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COLLECTIVE AGREEMENT

BETWEEN

THE MEDICINE HAT PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46

January 1, 1993 - December 31, 1996

1017701

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Shading indicates a change in contractual language from the previous agreement.

ARTICLES OF AGREEMENT made in duplicate.

BETWEEN:

THE MEDICINE HAT PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Board" or as the "Employer")

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

WITNESSETH THAT THE PARTIES HERETO have agreed as follows:

PREAMBLE - PURPOSE

Whereas it is the desire of both parties to this Agreement to maintain and develop the existing harmonious relations between the Board and the Members of the Local, to promote co-operation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of salaries, to encourage economy of operation and elimination of waste, and to promote moral and well-being of all employees in the bargaining unit represented by the Local, all with the view of providing adequate library service to the citizens of Medicine Hat.

Therefore, to implement the foregoing, the parties hereby mutually covenant and agree to the following:

- 1. TERM OF**
- (a) This Agreement shall be in full force and effect as of the first day of January, 1993 and continue in full force and effect to the 31st day of December, 1996 and from year to year thereafter except as hereinafter provided.
 - (b) Either party may amend or terminate this Agreement on any anniversary date by notice in writing to the other party within the one hundred and twenty (120) day period prior to such anniversary date.
 - (c) If notice to negotiate has been given by either party prior to any notice to terminate by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said termination date, until such time as an Agreement is reached or until notice of legal strike or lockout has been served.

- (d) **Pre-negotiation studies may be carried out** If this is mutually agreeable to both parties.
- (e) **Any changes deemed necessary to this Collective Agreement may be made by mutual agreement between the Board and the Canadian Union of Public Employees, Local 46,** during the term of existence of this Collective Agreement.
- (9) while this **Agreement** remains in effect to the anniversary date, neither the Board nor the Union **shall cause** a suspension of work because of any **differences or disputes** that **may arise between the two** parties as to the interpretation of the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- (a) The Employer **recognizes** the Canadian Union of Public **Employees** and its **Local** as **the sole and exclusive** collective bargaining agency **for all** employees covered by this Collective Agreement and as per authority granted by the **Alberta** Labour Relations Code and the decisions of the Alberta Labour Relations Board.
- (b) The Board **agrees** not to bargain **collectively** with any other Labour organization affecting Library employees **specified or** covered by this Agreement.
- (c) No employees covered by this Agreement shall be asked **to** make a **written** or verbal **agreement** with the Board covering **hours of work, wages or** other conditions during the **life** of this Agreement except as may be approved by the Union.
- (d) Except for the purposes of **instruction**, experimenting or in **emergencies** when **permanent employees are** not readily available, persons **not** covered by the **terms of** this Agreement will not work on jobs which are normally done by **employees covered** by this Agreement **where such activities would result in a layoff or reduction in the normal hours or remuneration of a Union employee.**

ARTICLE 3 - DEFINITIONS

- (a) **LIBRARIAN** - shall mean the Chief Librarian.

EMPLOYEE - shall mean all employees **of** the Medicine Hat Public Library pursuant to Board of Industrial Relations **Declaration No. 8-71**, **except those persons excluded** by the Alberta Labour Relations Board and/or the **parties hereto** by virtue of **said person** holding a **managerial** position or is in a **confidential capacity** in **matters** relating to labour **relations**.

PERMANENT POSITION - when used in this Agreement shall mean a position **established** by the Board as a **permanent** position for the purposes of this Agreement.

PERMANENT EMPLOYEE - when used in this Agreement shall mean an **employee** who is filling a **permanent** position in either a full time or part time **capacity** and has **successfully** completed the **required** six (6) month probationary period.

PROBATIONARY EMPLOYEE - **when used** in this Agreement shall mean **any** **employee** filling a position coming within the scope of the Agreement and is **servng** the required probationary period.

TEMPORARY EMPLOYEE- when used in this Agreement shall mean any employee who is employed for relief purposes or peak periods of up to four (4) months or such periods as shall be mutually agreed upon by the parties. Such employees shall not in any way displace permanent employees nor will they be retained in or granted work in preference to permanent employees who normally perform the work. Such employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

- (b) Words in the singular shall include the plural and words in the plural shall include the singular unless otherwise indicated in the context.
- (c) The feminine gender as used herein shall also mean and include the masculine unless otherwise indicated in the context.

ARTICLE 4 - DISCRIMINATION

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

ARTICLE 5 - USING POSITION

No member of the Board or the Librarian shall use his or her position to solicit donations from Library employees for any purpose whatsoever.

ARTICLE 6 - RIGHTS

The Union recognizes the right of the Library Board to hire, promote, transfer, discharge, suspend, or otherwise discipline any employee for just cause, subject to the right of the grievance procedure as provided in Article 7 of this Agreement. The Union further recognizes the right of the Board to operate and manage its business in all respects in accordance with its commitments and responsibilities within the Alberta Libraries Act.

ARTICLE 7 - GRIEVANCES

- (a) All grievances between the employees and the Board shall be settled in the following procedure:

Step 1

The employee(s) concerned may first refer the matter to the appointed Grievance Representative of the Union who may take the matter up with the Librarian. The Librarian shall discuss the grievance(s) with the Union representative (with the employee(s) concerned not being present, however, by mutual agreement of the two parties, the employee(s) may be present). The Librarian shall render a decision within two (2) working days of being notified of the grievance. Should the grievance not be resolved it shall then proceed to Step 2.

Step 2

If a settlement of the grievance is not reached as laid out in Step 1, the grievance be referred in writing within seven (7) calendar days of the date the Librarian hands his decision to the Personnel Committee of the Library Board. The Personnel Committee of the Library Board shall discuss the grievance with the Union and shall render its decision in writing within seven (7) calendar days after the hearing of the said grievance.

Step 3

If settlement of the grievance is not reached as laid out in Step 2, the grievance may be referred by either party within seven (7) calendar days of the date the Personnel Committee of the Library Board hands down its decision, to a single arbitrator to be established as follows:

- (i) The Library Board and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator.
 - (ii) The arbitrator's decision shall be final and binding on both parties and shall be handed down as expediently as possible, within fourteen (14) calendar days from the date of the final hearing.
 - (iii) The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.
 - (iv) The parties may mutually agree to a three member arbitration board with each party appointing one member to represent them and mutual agreement on a chairman (or as appointed by the Director of Mediation Services).
- (b) If the Employer fails to comply with the time limits as set out in the procedure, the grievance shall automatically go to the next step unless there is mutual consent to extend the time limits. If the grievor does not file his grievance within the time limitations at the various steps, the grievance shall be null and void, unless there is mutual consent, verbally or in writing, to extend the time limits.
- (c) Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement.
- (d) No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the employee more than thirty (30) calendar days prior to the first filing of the grievance.

ARTICLE 8 - F I T ' NEW POSITIONS, /ACA | AND APPOINTMENTS

- (a) If a vacancy occurs or a new position is created which falls within the scope of this Agreement, such vacancy or new position shall be bulletined for seven (7) calendar days, giving the job description, qualifications required and other pertinent information.
- (b) Provided the employee's performance and abilities are relatively equal; seniority shall be used in determining preference or priority for vacancies or new positions.
- (c) Where possible, all appointments shall be made within fifteen (15) days of the closing of the bulletin. After the appointment, the secretary of the Union shall be notified of the successful applicant's name and if the Union has an objection to raise it must be in the

hands of the Librarian within **seventy-two (72) hours**, (exclusive of Sundays and statutory holidays), of mailing of notification.

- (d) If in the opinion of the Librarian no satisfactory applications are received, the Board **reserves** the right to advertise the position outside, subject to prior notification to the Union. Vacancies shall be posted within the **scope** of CUPE Local 46 Library Bargaining Unit before advertising the position outside.
- (e) An employee who is promoted (including employees promoted to a position outside the bargaining unit) shall be on a trial basis in his/her new position for a period of **sixty (60) calendar days**. The Board may designate a longer trial period of up to **six (6) months** providing the Union and the employee concerned are notified at the time of appointment of the position. The employee shall have a written review every **sixty (60) calendar days** during the trial period. If at any time during the trial period the employee is **subsequently transferred**, or chooses to revert back to his/her previous position, he/she shall do so without loss of seniority or former rate of pay. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority or former rate of pay.
- (f) **Newly** hired employees shall be considered on a probationary basis for a period of **six (6) months** from the date of hiring. During the probationary period, new employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

(g) Long Term Disability Vacancy/Posting and Filling

(i) When a permanent position becomes vacant as a result of an employee being on approved leave due to long term disability, the position will be posted and filled pursuant to Clause 8(a).

It will be stated on the posting that the position/vacancy is one of a limited term and on a temporary basis, which will not exceed two (2) years from the date of appointment to the position or date upon which the absent employee commenced long term disability. This date is to be shown on the posting.

(ii) Providing the absent employee is able to return to their position in a period not exceeding the two (2) years as above mentioned, he/she shall be reinstated to the position held prior to commencement of long term disability. Any other employee promoted or transferred because of the absence will also be returned to his/her former position and corresponding rate of pay.

(iii) Where the absent employee is unable to return to his/her employment within the two (2) year period, the person(s) appointed pursuant to (g)(i) above shall be declared permanent in the position.

(iv) The Library will endeavour to provide alternate employment to an employee who anytime after the two (2) years is medically fit and able to return to work.

ARTICLE 9 - S 1 (JR POSITION)

- (a) All employees shall be classified and will not receive a lower rate of pay than his classification calls for.

- (b) Where an employee is appointed in an acting capacity to temporarily perform the duties of a position having a higher classification, such person shall receive the Rate of pay established for the acting position.

ARTICLE 10 - CHANGES IN CLASSIFICATION

- (a) The Union shall have access to all job classifications.
- (b) If the duties in any classification are changed or when a new position not covered by an existing classification is established, the rate of pay shall be negotiated between the Board and the Union.
- (c) Appeals to classifications may be processed through the Grievance Procedure except that Article 7 (a) Step 3 shall be a single arbitrator jointly agreed to by the parties. Further, Article 7 (d) shall have no application in grievances on classification appeals. Appeals shall only be retroactive to date of appeal.

ARTICLE 11 - SENIORITY

- (a) Employees who are laid off by reason of staff reduction and who are later recalled, shall retain all previous seniority providing they are re-employed within twelve (12) months of the date of layoff, and further provided that the employee has been available for recall during said twelve (12) month period.
- (b) The Board shall maintain a seniority list and it shall be posted on the bulletin boards in January of each year. This list shall be open for protest for a period of one (1) month from the date of posting. Necessary corrections to this list shall be made within fifteen (15) days following the elapse of the above mentioned month. The seniority list shall show names in seniority order, date of seniority, occupational classification and full or part time classification of each employee.
- (c) An employee shall forfeit all seniority by failing to report to work within ten (10) days following a layoff, after notice to return to work has been sent by registered mail to the employee's last place of address registered with the Board, unless the employee can give a good reason, in writing, satisfactory to the Board and the Union, for such failure to report in the time prescribed.
- (d) Seniority will be retained and will continue to accumulate while an employee is absent from work owing to sickness not covered by the Long Term Disability plan, or while on Worker's Compensation.
- (e) Seniority will not accumulate while on layoffs over three (3) months.
- (g) If an employee resigns from their employment in writing and does not withdraw the resignation within two (2) days, the employee shall forfeit all previous seniority.
- (g) Seniority shall be defined as the length of service in the bargaining unit with the employer.

ARTICLE 12 - LAYOFF AND RECALL

- (a) Layoff affecting probationary employees and permanent employees shall be determined on the basis of seniority provided that the employees concerned have relatively the same ability to do the work in the classification in which the cutback or layoff occurs. Where an entire classification is eliminated, similar criteria for layoff shall apply; that is, when some employees are retained for other jobs, seniority shall govern, provided the employees in question have relatively the same ability to do the jobs for which they are being retrained.
- (b) Recalls shall be in reverse order of layoffs providing the employee is qualified to do the work.
- (c) No temporary employee will be employed while a permanent full time or permanent part time employee, who is capable and available to perform the work is on layoff or short time.
- (d) The Board agrees to inform the Union of any proposed changes in the performances of services supplied by the Board one hundred and twenty (120) days in advance of the proposed change being implemented.

Employees affected by changes that would result in a layoff or reduction in hours or remuneration, shall be notified and provided with the opportunity to be retrained prior to any hiring outside the bargaining unit.

ARTICLE 13 - LEAVE OF ABSENCE

- (a) Any employee desiring leave of absence shall apply for same to the Librarian. Except in cases of emergencies, such application should be made in writing at least thirty (30) calendar days prior to the date of commencement of the leave of absence. Should such application be refused the employee shall have the right to appeal to the Board. The decision of the Board shall be final and shall be communicated to the employee and the Union in writing.
- (b) Leave of absence may be granted only insofar as the operation of the Library will permit, and the period of absence shall not exceed three (3) months, except in special cases.
- (c) Any member who is appointed as a delegate to any convention held in connection with any affairs of the Union, or any other Union activity, where the Board does not absorb the cost of same, shall be granted leave of absence and his pay shall carry on in the usual manner. The Union shall be billed the amount of pay so received by the employer for his leave of absence, and at the Board's discretion, such fringe benefit costs (pro-rated) as may be appropriate. Payment will be made by the Union upon receipt of such billing. The number of employees being allowed such leave of absence will be limited to one employee at a time, not to exceed one (1) week.
- (d) An employee shall be granted leave of absence in the event of sickness extending beyond his or her total credit of accumulated sick days and vacation entitlement; such leave shall be without pay. Sickness allowance, vacation and seniority shall be suspended during the period of leave. For the first six (6) months of such leave of absence the Board will pay the full amount of premiums required to ensure continuation of coverage for all group health and insurance benefits which the

employee carried at the time of commencement of leave of absence, subject to the terms of individual group policies. If the employee is still unable to return to work a six (6) month period from the commencement of the leave of absence, responsibility for any premiums that may be required shall rest with the employee.

The conditions stated in the foregoing paragraph will prevail only while the employee is under the continuing care of a qualified physician and the Board has been provided with a medical certificate by the doctor indicating the employee's inability to work for medical reasons, which shall not include absence by reason of pregnancy, self-inflicted injury, injury sustained while working for an employer other than the Library Board, or injury sustained in any felonious activity.

- (e) Leave of absence granted for any other reasons shall be without pay; and for leave of absence for any period in excess of two (2) weeks, sickness allowance, vacation and seniority shall be suspended. In addition, the employee will be required to pay to the Board the full amount of premiums for all group health and insurance benefits, which the employee carried at the commencement of the leave of absence, including both the Board and the employee shares. If the employee does not wish to retain all benefits and submit the full premiums in advance, the only alternative available shall be to cancel all coverage during this period of leave.
- (f) Where an employee overstays his leave of absence without permission of the Librarian, he shall automatically forfeit his position with the Library unless in the opinion of the Librarian, such overstay was justifiable. The employee shall have the right to appeal any decision of the Librarian through the Grievance Procedure.

(g) **Maternity Leave**

"Maternity leave" shall be defined as the total period of time the employee is absent and is composed of health-related and voluntary periods combined.

The "health-related" portion shall be the period during which the employee is absent due to medical reasons which, if necessary, will be supported by proper medical certificates.

The "voluntary" portion shall be the period which the employee chooses at her own discretion.

(i) Application for the voluntary maternity leave shall be submitted in writing to the Librarian not less than four (4) months prior to the estimated date of delivery and such leave will normally commence between five (5) and sixty (60) calendar days prior to the estimated date of delivery or earlier, if in the opinion of the employee's physician, an earlier commencement is necessary.

(ii) Maternity leave will not normally exceed six (6) months following the date of delivery unless extended on the advice of the employee's physician. It is understood that voluntary leave is without payment of wages.

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

(iv) During the health-related portion of maternity leave, an employee in receipt of payments from Unemployment Insurance Maternity Leave will, upon application

- (b) The term "immediate family" shall be interpreted to mean current spouse, son, daughter, parent, brother, sister, parent of spouse, grandparents, granddaughters, this article.
- (a) Compassionate Leave with pay up to and including three (3) regularly scheduled consecutive working days (upon production of proper evidence) shall be granted to all permanent and non-permanent employees covered by this Agreement, to carry responsibilities incurred by a death or critical illness of a member of the employee's immediate family, in accordance with the terms as specified in further paragraphs of this article.

ARTICLE 1 - COMPASSIONATE LEAVE

The Library Board shall grant Adoption Leave to an employee who has been employed a minimum of twelve (12) continuous months. The period of leave will normally be for eight (8) weeks except in extraordinary circumstances where the Board will consider an extension providing application is made prior to commencement of the sixth (6th) week of absence. Upon return to employment the employee shall be reinstated to the classification at the time that Adoption Leave commenced. Provided the employee returns to work, she/he shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

Adoption Leave - Without Pay

(vii) The phrase "date of delivery" shall mean the date when the pregnancy of an employee terminates with the birth of a child or the pregnancy otherwise terminates.

(vi) Employees returning from maternity leave will in normal circumstances be reinstated in the same position and rate of pay as was in effect at the commencement of maternity leave. Upon return to employment, sick leave, vacation entitlement, and seniority shall accumulate during the period of maternity leave.

Upon return to employment the employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting period or medical examination except for optional life insurance.

(v) During the period of voluntary maternity leave, the employee will be required to pay the full premium (both the Board and employee share) for those health and insurance benefits the employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.

supported by proper medical documentation, be paid by the Library Board, the difference between their regular wages and unemployment insurance payments so that the two combined would equal ninety-five percent (95%) of full pay. The employee shall be entitled to wage top-up equal to the amount of sick days in her sick leave bank at the time of commencement of maternity leave. This entitlement will not reduce the amount of sick days in the employee's bank and said days will be available to the employee upon return to employment.

grandson, son-in-law, daughter-in-law, and also a **relative who is** a member of **the employee's** household.

- (c) In **addition** to the above **specified** days leave with pay, up to **two (2)** days leave with pay shall be granted upon request for travel time. Additional time as is **reasonably necessary** may be **granted on** leave without pay with the provision that all applications **for** such extensions must be submitted at the time **of the** original request unless extenuating circumstances justify otherwise.
- (d) Should a "**statutory or declared**" holiday fall during a **Compassionate** Leave, the **day** shall be shown as holiday and will not extend the time **of Compassionate** Leave as described in paragraph (a) of this **article** **except** where **special circumstances exist** and **are** justified.
- (e) If **an** employee is prevented by distance from attending the **funeral** of a relative as **specified** in paragraph (b) of this article, the Board shall, at the request of the employee, and upon production of **proper** evidence, grant one (1) day absence from work, with no **loss** of pay, for mourning purposes.
- (f) **Casual employees** shall be granted one (1) day absence **from** work with no loss of pay in the event of the death of a member of his immediate family (as specified in paragraph (b) of this **article**) upon request and **production** of proper evidence.

ARTICLE 15 - STATUTORY AND PAID HOLIDAYS

- (a) The following shall be **considered** statutory and paid holidays:

New Year's Day	August Civic Holiday	Boxing Day
Good Friday	Labour Day	½ day Christmas Eve
Easter Sunday	Remembrance Day	½ day New Year's Eve
Victoria Day	Thanksgiving Day	
Canada Day	Christmas Day	

All "**general**" holidays **proclaimed** by the **City** of Medicine Hat, and/or the Government of Alberta and/or the Government of Canada, shall also be **recognized** as legal holidays **except** **when** replacing any of the above named holidays, in which **case** the lieu day only shall be **recognized** in place of the statutory holiday named above.

- (b) No **deductions from wages** or **salaries** of any employee with more than thirty (30) calendar days **service** within the **previous twelve (12)** months with the Library shall be made on **account of** the above **mentioned** holidays, **regardless of same** occurring during **regular** work periods.
- (c) Any employee **working** in a higher classification than his **regular classification** **immediately** prior to a statutory holiday will be paid at the higher **classification rate** for the purposes of **statutory** holiday pay providing he has been **working** in that higher **classification** for at least five (5) **consecutive working** days **preceding** that holiday.
- (d) If a statutory holiday falls on an employee's regular day off, he shall be entitled to an extra day off with no deduction in wages or **salary**. The **additional** day off shall **be taken at** the discretion of the Librarian. It is understood, however, that the **employee's** wishes in regard to this **day off** will **be** complied with whenever practicable.

ARTICLE 16 - STATUTORY AND PAID HOLIDAY PAY

If an employee is required to work on a statutory or declared holiday, he shall be paid double time **(2x)** for all hours worked in addition to the normal pay for the day.

ARTICLE 17 - SICK LEAVE

- (a) All permanent full time employees shall be entitled to an allowance for sickness to the extent of twenty-two (22) working days per year. The unused portion will be accumulative to a maximum of two hundred (200) days.
- (b) All permanent part time employees shall receive sick allowance calculated on a pro-rated basis. The method of calculation for such pro-rated allowance shall be mutually agreed upon by the Union and the Librarian.
- (c) Any new employee who is hired into a permanent position shall be allowed to use sick time to the extent of twenty-two (22) days per year during the first six (6) months of service. It is understood however that should such employee be terminated before the completion of the six (6) month probation period any sick time used and paid shall be deducted from the employee's final pay cheque.
- (d) Sick allowance shall not apply to Pages or temporary employees.
- (e) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such an employee is unable to carry out his duties due to illness.
- (f) Where the Employer has reason to doubt the justification for the cause of absence, the employee shall submit to the Librarian on request, a statement signed by him within two (2) weeks of being required to do so, stating the cause and effect of the necessity of absence satisfactory to both parties of this Agreement. Failing this, his employment may be terminated.
- (g) Employees who take sick while on annual vacation shall be allowed to use sick days from their accumulated sick leave provided a doctor's certificate is produced to provide illness. The employee will be entitled to holidays at a later date.
- (h) If no one else is available to can for the needs of an immediate family member (as defined in Article 15 (b)) who is ill, employees shall be allowed to use up to three (3) days with pay per calendar year from their sick leave accumulation, upon satisfactory evidence of illness produced to the Librarian.

ARTICLE 18 - ANNUAL VACATIONS

- (a) All permanent employees shall receive annual vacations with pay as follows:

From commencement of continuous employment to their third (3rd) anniversary date, the employees shall accumulate vacation at the rate of three (3) weeks per year or .58 days bi-weekly.

From their third (3rd) to their thirteenth (13th) anniversary date, the employee shall accumulate vacation at the rate of four (4) weeks per year or .77 days bi-weekly.

From their thirteenth (13th) to their twenty-second (22nd) anniversary date, ~~the~~ ~~employee~~ shall accumulate vacation at the rate of five (5) weeks per year or .96 ~~is~~ biweekly.

From their twenty-second (22nd) anniversary date onward, the employee shall accumulate vacation at the rate of six (6) weeks per year or 1.15 days bi-weekly.

- (b) Pay will carry on at regular rates during vacation periods.
- (c) Statutory or declared holidays shall not be included in the vacation period.
- (d) Annual vacations may be taken at a 9 time during the year and may be split if so arranged and mutually agreeable between the employee and the Librarian.
- (e) Employees will be allowed to have to their credit as of December 31st of each year, an accumulation of vacation up to their annual entitlement. Any accumulation in excess of their annual entitlement shall only be allowed to be carried over to the following year upon written request and approval of the Chief Librarian.

ARTICLE 19 - HOURS OF WORK

- (a) The hours of work for full time library employees covered by this Agreement shall be ~~thirty-seven and one-half (37.5)~~ hours in a working week which shall normally consist of five (5) days each of seven and one-half (7.5) hours, except as otherwise established in this article.
- (b) There shall be three (3) caretaker positions who on an individual basis will normally be required to work as follows:

Caretaker A: ~~thirty-seven and one-half (37.5)~~ hours per week scheduled over ~~five (5)~~ consecutive days

Caretaker B: ~~thirteen (13)~~ hours per week scheduled over three (3) consecutive days

Caretaker C: ~~twenty-two and one-half (22.5)~~ hours per week scheduled over five (5) consecutive days

The Board, upon providing a minimum of five (5) working days written notice to both the affected employee(s) and the Union, may permanently modify the above work schedule.

- (c) Some flexibility of daily hours of work may be arranged by mutual consent of individual employees and the Librarian, in special cases.
- (d) Each employee will be given two (2) consecutive days off each working week wherever practicable.
- (e) All employees covered by this Agreement shall work an equal share of Saturdays, Sundays, and evenings except where provision of Library services requires otherwise, and except where an employee requests and is given approval by the Librarian to work a more frequent share of Saturdays, Sundays and evenings. It is further understood and agreed that it is a condition of employment that Pages work the bulk of their hours on evenings, Saturdays and Sundays.

- (f) All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift.
- (g) Provided that it would not require other amendments to the work schedule to avoid overtime payments, permanent part time employees in the department concerned shall be given preference for any casual work that should become available prior to offering such to temporary employees.
- (h) Shift Differential
Effective July 1, 1991 all employees (excluding Pages) shall be paid a shift differential of thirty cents (30¢) per hour for all hours worked (excluding overtime hours) after 5:30 p.m.

ARTICLE 20 - OVERTIME

- (a) All time worked beyond seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week or on a holiday shall be considered as overtime.
- (b) Overtime shall be calculated at double the regular rate of pay. Double time (2x) shall also be paid for work on regular days off.
- (c) No employees shall be required to take time off in lieu of overtime.
- (d) The Librarian will endeavour where reasonable to allocate overtime equally among employees who are willing and qualified to perform the work which is available.
- (e) All overtime work must be authorized by the Librarian.

F 21 - SERVICE PAY

Service Pay shall be paid to all permanent full time employees as follows:

After ten (10) years continuous service	\$ 5.00/mo
After fifteen (15) years continuous service	\$10.00/mo
After twenty (20) years continuous service	\$20.00/mo

ARTICLE 22 - COMPENSATION FOR INJURIES

- (a) If any permanent employee is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall be paid at the regular rate for which he was paid before such injury provided that he assigns to the Board and causes to be paid, and the Employer receives payments in lieu of wages received by him from the Worker's Compensation Board, and further provided that the benefit under this section shall not be paid to the employee after the expiration of two (2) years from the date of such injury.
- (b) If any probationary or temporary employee is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall receive the benefits directly from the Worker's Compensation Board. Such employee will not receive any pay from the Board for this period.

ARTICLE 23 - GROUP HEALTH AND INSURANCE COVERAGE

- (a) The Board agrees to maintain group health and insurance plans as listed below, subject to the various conditions and cost sharing as indicated.
- (i) **Alberta Health Care Insurance**
- All permanent employees who work a minimum of twenty (20) hours per week on a regular basis, and their dependents shall be eligible to participate. The Board shall pay seventy percent (70%) and the employee thirty percent (30%) of the required premium.
- (ii) **Alberta Blue Cross Extended Health Care**
- All permanent employees who work a minimum of twenty (20) hours per week on a regular basis, and their dependents, shall be eligible to participate with the Board to pay one hundred percent (100%) of the required premium. The plan shall pay one hundred percent (100%) of prescription drugs on a direct billing system.
- (iii) **Life Insurance**
- All permanent employees who work a minimum of twenty (20) hours per week on a regular basis, shall be eligible to participate. The plan shall provide life insurance benefits in the amount of two times (2%) annual salary with a minimum coverage of ten thousand dollars (\$10,000.00) for any employee, plus accidental death and dismemberment coverage and dependent life insurance coverage. The Board shall pay one hundred percent (100%) of the required premium.
- (iv) **Long Term Disability Insurance**
- Full time permanent employees only shall be eligible to participate in the Long Term Disability Group Plan. The L.T.D. plan will pay, upon medical proof, sixty-six and two-thirds percent (66 2/3%) of the regular rate of pay at the time of illness or injury. The premium is to be paid one hundred percent (100%) by the employee.
- (v) **Dental Plan**
- Full time permanent employees only shall be eligible to participate in the plan which shall pay one hundred percent (100%) of basic services, fifty percent (50%) of extensive dentistry and fifty percent (50%) of orthodontics work. The Board shall pay seventy percent (70%) and the employee thirty percent (30%) of the required premium.
- (b) Participation in the various group plans described above shall be a condition of continued employment for all employees having permanent status and all other employees who achieve permanent status at a later date. No employee who has entered such group plans may withdraw therefrom without first tendering his resignation from the Board's service. Where an employee has similar coverage elsewhere, compulsory enrollment is not applicable.

- (c) No probationary or temporary employee covered by this contract shall be eligible for participation in any group plan.
- (d) Any changes in the present coverage which would in any way lessen the present benefits shall first be ratified by the Union, unless such changes are beyond the control of the Board.
- (e) Notwithstanding the above, it is agreed that changes to the present group health and insurance plans pertaining to benefits may be made, subject to further negotiations and mutual acceptance by the Board and the Union during the life of this Collective Agreement.
- (f) For the purposes of this clause, a full time employee shall be an employee who works regularly thirty (30) hours or more per week.
- (g) Permanent part time employees will have medical coverage under paragraphs (a)(i)(ii) and (iii) at the option of the permanent part time employees. For those employees who choose to have medical coverage, the Employer shall pay sixty-five percent (65%) of the premiums that are paid for full time permanent employees. These benefits are not applicable to Pages.

ARTICLE 24 - PAY DAYS

Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from 12:01 a.m. Thursday to midnight Wednesday inclusive, with the pay day falling on the ~~Friday~~ of the following week. If such pay day is a legal holiday, employees shall be paid, if possible, on the last working day prior to such legal holiday.

Employees shall have all wages or salaries payable to him/her deposited into the financial institute of his/her choice and the employee shall not be required to pay any costs or charges for this service. Employees who do not wish to have their cheques deposited shall provide the Employer with a letter indicating same and will thereafter be provided with a regular pay cheque.

ARTICLE 25 - PAY QUERIES

Any employee being of the opinion that he has been incorrectly paid in respect to hours worked, rate of pay, overtime, holiday pay, etc., must submit his query to the City Payroll Department as soon as possible.

ARTICLE 26 - UNION DUES AND SECURITY

- (a) Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union, shall maintain such membership during the course of their employment with the Medicine Hat Public Library.
- (b) The Employer shall deduct from every employee, any dues levied in accordance with the Union Constitution and/or By-laws and owed by him to the Union.
- (c) All employees shall pay the Union dues whether or not they are members of the Union, and dues shall be deducted from the salary cheque of each member following one (1)

month's employment with the Library. Dues are to be deducted **bi-weekly** from thereon.

- (d) The **Secretary-Treasurer** of the Union shall notify the **City** and the Library Board as to the amount of such regular **Union** dues.
- (e) **Deductions** shall be made from each pay and shall be **forwarded** to the **Secretary-Treasurer** of the Union in the month following, **accompanied** by a duplicate list of the names of all employees from whose wages the deductions have **been** made.
- (f) The **Librarian** agrees to **acquaint** new **employees** with the fact that a **Union Agreement** is in effect and **with the conditions as set** out in the **clause** dealing with **Union Dues** and **Security**.
- (g) New employees, upon **commencing** employment, shall be **presented** with a copy of the **current Union Agreement** by the **Librarian** as supplied by the **Union**, and shall notify the employee as to the name of the **Steward** in his/her **area** of employment.

ARTICLE 27 - PROOF OF AGE

It shall be **compulsory** for all **employees** to produce **proof** of age upon **recommendation** for **permanency**.

ARTICLE 28 - TRAVEL EXPENSES

If an employee is called upon to work outside the **City limits** on **Library** business, he shall be allowed reasonable expenses **incurred** by him while engaged in **such** work. **Reimbursement of expenses shall be** as set out in the **City of Medicine Hat Policy and Procedures**.

ARTICLE 29 - COURSES

Expenses **incurred** in the taking of **courses** designed to improve the qualifications of **Library** employees shall be paid at the discretion of the **Board**. **Reimbursement of expenses shall be** as set out in the **City of Medicine Hat Policy and Procedures**.

ARTICLE 30 - EMPLOYEE'S CARS AND "RUCKS"

Any employee who is **required** to use his **own** car or **truck** on **Library** business shall be paid for the use of such vehicle in accordance with **the** existing **Car Allowance** Policy as applicable to employees of the **City of Medicine Hat**.

ARTICLE 31 - UNION REPRESENTATIVES AND UNION BUSINESS

- (a) No **individual** employee or group of **employees** shall undertake to **represent** the **Union** at **meetings** with the **Board** without proper authorization of the **Union**. In order that this **may be** carried out, the **Union** shall notify the **Board** in writing the names of the **Union's** officials who have functions under **this** Agreement and stating their functions.

- (b) The Union shall have ~~the~~ right at any time to have the assistance of their business representative when ~~dealing~~ or negotiating with the Board.
- (c) Representatives of the Union, appointed under paragraph (a) above, shall be granted permission without ~~loss of~~ pay to leave ~~their~~ employment in order to carry on negotiations and grievances with the Board. Notice of such shall, when possible, be given to the Board at least ~~three~~ (3) working days in advance.

ARTICLE 32 - WARNING, DISCIPLINE, SUSPENSION AND DISMISSAL

- (a) Whenever an employee is disciplined and the discipline is *intended* to be a matter of management record, the employee shall be given written particulars of the discipline, whether it be a warning, suspension, or discharge, and a copy shall be sent to the Union. Further, an employee shall ~~have~~ the right to have a Union representative present when ~~official~~ warning of pending discipline is given.
- (b) Should it be found, upon investigating, that an employee ~~has been~~ unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to the Board.
- (c) Except for just cause, when a permanent employee is terminated he shall be given two (2) weeks notice or in lieu thereof, two (2) weeks pay.
- (d) Where a permanent or non-permanent employee resigns he shall give the Board two (2) weeks notice in writing.
- (e) At the Union's request, the Librarian shall provide such information as the Union may require relevant to the termination of any employee covered by this Agreement.

ARTICLE 33 - SALARY SCHEDULE (BI-WEEKLY AND HOURLY)

(a) Effective Jan. 1, 1993 to June 30, 1995 AND September 1, 1996 to December 31, 1996.

CLASSIFICATION	START RATE		JOB RATE	
	BI-WEEKLY	HOURLY	BI-WEEKLY	HOURLY
Clerk III	1135.50	15.14	.	16.34
Clerk II	955.50	12.74	.	13
Clerk I	850.50	11.34]	12.54
Caretaker	n/a	1	n/a	1.
f Caretaker	n/a	10.22	l	1.42
Senior g	n/a	8.7	n/a	9.91
Page	n/a	6.73	n/a	7.93

(a) **Effective July 1, 1995 to August 31, 1996**

CLASSIFICATION	START RATE		JOB RATE	
	BI-WEEKLY	HOURLY	BI-WEEKLY	HOURLY
Clerk III	1128.00	15.04	1218.00	16.24
clerk II	948.00	12.64	1038.00	13.84
Clerk I	843.00	11.24	933.00	12.44
Caretaker	n/a	13.12	n/a	14.32
Temporary Caretaker	n/a	10.12	n/a	11.32
Senior Page	n/a	8.66	n/a	9.86
Page	n/a	6.68	n/a	7.88

(b) The start rate is applicable during an employee's probation period of six (6) months as per Article 3 (a) and the job rate is applicable thereafter. When an employee is promoted to a higher classification, the start rate is applicable during an employee's probation period of four (4) weeks as per Article 8 (e) and the job rate is applicable thereafter.

DATED THIS 1st DAY OF SEPTEMBER, 1995.

SIGNED ON BEHALF OF
THE MEDICINE HAT PUBLIC
LIBRARY BOARD

C. Mackenzie

Bruce Evans

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES Local 46

Bob Macleod

K. Simpson


LETTER OF UNDERSTANDING

BETWEEN

THE MEDICINE HAT PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46

The above mentioned parties have agreed to the following:

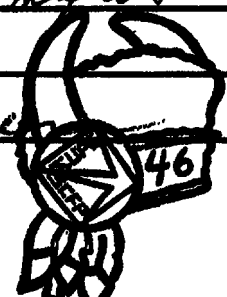
Effective January 1, 1996, when the Group Health and Insurance Plan amendments are implemented for the City of Medicine Hat employees, represented by the CUPE Local 46 agreement affecting Inside and Outside Workers, those amendments will also be implemented for the employees of the Library represented in this bargaining unit.

DATED THIS 1st DAY OF SEPTEMBER, 1995.

AGREED ON BEHALF OF THE
MEDICINE HAT PUBLIC LIBRARY BOARD

C. Mackenzie
Bruce Evans

AGREED ON BEHALF OF
CUPE Local 46

Bob Mandelst
K. Sandhu
J. Nelson


LETTER OF UNDERSTANDING

BETWEEN

THE MEDICINE HAT PUBLIC LIBRARY BOARD

AND

**THE C A " " UNION OF PUBLIC EMPLOYEES
LOCAL 46**

The above stated parties to the collective agreement have agreed that for the years 1995 and 1996 the "August Civic Holiday" "½ day Christmas Eve" and ½ day New Year's Eve" will be days off without pay for all employees.

DATED THIS 1st DAY OF SEPTEMBER, 1995.

AGREED ON BEHALF OF THE
MEDICINE HAT PUBLIC LIBRARY BOARD

C. McKenzie

Bruce Swan

AGREED ON BEHALF OF
CUPE Local 46

Bob Marshall

H. Sandhu

John

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LETTER OF UNDERSTANDING

BETWEEN

THE MEDICINE HAT PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46

The above mentioned parties to the collective agreement hereto agree that the following matters constitute mutual agreement for the term of the collective agreement, namely and only for the period January 1, 1993 December 31, 1996. This is of no effect as of midnight December 31, 1996.

The parties have entered into this agreement due to the need to provide employment security for all permanent employees, therefore, no permanent full-time or permanent part-time employee shall be laid off or terminate except for just cause, while at the same time permitting the Library to move staff and reorganize departments due to restructuring requirements. It is significant that both parties understand the extreme importance of this issue for the benefit of all concerned and continued service to the citizens of the City of Medicine Hat.

The concept, therefore, will be where the Library has determined that a position(s) has become redundant, will immediately begin the process of determining where best to transfer the affected staff. The process will generally use seniority as the determining factor, however the employee must possess the necessary knowledge to perform the duties of the position to which they will be transferred.

It is understood that in transfers of this nature no new position has or will be created and therefore the post requirements as outlined in the collective agreement are not operational or applicable.

Where the Library has initiated the above process it is the parties recommendation that the entire process be completed within thirty (30) working days.

Any employee affected by a transfer shall have his/her wages and hours of work protected, therefore there be no reduction in rate of pay or hours of work. The provisions of red-circling will be applied when necessary.

At any time, if the original position an employee was removed from is reinstated, the employee shall have the right to return to said position,

Any position made under this letter of agreement shall be considered to be permanent to the individual appointed.

The provisions of this letter of understanding are applicable to the employees covered by this Local 46 bargaining jurisdiction only.

Any disputes relative to this letter shall be settled by the grievance procedure.

DATED THIS FIRST (1ST) DAY OF SEPTEMBER, 1995.

AGREED ON BEHALF OF THE
MEDICINE HAT PUBLIC LIBRARY BOARD

C. McKenzie

Bruce Evans

AGREED ON BEHALF OF
CUPE Local 46

Bob Mayhew

H. Sandus

[Signature]

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