

# **COLLECTIVE AGREEMENT**

between:



**WOOD BUFFALO REGIONAL LIBRARY**  
(hereinafter referred to as the "Employer")

and

***CUPE***

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 2157-01**  
(hereinafter referred to as the "Union")

Effective

**December 14, 2018 – December 31, 2021**

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## **PREAMBLE**

It is the desire of the Employer and the Union to maintain, encourage and promote:

1. Harmonious relations and settled conditions of employment between the Employer and the Union.
2. Joint discussions and negotiations on all matters pertaining to working conditions, employment and services.
3. Safety, efficiency and the highest degree of public service possible among the workforce in all areas.
4. The morale, well-being, and security of all employees in the Bargaining Unit.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement (hereinafter the "Agreement").

Now, therefore, it is agreed as follows:

## **ARTICLE 1 – DURATION**

- 01.01 The term of this Agreement shall be from the 14<sup>th</sup> day of December, 2018 to the 31<sup>st</sup> day of December, 2021.
- 01.02 The Agreement shall be binding and remain in effect beyond the expiration date from year to year thereafter unless notice has been given by either party to commence collective bargaining. Such notice must be given in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date.
- 01.03 Where notice to amend has been served, the Agreement shall remain in effect during the collective bargaining process.
- 01.04 While this Agreement is in effect, there shall be no strike, slow-down or similar interruption of service by the employees, nor shall the Union encourage such action, and further, there shall be no lockout by the Employer.

## **ARTICLE 2 – DEFINITIONS**

- 02.01 "Day" shall mean a calendar day.
- 02.02 "Employee" means an employee of WBRL whose bargaining rights are granted to the Union under Certificate #53-2018 issued by the Alberta Labour Relations Board.
- 02.03 "Employer" means the Wood Buffalo Regional Library and its successors and is also referred to as "WBRL".

- 02.04 “Full-Time Employee” shall mean an employee who is employed to work a minimum of seventy (70) hours bi-weekly.
- 02.05 “Part-Time Employee” shall mean an employee who is employed to work a minimum of ten (10) hours and a maximum of twenty (20) hours per week except as allowed by Clause 16.04.
- 02.06 “Spouse” includes adult interdependent partners as recognized by the *Adult Interdependent Relations Act* of Alberta.
- 02.07 “Student Employee” means an employee enrolled in a full-time program in an educational institution who is hired for a specific term of employment as part of or during a break in the program.
- 02.08 “Term Employee” means an employee hired for a specific term of employment not exceeding eighteen (18) months.
- 02.09 “Union” is defined in Clause 4.01.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 03.01 The Employer reserves and retains solely and exclusively all rights to manage the operations of the Employer and direct its workforce except to the extent that such rights are expressly and specifically restricted by this Agreement.

### **ARTICLE 4 – UNION RECOGNITION**

#### 04.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees Local 2157-01 (the “Union”) as the sole and exclusive bargaining agent for all employees whose bargaining rights are granted under Certificate #53-2018, issued by the Alberta Labour Relations Board (the “Bargaining Unit”).

- 04.02 The Employer shall not enter into any agreement with any individual employee or group of employees in the Bargaining Unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.
- 04.03 The Employer shall provide:
- a) a link to the CUPE 2157 website on its public website; and
  - b) a bulletin board in the workplace for the posting of Union notices.
- 04.04 The Employer and the Union agree to equally share the cost of printing this Agreement. The final draft and the type of booklet shall be approved by both parties prior to printing.
- 04.05 The Employer shall provide each new employee with a copy of this Agreement.

04.06 The Employer shall submit the following information to the Union regarding positions within the Bargaining Unit at the time they occur:

- a) job postings,
- b) appointments,
- c) hiring,
- d) layoffs,
- e) transfers,
- f) recalls,
- g) terminations,
- h) new volunteer agreements,
- i) current job descriptions
- j) changes to job descriptions,
- k) transfers of employees to positions outside the Bargaining Unit, and
- l) employees returning to the Bargaining Unit from outside the Bargaining Unit.

#### **ARTICLE 5 – BARGAINING UNIT WORK**

##### 05.01 Bargaining Unit Work

Non-Bargaining Unit employees shall not be employed in the performance of jobs included in the Bargaining Unit where such employment causes the lay off or other loss of employment or the reduction in normal hours of work or pay on the part of any Bargaining Unit employees.

05.02 If the Employer intends to contract out work regularly performed by employees in the Bargaining Unit it will notify the Union in writing of its intention and allow thirty (30) days for discussions about the reasons for the Employer’s intention and what measures might retain the work in the Bargaining Unit.

##### 05.03 Volunteers

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

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

#### **ARTICLE 6 – UNION DUES AND CHECKOFF**

06.01 The Employer shall deduct, from every employee, all Union dues, initiation fees or assessments in accordance with the Union’s Constitution and/or bylaws and owing by the employee to the Union.

- 06.02 Union dues shall be deducted once each pay period.
- 06.03 Union dues deductions shall be forwarded to the Treasurer of CUPE Local 2157 together with a list of employees' names, addresses, phone numbers, personal email address if provided to the Employer, wage and hours worked and the amounts of deductions not later than fifteen (15) days after the end of the pay period.
- 06.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the employees. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

#### **ARTICLE 7 – DISCRIMINATION AND HARASSMENT**

07.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliations or activity, sexual orientation, gender, gender identity, gender expression, marital or parental status, family relationship, place of residence, disability nor by reason of their membership or activity in the Union or any other reason prohibited by the Human Rights Act or any other law.

#### 07.02 Harassment

The Employer and the Union are committed to improving the workplace by maintaining a work environment for all its employees which is free from all forms of harassment.

In order to help enhance the dignity and self-worth of all employees the Employer and the Union are committed to a harassment free workplace. The Employer and the Union will not tolerate, ignore or condone workplace harassment and considers harassment to be a serious offence.

All employees are responsible for respecting the dignity and rights of their co-workers and the public they serve.

Should an employee feel that they have suffered harassment, the employee so affected is encouraged to speak out and bring the matter to the attention of a CUPE Executive member or the Human Resources Department for investigation and action.

#### **ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

08.01 A Labour Management Committee shall be established consisting of three (3) members appointed by the Employer, the Unit Vice President, one (1) employee of the Employer elected by the Union and an executive representative from the Union.

With reasonable notice to the Employer, the CUPE National Representative may also attend the Labour Management Committee and will not be used to replace a regular member of the committee.

08.02 The Functions of the Labour Management Committee:

- a) To examine and make recommendations to further the interests of improved services to the public;
- b) To examine and make recommendations regarding the concerns of employees relative to matters regarding employment which are not covered within this Agreement;
- c) Reviewing suggestions by employees;
- d) Sharing new or amended policies, procedures and regulations that have relevance to the employees' terms and conditions of work;
- e) Discussions on working conditions and service delivery;
- f) Promoting open communications between the employees and the Employer;
- g) Discuss other items of mutual interest.

08.03 Matters discussed by the Labour Management Committee will exclude matters that are currently in the grievance or arbitration procedures under the Agreement.

08.04 Meetings will take place on a quarterly basis during each year, or at the request of either party upon presentation of an agenda.

08.05 An Employer and a Union member shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

08.06 The agenda for the meeting shall be the responsibility of the presiding chairperson. The chairperson shall call for additions to the agenda in advance. Members of the committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance.

08.07 The committee will meet during regular operating hours of the library and employee members shall not suffer any loss of pay for the time spent attending labour management meetings. If a member is not scheduled to work at the time of a meeting, they shall attend voluntarily and without pay.

08.08 Meeting minutes will be prepared by the presiding chairperson within five (5) working days of the meeting and sent to the alternate chairperson for approval. Approved minutes will be sent by email to all members of the committee as soon as joint approval is obtained.

**ARTICLE 9 – UNION REPRESENTATIVES**

09.01 The Union will provide the names of employees who are authorized to perform duties as Union Representatives on behalf of the Union before the Employer shall be required to recognize them.

09.02 The Employer will allow an employee serving as a Union Representative sufficient time during their regular work hours to investigate and process grievances or be present in a disciplinary matter under

Clause 11.03. Approval will not be unreasonably withheld provided that sufficient time is given in which to grant the request. The Employer will continue to pay the regular wages and benefits for the employee during this time.

09.03 The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees. The National Representative shall have access to the Employer's premises upon reasonable notice to the Employer.

09.04 The Employer and the Union will equally share the cost of time lost for two (2) employees appointed to the Union's bargaining committee while engaged in collective bargaining with the Employer.

## **ARTICLE 10 – GRIEVANCE/ARBITRATION**

### 10.01 Definition of a Grievance

- a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.
- b) Grievances shall be either:
  - i. Individual Grievance relating to or affecting a specific employee; or,
  - ii. Policy Grievance relating to or affecting two (2) or more employees, or grievances involving a question of general application, administration or interpretation of this Agreement.

### 10.02 Grievance Procedure

The following steps shall outline the proper grievance procedure:

#### Step 1 – Informal Discussion with Manager

Within ten (10) days of the incident giving rise to the grievance, or from the date the employee reasonably ought to have known of the incident, the employee will have an informal discussion with their manager in an effort to settle the dispute.

The manager will respond in writing to the employee within seven (7) days of the discussion.

If the grievance is not settled at this stage, the Union may advance the grievance to Step 2.

#### Step 2

Failing satisfactory settlement at Step 1, and within ten (10) days after the response from the manager was received, or the time when the response should have been received, the Union will file the grievance in writing to Human Resources.



Human Resources shall convene a meeting with the Union and reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, the Union may advance the grievance to Step 3.

### Step 3

Failing satisfactory settlement at Step 2, and within ten (10) days after the response from Human Resources was received, or the time when the response should have been received, the Union will file the grievance in writing to the Library Director.

The Library Director shall convene a meeting with the Union and reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, the Union may advance the grievance to arbitration.

### 10.03 Arbitration

- a) Either party wishing to advance a grievance to arbitration shall, within thirty (30) days of the receipt of the decision from Step 3, or the time when the response should have been received, notify the other party of its intention to do so in writing, and its nominee for a single Arbitrator.
- b) Within fourteen (14) days of receiving notification that a grievance has been advanced to arbitration, the party receiving the notice shall respond in writing of receipt of the notice, and agreement of or alternative nominee for single Arbitrator.
- c) If the parties cannot agree to a single Arbitrator within fourteen (14) days after receiving the notice, either party may apply to the Director of Mediation Services of Alberta to appoint an Arbitrator pursuant to the Alberta Labour Relations Code.
- d) Each party shall pay one half of the fees and expenses of the Arbitrator.

10.04 Policy grievances and grievances concerning layoffs, recalls and terminations shall be initiated at Step 3 of the grievance procedure.

10.05 A grievance by the Employer shall be submitted in writing to the Unit Vice President. The Union will meet with the Employer and reply in writing within fourteen (14) days of receiving the grievance. If the grievance is not settled at this stage, the Employer may advance the grievance to the Executive Board of CUPE 2157. The Executive Board will meet with the Employer and reply in writing within fourteen (14) days of receiving the grievance. If the grievance is not settled, the Employer may advance the grievance to arbitration.

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

### 10.07 Failure to Act Within Time Limits

The presentation and processing of any grievance must be followed strictly according to the grievance procedure and within the applicable time limits. If either party fails to comply with the applicable

stages and time limits set out, the grievance shall proceed according to the required time limits to the next succeeding stage of the grievance procedure.

- 10.08 An employee who is party to a grievance or arbitration or is required to attend as a witness in a grievance or arbitration proceeding, shall suffer no loss of pay for time spent attending grievance or arbitration proceedings.

## **ARTICLE 11 – DISCIPLINE**

- 11.01 The Employer shall have the right to discipline an employee for just cause. An employee who considers that they have been unfairly disciplined shall have the right to grieve.
- 11.02 a) When the Employer deems it necessary to discipline an employee, such notice of discipline shall be given to the employee and to the Union in writing within three (3) days of the alleged disciplinary matter, or of the alleged disciplinary matter coming to the attention of the Employer.
- b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee and Union in writing within three (3) days of the alleged disciplinary matter or of the alleged disciplinary matter coming to the attention of the Employer, of the intent to investigate the matter and that further action may be taken. Such further action must be taken by the Employer as soon as possible and in any event no longer than thirty (30) days of the date the notice of intent to investigate the matter further was given to the employee and Union. If the employee is absent during this period, the period for further action will be extended by the length of the absence. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

### **11.03 Union Representation**

A Union Representative shall be present at any time when the Employer is meeting with an employee for the purpose of discipline or dismissal or investigation which may lead to discipline or dismissal.

### **11.04 Waiver of Union Representation for Disciplinary Action**

If an employee does not wish to have Union representation when facing disciplinary action, they must first consult with a Union Representative and sign a waiver provided by the Union Representative. The Union Representative shall inform the employee that signing the waiver does not prevent the Union from filing a grievance on behalf of the employee.

- 11.05 If performance issues/concerns are unable to be resolved through regular supervision, discipline will occur in the following order:

#### **Step 1 – Counseling Session**

Counseling sessions are a non-disciplinary step in the process. Union representation is not required. The counseling session documentation must include the specific facts of the issue including date, time, place and action(s), and clear expectations for improvement.

### Step 2 – Warning

A Step 2 warning will be given to the employee and a letter will be signed off by the Employer, the employee and a Union Representative, indicating the warning was issued.

### Step 3 – Warning

A Step 3 warning will be given to the employee and the letter will be signed off by the Employer, the employee and a Union Representative, indicating the receipt of the warning.

### Step 4 – Suspension Without Pay

Suspension without pay will be given to the employee and can range from one (1) to seven (7) working days. A letter will be signed off by the Employer, the employee and a Union Representative, indicating the suspension was issued.

At each step, the employee will be given an explanation of when/how the unacceptable behaviour took place; this includes the reason(s) as to why it is unacceptable, and the employee will be afforded the opportunity to discuss and rectify any ongoing issues as they arise.

Reasons and actions will be specifically discussed. A plan, including timelines and measures to show improvement, will be created with input and commitment by the Employer and employee.

### Step 5 – Termination of Employment

After all previous steps have been exhausted and acceptable improvement has not been demonstrated, the employee may be terminated for just cause.

In cases of serious employee misconduct, the employee may be suspended or terminated without following the above process.

## 11.06 Personnel File

- a) The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer.
- b) In order to assist in the resolution of grievances, an employee, or their Union Representative with the written authority of the employee, shall be entitled to review their personnel file when requested in writing with at least seventy-two (72) hours' notice. An employee shall have the right to have copies of any material contained in their personnel file.
- c) The employee shall have the right to respond in writing to any document contained therein. The employee's reply shall become part of the employee's personnel file.

11.07 When a grievance has been filed regarding a disciplinary action and the Employer has either allowed the grievance or reduced the discipline levied against the employee, the personnel file will be amended to reflect this action by removing previous items and, if reduced, replacing them with a changed item reflecting the resolution of the grievance.

- 11.08 A written warning shall be removed from the employee's personnel record and shall not be used against an employee where the employee has worked for thirty-six (36) months without further discipline.

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority is defined as the hours of service as a Full-Time Employee and/or Part-Time Employee in the Bargaining Unit from the most recent date of hire and shall include service with the Employer prior to the certification of the Union. Term Employees and Student Employees shall not accumulate seniority.
- 12.02 The Employer shall maintain a seniority list showing the date each employee's service commenced and accumulated seniority calculated under Clause 12.03. A current seniority list shall be provided to the Union and posted on the bulletin board in January and June of each year.
- 12.03 Full-Time Employees and Part-Time Employees shall accumulate seniority calculated as the sum of regular hours worked (excluding overtime hours as per Article 19) or on paid leaves provided for in this Agreement. For the purposes of calculating seniority, an employee shall be considered to have worked their minimum hours during periods the employee is using accumulated sick leave or receiving disability or WCB benefits, on leaves where seniority accumulation is required under the Alberta Employment Standards Code, or on Union Leave under Article 26.
- 12.04 a) An employee who is hired as a Full-Time Employee or Part-Time Employee without a break in employment of greater than thirty (30) days shall have their accumulated seniority calculated under Clause 12.03 include their hours worked as a Term Employee or Student Employee from the last break in employment of greater than thirty (30) days.
- b) An employee who has a break in employment of greater than thirty (30) days for reason of post secondary education that is required in a job description of the Employer will have their accumulated seniority calculated under Clause 12.04 a) and Clause 12.03 provided their break in employment is not greater than ten (10) months.
- 12.05 Loss of Seniority

An employee shall not lose seniority if the employee is absent from work because of sickness, accident, lay off, or leave of absence approved by the Employer. An employee shall lose seniority in the event the employee:

- a) Is discharged for just cause and not reinstated;
- b) Resigns, in writing or verbally, and does not withdraw their resignation within two (2) days;
- c) Is absent from work in excess of three (3) days without sufficient cause or without notifying the Employer, unless notification was not reasonably possible;
- d) Fails to return to work within ten (10) days following recall from layoff;

- e) Is laid off for a period exceeding twelve (12) months.

12.06 After successful completion of the probationary period, seniority shall be effective from the date of hire.

## **ARTICLE 13 – JOB POSTINGS**

### 13.01 Posting

- a) When a vacancy occurs, or new positions are established within the scope of this Agreement, a job posting notice shall be posted on the internal shared drive and notice boards and sent via email to all library staff. Job posting notices shall contain the job description, hours of work and the rate of pay applicable.
- b) Positions that have become vacant shall be posted within fourteen (14) days. If a position will not be posted, the Employer will notify the Union in writing and include the reasons why the position is no longer required.
- c) When a vacant position is posted, it shall be posted internally for nine (9) days and externally for fourteen (14) days. Postings may occur simultaneously.
- d) The posting shall state that the Employer may, at its discretion, waive all or part of the education or experience requirements in the event there is no qualified applicant.

### 13.02 Selection

- a) Non-probationary employees shall be eligible to apply on job postings by submitting a written application as directed on the posting. Applications from probationary employees will be considered with external candidates.
- b) Where two (2) or more applicants for a job posting are considered relatively equal, seniority shall govern.

### 13.03 Exempt Positions

- a) If an employee accepts a temporary position with the Employer which is exempt from the Bargaining Unit for a term of less than one (1) calendar year, the employee shall continue to accrue seniority in the Bargaining Unit. After one (1) calendar year, the employee's seniority will be frozen from the date they left the Bargaining Unit.
- b) If an employee applies for and is successful for a permanent position exempt from the Bargaining Unit, their seniority shall remain frozen for a period of sixty (60) days for the employee to have a trial period. At the end of the exempt trial period, the employee's seniority will be lost if they do not return to a Bargaining Unit position.
- c) Employees in exempt positions will continue to pay Union dues while their Bargaining Unit seniority is accruing or frozen.

13.04 Trial Period

- a) An employee changing positions shall be on a trial period for sixty (60) days. In the event the employee is not successful during the trial period, they shall be returned to their former position and rate of pay. During the trial period the employee may choose to return to their former position and rate of pay.
- b) If the position is awarded to an employee who has been counseled concerning attendance or performance issues or had disciplinary steps within the previous twelve (12) months, the trial period shall be one hundred and eighty (180) days. If the employee is not successful during the trial period, the employee will return to their former position, or a similar position if the former position has been filled.

13.05 An employee promoted to a position with a higher rate of pay shall commence work in the position at the rate of pay increment next higher to the rate of pay of the position they are leaving.

13.06 Assignments

- a) When the Employer assigns an employee to perform a position with a higher rate of pay, the employee shall be paid at the rate of pay increment next higher than their rate of pay in their present position.
- b) When the Employer assigns an employee to perform a position with a lower rate of pay, the employee shall be paid the employee's regular rate of pay.

13.07 New or Changed Positions

- a) The Employer may institute new positions in addition to those listed in Schedule A. Should a new position be instituted, the Employer shall establish the rate of pay and submit the rate of pay to the Union in writing and post the position and rate of pay in the manner required by Article 13. The posting shall indicate that the rate of pay is subject to agreement between the Union and the Employer. Within thirty (30) days of such submission and posting, the Union may request to meet with the Employer to review the rate of pay for the position and if mutual agreement cannot be reached, the difference may be referred to arbitration under Article 10. Any change in the rate of pay resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new position was instituted by the Employer.
- b) If the Union claims that the duties of an existing position have been changed to an extent sufficient to alter the rate of pay, the Union may submit a request in writing to the Employer specifying the changes in duties and proposed change in the rate of pay. If agreement cannot be reached on a rate of pay, the difference may be referred to arbitration under Article 10. Any change in the rate of pay resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

- c) The Employer shall consult with the Union when a job description is changed to adjust educational or experience requirements prior to posting.

#### **ARTICLE 14 – PROBATION**

##### **14.01 Probation of Newly Hired Employees**

New employees shall be required to serve a probationary period of four hundred and fifty-five (455) hours worked from the date of hire.

- 14.02 During the probationary period, the employee shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge. Employment of a probationary employee may be terminated during the probation period without recourse to the grievance procedure except where the Union claims the termination is for reasons contrary to the protections in the Alberta Human Rights Act.

#### **ARTICLE 15 – TECHNOLOGICAL CHANGE**

- 15.01 The Employer shall notify the Union three (3) months before the introduction of any technological change, which will displace an employee from their job.

- a) An employee who is displaced from their job as a result of technological change shall:
  - i. fill any vacancy for which the employee has seniority and is able to perform, and if there is no vacancy, shall displace a less senior employee in a job the employee is able to perform, or,
  - ii. receive severance pay based on two (2) week's pay for each year of seniority.
- b) Where new or greater skills are required because of technological change than are possessed by the affected employees but are within the capability of the affected employees to acquire with a reasonable period of training, the employees shall, at the expense of the Employer, be provided the training.

#### **ARTICLE 16 – HOURS OF WORK**

- 16.01 The work week is Friday to Thursday.

- 16.02 The Employer operates fifty-two (52) weeks of the year. Employees may be required to work various shifts throughout the days and weeks and hours of the day in accordance with posted schedules.

- a) Hours of work for Full-Time Employees, as per posted schedules, shall be in accordance with Clause 2.04 exclusive of meal breaks.
- b) Hours of work for Part-Time Employees shall be in accordance with Clause 2.05.

- c) Subject to Clause 2.05, Part-Time Employees will be able to use their seniority when selecting their hours of work.
- d) Work schedules will be posted at least four (4) weeks in advance.
- e) An employee's scheduled hours shall not be construed as a guarantee of hours of work or pay.
- f) An employee reporting for work as scheduled will receive a minimum of three (3) hours work or pay in lieu.

16.03 The Employer will provide seven (7) days' notice to an employee of a change in hours of work from the posted work schedule. Where circumstances prevent the Employer from providing seven (7) days' notice, the Employer shall provide notice to the affected employee upon becoming aware of the need for the change.

16.04 Shift Exchanges

Employees with the same qualifications may:

- a) Exchange shifts within the posted work schedule, or
- b) Work a shift in place of the other employee,

provided it does not result in an employee exceeding the maximum biweekly hours of work in Article 2 within the same pay period and is approved in advance by the Employer.

16.05 Work at Rural Locations

An employee scheduled to travel and work at a location outside of Fort McMurray shall provide their own lunch for the first day. The employee will be reimbursed for an evening meal on the first day and accommodation and actual meal expenses in accordance with the Employer's policy for subsequent days performing the work or if prevented from returning as scheduled because of travel issues.

16.06 Rest Periods

Employees shall be provided with the following rest periods:

- a) Seven (7) consecutive hours of work:
  - i. One (1) hour unpaid meal break around the mid-point of the hours of work; and
  - ii. Two (2) fifteen (15) minute paid breaks.
- b) Five (5) consecutive hours of work:
  - i. One (1) thirty-minute paid break; or
  - ii. With the approval of the Employer, two (2) fifteen (15) minute paid breaks.



- c) Three (3) consecutive hours of work:
  - i. One (1) fifteen (15) minute paid break.
- d) An employee on a paid break may be required to remain on the premises and be available to respond to a service request.

#### **ARTICLE 17 – OVERTIME**

17.01 Overtime will be paid at the rate of one and one half times (1.5x) the employee’s regular rate of pay for hours worked over:

- a) seven (7) hours in a day; or
- b) thirty-five (35) hours in a week.

#### 17.02 Banked Overtime

An employee may take time off work with pay at a rate of one and one half (1.5x) hours for each overtime hour worked subject to the following:

- a) The employee and the Employer agree to the banked overtime; and
- b) The banked overtime is taken within six (6) months of the pay period in which it was earned.

If the employee and Employer have not agreed for the banked overtime to be taken, the Employer will schedule the time off work before the end of the six (6) month period.

#### **ARTICLE 18 – PAYMENT OF WAGES**

18.01 Employees will be paid bi-weekly for all hours worked at the rates set out in Schedule “A”.

18.02 The pay periods begin on Friday and end on Thursday.

18.03 If the Employer wishes to alter the existing bi-weekly pay system, the Union and each employee shall receive two (2) months’ written notice of the proposed changes. An employee will not suffer any loss of pay or benefits due to a change in the pay system. The Employer will consult with the Union prior to implementation of any proposed changes.

#### 18.04 Recovery of Overpayments

- a) Where an employee has been overpaid, the Employer shall recover the amount of the overpayment made in the previous six (6) months from the employee’s wages using the following procedure:

- i. The Employer shall meet with the employee and a Union Representative to confirm in writing:
    - a. the calculation of the amount of the overpayment; and
    - b. how the overpayment shall be recovered from the employee's pay;
  - ii. If the overpayment is recovered by instalments deducted from the employee's pay, the deductions shall not reduce the employee's normal weekly earnings below eighty-five percent (85%), or lower than the minimum wage as prescribed by the Alberta Employment Standards Code.
- b) Where the pay level for a position in a letter of offer is incorrect, the overpayment will be absorbed by the Employer and corrected on a go forward basis.

#### **ARTICLE 19 – LAYOFF AND RECALL**

19.01 The Employer and Union recognize that job security shall increase in proportion to seniority; therefore, in the event of a layoff, where qualifications are equal, employees shall be laid off in reverse order of seniority.

19.02 A layoff shall include:

- a) a reduction in the workforce; or
- b) a permanent reduction in the hours of a Full-Time Employee below seventy (70) hours weekly;  
or
- c) a permanent reduction in the hours of a Part-Time Employee below ten (10) hours biweekly.

19.03 An employee shall receive:

- a) fourteen (14) days advance notice before being laid off; or
- b) pay in lieu of notice based on the employee's minimum hours of work under Article 2; or
- c) a combination of a) and b).

19.04 Layoff Procedure

An employee who has been given layoff notice, shall within forty-eight (48) hours, choose one of the following options:

- a) Take a vacancy that is available, provided the employee has the qualifications to perform the work.

- b) Displace the least senior employee in a position with the same or lesser rate of pay provided the employee has the qualifications to perform the work.
- c) Choose to accept layoff and go on the recall list. Seniority and benefit accruals will be frozen as of the date of layoff until the employee is recalled or the recall period expires.
- d) Elect to take termination pay.

19.05 Recall

- a) When a vacancy occurs, or new positions are established within the scope of this Agreement, an employee on the recall list with the qualifications to perform the work shall be recalled prior to the position being posted internally or externally.
- b) Employees shall be recalled to available positions in order of seniority, provided they have the qualifications to perform the work available.
- c) An employee who refuses to accept a position that is relatively equivalent to the position the employee held prior to layoff or fails to report within ten (10) days of the date the employee was recalled will be struck from the recall list and all obligations towards the employee shall end.
- d) Employees who have received layoff notice shall maintain the right of recall to their former equivalency and classification for a period of twelve (12) months.
- e) An employee who has been laid off and accepts or chooses to take a position at a lower rate of pay, or less hours of work, in order to continue employment, shall have the right to return to their former position should it become available within twelve (12) months of lay off.

19.06 While on layoff, employees are responsible for keeping the Employer informed of the contact information they want the Employer to use for recall.

19.07 Termination Pay

Termination pay will be paid in accordance with the Alberta Employment Standards Code.

**ARTICLE 20 – GENERAL HOLIDAYS**

20.01 The Employer recognizes the following as General Holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Easter Monday	Heritage Day
Canada Day	Thanksgiving Day
Labour Day	Christmas Day
Remembrance Day	Boxing Day
Any other holiday required by legislation to be provided to employees	

20.02 General Holiday Pay

General Holiday pay will be the employee's average daily wage calculated as five percent (5%) of the employee's wages, General Holiday pay and vacation pay earned in the four (4) weeks immediately preceding the General Holiday.

20.03 Employees who do not work the General Holiday are entitled to receive General Holiday pay unless:

- a) the employee doesn't work on a General Holiday but is required or scheduled to do so; or
- b) is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the first regular working day after, the General Holiday.

20.04 Employees who work on a General Holiday will receive one and one half (1.5x) times the employee's regular rate of pay for regular hours worked (excluding overtime hours) in addition to General Holiday pay.

20.05 If an employee who is eligible for General Holiday pay is on vacation when a General Holiday occurs, the employee will receive General Holiday Pay and will not have any vacation hours deducted from their vacation entitlement.

**ARTICLE 21 - VACATION**

21.01 Full-Time Employees

Full-Time Employees shall accrue vacation entitlement on a bi-weekly basis according to their anniversary months of employment, in accordance with the following:

- a) The vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
- b) An employee entering the service of the Employer during the vacation year will commence accruing vacation from their date of employment.
- c) Newly hired employees will not be entitled to take paid vacation time off until they have completed their probationary period.
- d) Notwithstanding that an employee is accruing vacation during the vacation year, on January 1<sup>st</sup> of each year, the Employer will credit each employee with their maximum accrual under Clause 21.01 f) for the vacation year.
- e) Paid vacation shall accrue at the employee's regular rate of pay on all regular paid hours at the accrual rate in 21.01 f) below.

f) Vacation entitlement is as follows:

Anniversary months of continuous employment:	Maximum paid vacation accrual:
Upon hire	105 hours (3 weeks)
After 5 years (60 months)	140 hours (4 weeks)
After 11 years (120 months)	175 hours (5 weeks)
After 15 years (180 months)	210 hours (6 weeks)

- g) If a General Holiday falls during an employee's annual vacation, the employee shall be paid the General Holiday pay for that day, not vacation pay.
- h) An employee may carry over thirty-five (35) hours of vacation entitlement to be used in the first three (3) months of the following vacation year with the approval of the Employer. The employee must obtain the approval of the Employer at least thirty (30) days prior to the end of the vacation year.
- i) If the employee's employment terminates during the vacation year, and the employee has taken more vacation pay than the employee has accrued, the amount owing to the Employer will be deducted from the employee's final pay entitlements. If the employee's final pay is insufficient to repay the Employer, the amount outstanding will be a debt owing to the Employer to be paid by the employee.

21.02 Part-Time, Term and Student Employees

- a) Part-Time, Term and Student Employees are paid six percent (6%) of regular pay as vacation pay each pay period.
- b) Part-Time Employees that have completed their probationary period are entitled to request the following period of consecutive days off each calendar year ("annual leave days"):

	Annual Leave Days
After 1 year	21
After 5 years	28
After 11 years	30
After 15 years	42

Where a Part-Time Employee wishes to reduce their obligation to work the minimum weekly hours as set out in Article 2, seven (7) days are deducted from the annual leave entitlement.

**ARTICLE 22 – EMPLOYEE BENEFITS AND PENSION**

22.01 The Employer shall pay one hundred percent (100%) of premiums for benefits of Full-Time Employees that have completed their probationary period and their dependents as outlined in Desjardins Policy Number 644492, except short-term disability and long-term disability.

Premiums for short-term disability and long-term disability benefits are paid one hundred percent (100%) by the employee.

- a) Employees will be given an initial benefits booklet, but detailed terms and conditions will be available electronically from the benefit provider.
- b) The Employer agrees that the benefits coverage will not be reduced during the term of the Agreement.
- c) Provided that the benefits are not reduced, the Employer may at any time substitute another carrier or other carriers to underwrite the benefit program. The Union shall be advised of any such change in carrier.

22.02 Full-Time Employees will be enrolled in the Local Authorities Pension Plan.

22.03 Employee and Family Assistance Plan

The Employer will maintain an Employee and Family Assistance Plan (EFAP) in conjunction with the Regional Municipality of Wood Buffalo EFAP plan for all employees.

**ARTICLE 23 – SICK LEAVE**

23.01 A Full-Time Employee who has completed their probationary period will accrue sick leave with pay at the rate of ten and one half (10.5) hours per month.

23.02 Unused sick leave with pay will accrue to a maximum of four hundred twenty (420) hours.

23.03 Notwithstanding Clause 23.02, an employee, who at date of ratification of this Agreement, has accrued more than the maximum permitted accrual, shall have that accrual available for use as set out in this article but no further accrual shall be allowed until the amount drops below the maximum permitted accrual.

23.04 Sick leave with pay will not accrue when an employee is:

- a) on short-term disability;
- b) on long-term disability; or
- c) on a leave of absence without pay, with the exception of Union Leave under Clause 26.02 or Clause 26.03.

23.05 Sick leave with pay shall be used when an employee is unable to work due to non-occupational illness or injury subject to the following:

- a) The employee is required to report their inability to work due to illness or injury to the Employer prior to the commencement of their workday:

- i. at least one (1) hour in advance of a day shift; or
    - ii. at least two (2) hours in advance of an afternoon or evening shift.
  - b) The employee shall provide the Employer with their expected return to work date;
  - c) The employee immediately informs the Employer of any change in their expected return to work date.
  - d) The employee provides a medical assessment form for absences exceeding three (3) consecutive working days. An employee may be required to produce a medical assessment form for any absences of three (3) days or less at the discretion of the Employer.
  - e) If the employee is absent from work beyond seven (7) days, the employee applies for short-term disability.
- 23.06 On the fifth (5th) and each subsequent incident of absence due to illness in a calendar year, sick leave shall be payable at seventy-five percent (75%) of the employee's regular rate of pay unless the employee provides medical certification of a reason for the repetitive pattern of absences.
- 23.07 An employee may use accrued sick leave with pay at the rate of one third (1/3) of a sick leave day to top up their short-term disability benefit.
- 23.08 An employee who, is required to attend a medical specialist appointment or a medical service which is unavailable in their community, may use accrued sick leave with pay to travel out-of-town to the appointment or service. One (1) travel day per occurrence may be taken to a maximum of two (2) days per calendar year. The employee must give the Employer reasonable notice and provide proof of attendance.

23.09 Personal and Family Responsibility Leave

An employee is entitled to up to five (5) days of leave in a calendar year, but only to the extent that the leave is necessary

- a) for the health of the employee; or
- b) for the employee to meet the employee's family responsibilities in relation to a family member as defined in the Alberta Employment Standards Code.

The employee shall use accrued sick leave with pay if the leave under b) is for:

- a) a spouse or common-law partner of the employee;
- b) a child of the employee or the employee's spouse or common law partner; or
- c) a parent of the employee or a spouse or common law partner of the parent.

Before taking a leave, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer and employee may agree that the employee may take the leave in half day increments if required. The days of leave cannot be carried over into a new calendar year.

#### 23.10 Part-Time Employee Short-Term Disability Plan

Effective January 1, 2019, the Employer will provide a short-term disability plan for Part-Time Employees as follows:

- a) 100% Employer paid.
- b) The short-term disability plan takes effect after the 7-day waiting (elimination) period, or on the first day a Part-Time Employee is hospitalized, whichever is sooner.
- c) The plan will pay sixty-six and two-thirds percent (66 2/3%) of weekly hours and pay (calculation determined by carrier).
- d) Short-term disability will have a maximum duration of 17 weeks.
- e) Approval to the plan will be based on medical certification required by the carrier.

### **ARTICLE 24 – LEAVE OF ABSENCE**

24.01 An employee may request leave of absence without pay or benefits, or seniority accrual, for good and sufficient cause up to a maximum of three (3) months. The request shall be in writing not less than sixty (60) days prior to the commencement of leave except in the case of emergencies. The Employer shall determine if the leave can be accommodated without extra cost to the Employer and respond in writing to such request within fourteen (14) days of the requested leave commencement date. Good and sufficient cause does not include working for another employer.

#### 24.02 Bereavement Leave

- a) A Full-Time Employee may use up to four (4) work days leave without loss of pay for the purpose of bereavement in the death of a parent, step parent, current spouse, brother, sister, step siblings, child, foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of current spouse.

The leave shall be taken:

- i. on regularly scheduled consecutive workdays immediately following the death; or
- ii. the employee may use one (1) or more days immediately following the death and the remaining days consecutively to attend a funeral, burial, memorial service or celebration of life scheduled for a later date.



Consideration will be given to providing reasonable traveling time for travel outside the province to a maximum of two (2) days with pay.

- b) A Part-Time Employee will be granted bereavement leave under a) above without pay. The Employer will endeavour to schedule hours of work for the employee around the leave to enable the employee to work the minimum hours in Clause 2.05. Annual leave days under Clause 21.02 will not be deducted if the employee is unable to work the minimum hours in the week of bereavement leave.

#### 24.03 Witnesses and Jury Duty

- a) A Full-Time Employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid to the employee for such an appearance is given to the Employer. Employees are required to provide court supplied documentation in order to receive payment for the absence.
- b) The Employer will endeavour to schedule hours of work for a Part-Time Employee around the leave to enable the employee to work the minimum hours in Clause 2.05. Annual leave days under Clause 21.02 will not be deducted if the employee is unable to work the minimum hours in the week of witness and jury duty leave.

#### 24.04 Floater Days

Full-Time Employees will be entitled to two (2) days off with pay each calendar year as follows:

- a) The first floater day off will be credited on January 1<sup>st</sup>; and
- b) The second floater day will be credited on July 2<sup>nd</sup>.

Floater days must be used before December 15<sup>th</sup>. Unused floater days will be forfeited and will not be paid out.

#### 24.05 Vulnerable Sector Checks

Employees will be allowed thirty (30) minutes paid time away from the job to renew their vulnerable sector check.

### **ARTICLE 25 – MATERNITY AND PARENTAL LEAVE**

- 25.01 Maternity and parental leave shall be granted in accordance with the Alberta Employment Standards Code. Employees on maternity and/or parental leave shall continue to accrue seniority.

## **ARTICLE 26 – UNION LEAVE**

### **26.01 Leave of Absence for Full-Time Union or Public Duties**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal, Provincial or Municipal election. Employees may continue benefits through the Employer at the employee's cost. If elected the employee shall be granted leave of absence without loss of seniority for the term of the elected office.

In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, the employee shall be given leave of absence for a period of up to two (2) years and extended in the event of re-election.

### **26.02 Leave of absence without pay for Union employment shall be granted under the following conditions:**

- a) In the event that an employee becomes a full-time or part-time official of the Local Union, the employee shall be granted leave of absence for the purpose of carrying out the duties of the employee's office. Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.
- b) Upon application the Employer shall agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

26.03 An employee elected as a delegate to Union conventions, seminars, or training sessions shall be granted leave of absence. Leave of absence for these events shall be requested at least ten (10) working days in advance to the Employer. If more than one (1) employee from the same classification or area, is elected to attend a Union convention, seminar, or training session, where their absence may result in an area being unable to provide service, the Union will obtain approval for the leave from the Employer. Such leave shall not be unreasonably withheld.

26.04 The notice from the Union requesting the leave under Clause 26.02 and 26.03 shall specify the hours of pay and benefits that the Employer is to pay the employee during the leave. The Union will reimburse the Employer for the cost of pay and benefits after each pay period.

## **ARTICLE 27 – HEALTH AND SAFETY**

27.01 The Employer and the Union agree to cooperate in conducting operations in a manner which will provide protection of the health and safety of employees.

27.02 Joint Health and Safety Committee

- a) The Joint Health and Safety Committee required by the Alberta Occupational Health & Safety Act shall be comprised of two (2) representatives of the Employer and two (2) worker representatives.
- b) The worker representatives shall be appointed by the Union.

**ARTICLE 28 – COST OF LIVING ALLOWANCE (COLA) GUIDELINES**

28.01 The Employer agrees that Full-Time Employees that are not on unpaid leave in excess of thirty (30) days shall be paid a Cost of Living Allowance as it pertains to the excessive costs of living in the Regional Municipality of Wood Buffalo, Alberta. This amount will be four hundred and eighty dollars (\$480.00) paid on a bi-weekly basis.

The Employer will provide the Union with a nine (9) month notice period if the COLA paid is decreased.

**ARTICLE 29 – SERVICE RECOGNITION**

29.01 Years of service and recognition pre-paid visas amounts are as follows for Full-Time Employees:

- a) Five (5) years – two hundred and fifty dollars (\$250.00)
- b) Ten (10) years – five hundred dollars (\$500.00)
- c) Fifteen (15) years – seven hundred and fifty dollars (\$750.00)
- d) Twenty (20) years – one thousand dollars (\$1,000.00)
- e) Twenty-five (25) years – one thousand five hundred dollars (\$1,500.00)

29.02 Years of service and recognition pre-paid visas amounts are as follows for Part-Time Employees:

- a) Five (5) years – one hundred and twenty-five dollars (\$125.00)
- b) Ten (10) years – two hundred and fifty dollars (\$250.00)
- c) Fifteen (15) years – three hundred and seventy-five dollars (\$375.00)
- d) Twenty (20) years – five hundred dollars (\$500.00)
- e) Twenty-five (25) years – seven hundred and fifty dollars (\$750.00)

SCHEDULE "A"

**Wage Rates**

	Start	Years of Service		
	1	2	3	5
Page	\$15.66	\$16.05	\$16.45	
Assistant	\$27.83	\$28.18	\$28.53	\$29.98
Associate	\$30.37	\$31.89	\$33.48	\$36.91
Coordinator	\$32.92	\$34.57	\$36.30	\$40.02
Secretary/Bookkeeper	\$33.73	\$35.42	\$37.19	\$41.00
Librarian	\$34.58	\$36.31	\$38.12	\$42.03
System Admin.	\$36.03	\$37.83	\$38.77	\$42.75

The Employer and Union acknowledge that the wage rates of employees have been frozen for years because of the Employer's financial circumstances and that employees have not been moved up the levels in Schedule "A" based on years of service; employees will not be moved up the levels based on years of service during the term of this Agreement; however the rates of pay that employees are currently receiving will be increased as follows:

- a) **Effective January 1, 2019** – no change in rates of pay employees are currently receiving.
- b) **Effective January 1, 2020** – 1.25% increase in current rate of pay for all employees that have completed 1 year of service; employees at the 5-year rate will receive a lump sum equal to 1.25% in lieu of an increase.
- c) **Effective January 1, 2021** – 1.25% increase in current rate of pay for all employees that have completed 1 year of service; employees at the 5-year rate will receive a lump sum equal to 1.25% in lieu of an increase.

IN WITNESS THEREOF the Parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

Signed, Sealed and Delivered this 11<sup>th</sup> day of February 2019, in the presence of:

**WOOD BUFFALO REGIONAL LIBRARY**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2157-01**

M. Furt.

Phil.

Mut.

h. Matt.

J.