a) 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 Board.

- (b) 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. These days shall be taken as whole days, not to be used in sequence, and cannot be attached to previously approved vacation or statutory holiday dates.
- (c) Employees will make every reasonable effort to attend to medical and dental appointments outside of 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 **Library Director** or designate.

19.07 Leave Without Pay

- (a) The Board may grant Leave of Absence without pay to an Employee for reasons satisfactory to the Board.

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.

- (b) In the event that an Employee's work schedule does not provide for three (3) consecutive hours off work while the polling station is open, the Employee shall be allowed three (3) consecutive hours for the purpose of casting their vote.
- (c) Upon written request, the Board shall allow a Leave of Absence without pay for one (1) month so that the Employee may be a candidate in a Federal, Provincial, or Municipal election.

- (d) Requests for Leaves of Absences without pay for short term absences not to exceed two (2) weeks one (1) time per year will be considered with one (1) weeks' notice and will not be unreasonably denied.
- (e) Part-time and Casual Employees will be granted up to a maximum of one-half (1/2) day or three and one-half (3 ½) hours unpaid Citizenship Leave to process their Canadian citizenship application.
- (f) Part-time and Casual Employees may be granted unpaid Long-term Disability Leave for up to sixteen (16) continuous weeks if the Employee provides satisfactory medical documentation.
- (g) Employees may be granted unpaid Compassionate Care Leave for up to twenty-seven (27) weeks if the Employee provides required medical documentation.
- (h) Employees may be granted unpaid Domestic Violence Leave for up to ten (10) days per calendar year if the Employee meets eligibility and provides satisfactory documentation.
- (i) Employees may be granted unpaid Critical Illness of a Child Leave for up to thirty-six (36) weeks per year if the Employee provides satisfactory documentation.
- (j) Employees may be granted unpaid Death or Disappearance of a Child Leave for up to thirty-six (36) weeks per year if the Employee provides satisfactory documentation.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 The Board shall pay salaries and wages in accordance with Schedule “A” attached hereto and forming part of this Collective Bargaining Agreement.

20.02 The principle of equal pay for equal work shall apply.

20.03 The Board will ***consider requests for professional development and/or accreditation for related and appropriate work development.*** 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 Board. If an Employee's application for approval is denied, the Employee and the Union shall be given the reason in writing.

20.04 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.

20.05 Under/Over Payments

If an Employee is compensated incorrectly by error on the part of the Board due to vacation, sick benefits or wages the following shall apply:

- (a) For underpayments, the Board shall correct the error as soon as reasonably possible, provided the correction be made no later than the second following pay day from which the Board became aware or reasonably should have become aware.
- (b) For overpayments, the Employee will be informed of the overpayment in writing with a copy forwarded to the Union. Repayment arrangements shall be made between the Board and the Employee. If mutual agreement cannot be reached within five (5) ***working*** days of notification, the Board shall recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period provided that repayment shall be made in full within five (5) pay periods. If the overpayment does not exceed fifty dollars (\$50.00), the overpayment shall be deducted from the next pay. A minimum of twenty-five dollars (\$25.00) shall be deducted from each pay until the overpayment is paid in full or paid within five (5) pay

periods, whichever is sooner. If there are two (2) concurring overpayments, the Board shall deduct up to thirty percent (30%) of the Employee's gross earnings per pay period and the repayment shall be completed within seven (7) total pay periods.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

- 21.01** (a) The Board 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 positions.
- (b) Copies of all job descriptions will be made available to all Employees.
- (c) When a job description is changed by the Board, copies of the new or revised job descriptions will be provided to the Employee and the Union.

ARTICLE 22 – EMPLOYEE BENEFITS

- 22.01** After **six (6) months** of continuous permanent service, all full-time Employees will receive one thousand dollars (\$1,000) Health Spending Account, pro-rated for part-time Employees based on their full-time equivalency. Any balance in the Health Spending Account unused by December 31st of the current calendar year may be carried forward into the following calendar year to a maximum of two thousand dollars (\$2,000).
- 22.02** A Joint Committee of equal representation from the Board and the Union will investigate the costs and specific terms associated with the provision of benefit plans during the life of this Collective Bargaining Agreement.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01** The Employer's Policies and Procedures shall be in compliance with the Alberta Occupational Health and Safety Act and Regulations.
- 23.02** The Board agrees to provide and maintain First Aid equipment and provide First Aid training as required under current legislation.
- 23.03** The Board will establish a Health and Safety Committee in compliance with the Alberta Occupational Health and Safety Act and Regulations which will meet at least four (4) times per year. Meeting minutes will be posted at the worksite and a copy will be sent to the Union.
- 23.04** *It is recognized that safety regulations are necessary and may be prescribed from time to time by the Employer.*

ARTICLE 24 – LABOUR MANAGEMENT COMMITTEE

- 24.01** A Joint Labour Management Committee consisting of but not limited to the ***Library Director*** and the President of the Union, ***or designate***, will meet on a quarterly basis to discuss matters of mutual interest. The committee does not take the place of or engage in collective bargaining or grievance handling.

ARTICLE 25 – JOB SECURITY

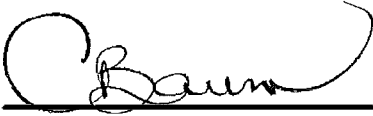
- 25.01** When the Board introduces technological change, including but not limited to equipment and programs, affecting Employee's job duties, the Board will notify the Employee and the Union as far as possible in advance of their decision and provide relevant information.
- 25.02** The Board agrees to provide adequate training on all equipment, hardware, software and first aid. Employees shall attend such training and will be paid at their applicable rate of pay. The Board agrees to make every attempt to schedule training during the Employee's regularly scheduled working hours.

- 25.03** (a) No Employee will lose hours of work or their position due to contracting out.
- (b) When work must be contracted out the Union will be notified in writing with reasons provided prior to the contracting out.
- (c) The contracting out is for short term projects with the contractor paying Union dues on a semi-monthly basis. Such dues shall be set by the Union.

LOU - PRACTICUM STUDENTS

The Parties agree students experiencing the work of Library Employees is of value to the community and the Library; however, we also believe that such work experience should not unduly disrupt the work of the Library. Accordingly, where the Board agrees to accommodate requests for student work experiences, such work experiences will not result in the layoff or reduction in the normal hours or remuneration of an Employee. Short-term practicum students fall within this Article. The period of the term shall not exceed three (3) weeks.

SIGNED ON BEHALF OF
THE TOWN OF COCHRANE LIBRARY BOARD

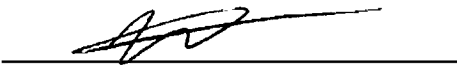


Cyndie Baum
Chair



Monique Fiedler-Sills
Library Director

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



Michael Mathyk
Vice-President

Jacqueline Roe
CUPE National Representative

SCHEDULE A**HOURLY RATE OF PAY****January 1, 2023 (2.5% increase)**

Classification	Start rate	After	After	After
		2080	4160	6240
		hours	hours	hours
Library Assistant I	17.68	18.02	18.35	18.57
Library Assistant III	19.61	20.03	20.40	20.83
Custodian	20.57	20.97	21.40	21.83
Library Assistant IV	22.03	22.47	22.91	23.35
Library Assistant VI	23.85	24.35	24.86	25.37

January 1, 2024 (2.5% increase)

Classification	Start rate	After	After	After
		2080	4160	6240
		hours	hours	hours
Library Assistant I	18.12	18.47	18.81	19.04
Library Assistant III	20.10	20.53	20.91	21.35
Custodian	21.09	21.50	21.94	22.38
Library Assistant IV	22.58	23.03	23.48	23.93
Library Assistant VI	24.45	24.96	25.48	26.00

SCHEDULE A

HOURLY RATE OF PAY

January 1, 2025 (2.5% increase)

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	18.58	18.93	19.28	19.51
Library Assistant III	20.60	21.04	21.43	21.88
Custodian	21.61	22.03	22.49	22.94
Library Assistant IV	23.14	23.61	24.07	24.53
Library Assistant VI	25.06	25.59	26.11	26.65

January 1, 2026 (2.5% increase)

Classification	Start rate	After 2080 hours	After 4160 hours	After 6240 hours
Library Assistant I	19.04	19.41	19.76	20.00
Library Assistant III	21.12	21.57	21.97	22.43
Custodian	22.15	22.58	23.05	23.51
Library Assistant IV	23.72	24.20	24.67	25.14
Library Assistant VI	25.69	26.23	26.77	27.32

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LETTER OF UNDERSTANDING
BETWEEN:

THE TOWN OF COCHRANE LIBRARY BOARD
(Hereinafter referred to as the Employer)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(Sub Unit 1169)
(Hereinafter referred to as the Union)

ARTICLE 6, 16, 19 and 20

With regard to the Collective Agreement between the parties made effective January 1, 2023, the parties agree to the amendment and addition of the following Articles:

ARTICLE 6 UNION EMPLOYER RELATIONS

6.02

Time off, without loss of **pay or benefits**, will be allowed as follows, providing the time off does not interfere with the Library's operations, for:

6.03

(c) Any representative of the Union on the Bargaining Committee, employed by the Board, shall have the right to attend negotiating meetings held within working hours without loss of **pay or benefits**.

ARTICLE 16 PAID HOLIDAYS

16.02

The Library Director or designate will schedule Employees on Christmas Eve and New Year's Eve to work from 9:30 a.m. to 1:30 p.m. to provide for the Library to close at 1:00 p.m. with no loss of **pay or benefits** for regularly scheduled hours.

ARTICLE 19 LEAVES OF ABSENCE

19.06

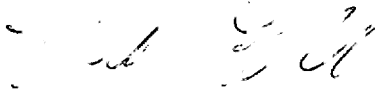
(a) Where it is necessary for an Employee to take Leave in order to write examinations or improve qualifications related to the Employee's job duties, such leave shall be given without loss of **pay, seniority, or benefits** providing the Employee has received prior written permission from the **Library Director or designate**.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

20.05 Under/Over Payments

If an Employee is compensated incorrectly by error on the part of the Board due to vacation, sick benefits, **benefit premiums**, or wages the following shall apply

On Behalf of the Employer



Library Director, Cochrane Public Library

Date:

On Behalf of the Union



Vice President, CUPE Local 1169

Date: March 26, 2024

LETTER OF UNDERSTANDING
BETWEEN:

THE TOWN OF COCHRANE LIBRARY BOARD
(Hereinafter referred to as the Employer)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(Sub Unit 1169)
(Hereinafter referred to as the Union)

ARTICLE 22 – EMPLOYEE BENEFITS

With regard to the Collective Agreement between the parties made effective January 1, 2023, the parties agree to the amendment and addition of the following Articles:

ARTICLE 22 EMPLOYEE BENEFITS

22.01

- (a) After six (6) months of continuous permanent service, all part-time Employees will receive one thousand dollars (\$1,000) Health Spending Account, pro-rated based on their full-time equivalency. Any balance in the Health Spending Account unused by December 31st of the current calendar year may be carried forward into the following calendar year to a maximum of two thousand dollars (\$2,000).
- (b) Effective April 1, 2024, after six (6) months of continuous permanent service, full-time Employees will become eligible to enroll in the Library's group benefits plan. The Board shall pay one hundred percent (100%) of all premiums, with the exception of premiums related to Long-Term Disability (LTD) insurance.
- (c) Participation in the group benefits plan shall be a condition of continued employment for all eligible Employees hired or promoted to a full-time position after April 1, 2024.
- (d) The Board may change benefit providers. The Union shall be notified at least thirty (30) calendar days in advance of the effective date.

22.02 **Short Term Disability Plan**


- (a) The Board will administer a Short-Term Disability (STD) Plan for full-time Employees, the premiums for which are paid one hundred percent (100%) by the Board.

- (b) The Board will continue to pay one hundred percent (100%) of the group benefits premiums, with the exception of LTD premiums, on behalf of an Employee receiving STD benefits for the duration of the STD claim period.
- (c) Illness Leave and Vacation will not be accumulated during any period of absence related to STD.

22.03 Long Term Disability Plan

- (a) The Board will administer a Long-Term Disability (LTD) Plan for full-time Employees, the premiums for which are one hundred percent (100%) Employee-paid by way of monthly payroll deduction.
- (b) Eligible Employees will apply for LTD benefits should they remain unable to return to work following exhaustion of any STD benefit period.
- (c) The Board will pay one hundred percent (100%) of the group benefits premiums, including LTD premiums, on behalf of an Employee receiving LTD benefits for a period of three (3) months from the effective date of a claim, to ensure continuation of coverage. If an Employee is unable to return to work following this period of three (3) months, in order to maintain LTD coverage, the Employee will again be responsible for paying one hundred percent (100%) of all premiums by way of monthly reimbursement to the Employer.
- (d) Illness Leave and Vacation will not be accumulated during any period of absence related to LTD.
- (e) An Employee receiving LTD benefits shall retain their seniority for a maximum period of twenty-four (24) months following the date of the original claim. After a period of twenty-four (24) months, the Employee shall be terminated without notice or severance.

On Behalf of the Employer



Library Director, Cochrane Public Library

Date:

On Behalf of the Union



Vice President, CUPE Local 1169

Date: March 26, 2024