

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**LETHBRIDGE PUBLIC LIBRARY BOARD**  
**AND**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES**

**CUPE** Canadian Union  
of Public Employees Local 70 (Library Employees)

January 1, 2019 to December 31, 2022

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This Agreement made on the 5<sup>th</sup> day of May, 2019.

**CITY OF LETHBRIDGE LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**Local 70** (Library Employees)  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

#### PREAMBLE/PURPOSE

The City of Lethbridge Library Board has been established under the Province of Alberta Libraries Act. Whereas it is the desire of both parties to this Agreement to promote and maintain harmonious relations between the Employer and the Employees to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wages, to encourage efficiency and economy of operation and the elimination of waste, to promote the morale, well-being and security of all Employees included in the Bargaining Unit represented by the Union.

#### ARTICLE 1 SPIRIT OF AGREEMENT

- 1.01 This Agreement recognizes and accepts the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity, and further recognizes that successful Employer/Employee relations must be mutually advantageous, fair and just, and not more favourable to one than the other.

#### ARTICLE 2 TERMS OF AGREEMENT

- 2.01 The parties undersigned hereto mutually agree to be governed by the conditions set out in this Collective Agreement, and that this Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2022 and from year to year thereafter unless either party of this Agreement is given notice, in writing, of any changes desired not less than sixty (60), no more than one hundred twenty (120) days prior to the expiry date of December 31, 2022, or the expiry date in any subsequent year.
- 2.02 Retroactivity
- (a) If negotiations are not completed by the expiry date of the contract all negotiated increases to Appendix "A" will be retroactive to the expiry date.

- (b) Past Employees, who were in the service between the expiration date of the previous Agreement and the date of signing of this Agreement, shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement. It is the Employee's responsibility to inform the Employer of their whereabouts.
- (c) Past Employees who were retired from the service between the expiration date of the previous Agreement and the date of the signing of this Agreement automatically receive the retroactivity provided in section 2.02(a).

#### 2.03 Failure to Make a New Agreement

The Union and the Employer agree that during any period of negotiations for a new Agreement this contract shall, in accordance with the Alberta Labour Relations Code (Section 130), remain in full force and effect until such time as either party commences strike or lockout action.

#### 2.04 Strikes or Lockouts

It is mutually agreed that while negotiations for a further agreement are in progress, there shall be no strikes, stoppages or slow-downs in work on the part of the Employees covered by this Agreement, nor any lockouts of Employees on the part of the Employer against said Employees.

### ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 Management reserves all the rights not specifically restricted by this Agreement.

### ARTICLE 4 UNION RECOGNITION

- 4.01 The Employer agrees to recognize this Union as the sole Bargaining Agent for all Employees of the Lethbridge Public Library as described in the Alberta Labour Relations Certificate No. 242-93.
- 4.02 When a new position is created, management shall advise the Union. Failing mutual agreement as to the placement of the position, the matter shall be referred to the Labour Relations Board for resolve.
- 4.03 The Employer agrees not to bargain collectively or otherwise with any other Labour Organization affecting Library Employees specified or covered by this Agreement.
- 4.04 No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Employer covering the hours of work, wages, or other conditions during the life of this Agreement, except as may be approved by the Union.
- 4.05 The Union shall list current appointments of Union Officers and Shop Stewards, and those who are authorized to act on behalf of the local (Local Representative) with the CEO.
- 4.06 (a) When an Employee has to attend a meeting with the CEO, Associate Director, or the Board, dealing with Union business, the Employee shall suffer no loss of pay if the meeting is called during their working hours.

- (b) A maximum of four (4) representatives of Local 70, Library workers, shall not suffer any loss of pay or benefits for time spent in joint meetings related to negotiations during normal working hours.
- 4.07 All Employees entering into or in the employment of the Employer shall be **members of the Union**.
- 4.08 Orientation to Union Membership
- (a) The Employer agrees to inform all new Employees that a Collective Agreement and dues check-off as per the RAND formula are in effect. The Employer will advise new employees where they can find an electronic copy of the Collective Agreement that is available on CITYWISE.
  - (b) The Shop Steward, or Local Representative and each new Employee will be given an opportunity to meet during regular working hours for a maximum of ten (10) minutes, at a time approved by the Supervisor(s), without loss of regular pay, so that the Shop Steward, or Local Representative may orient the new Employee to the rights and responsibilities of Union membership. Where travel is required, the Shop Steward, or Local Representative will be provided with reasonable travel time as agreed to by the Employer.
- 4.09 Deductions for Union dues for each Employee will be made from each payroll and forwarded to the Treasurer of the Union not more than ten (10) days following the deduction with: Employee name, I.D. number, department, current deduction, full-time or part-time status, and the pay period end date.
- 4.10 Persons whose jobs are not in the bargaining unit shall not work on a job, which is included in the bargaining unit except for the purposes of instruction, or in an emergency.
- On days where the Library Management is attempting to send the largest number of staff to a professional development event, the CEO may request approval from the Union for non-bargaining unit members to work at Public Services Desks.
- 4.11 Access to Information
- Upon written request by the Union, the Employer will make available any public information in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 4.12 Union Bargaining Committee
- A maximum of four (4) employees shall receive pay during joint Union and Employer negotiation meetings, if such meetings are held during working hours. The Union will be responsible to pay the wages of any additional employees it wishes to participate in the negotiations. Such negotiation meetings are to be held at mutually agreeable times and dates as agreed to by the Employer's and Union's representatives.

## ARTICLE 5 NO DISCRIMINATION

- 5.01 (a) Members of the Board or Administration shall at no time show discrimination against any Library Employee because of their connection with a trade union or on account of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, sexual orientation, or family status. There shall be no interference, restriction or coercion exercised or practiced against any Employee on a discriminatory basis.
- (b) Subsection (a) does not apply with respect to discrimination based on a bona fide occupational requirement. The onus of proof for discrimination based on a bona fide occupational requirement shall be with the Employer.

### 5.02 Harassment

All employees covered by this Agreement have a right to freedom from harassment in the workplace. The Parties agree to jointly educate both Employees and Managers to prevent workplace harassment.

#### (a) Sexual Harassment

Definition:

Unwanted sexual advances, unwanted requests for sexual favours and other unwanted verbal or physical conduct of a sexual nature constitute sexual harassment, when:

- (i) Subjection to such conduct is made either explicitly or implicitly, as a term or condition of an individual's employment; or
- (ii) Subjection to or rejection of such conduct by an individual affects that individual's employment.

#### (b) Personal Harassment

Definition:

Personal Harassment shall be defined as:

- (i) Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.

## ARTICLE 6 DEFINITIONS

### 6.01 Employer

**"Employer"** means the City of Lethbridge Library Board.

6.02 Employee

**"Employee"** means a person employed by the **City of Lethbridge Library Board** who is subject to this Agreement.

6.03 Permanent Full-time Employee

**"Permanent Full-time Employee"** is any Employee who holds a posted permanent full-time position and has completed nine hundred and seventy five (975) hours service with the Employer.

6.04 Permanent Part-Time Employee

**"Permanent Part-Time Employee"** is any Employee who holds a posted permanent part-time position and has completed nine hundred and seventy-five (975) accumulative hours with the Employer.

6.05 Non-Permanent Employee

**"Non-Permanent Employee"** is any Employee who holds a posted non-permanent position, whose hours of work vary according to work requirements, and whose schedule of work is of a temporary nature. The Non-Permanent workforce is used to supplement the Permanent workforce and may be required to be flexible to cover shifts on evening, weekends and with little notice.

6.06 Probation

All newly hired Employees shall be on probation for a period of nine hundred and seventy-five (975) accumulated hours. The Employer may extend the probationary period with the agreement of the Union and the affected Employee, an additional four hundred and eighty-eight (488) accumulated hours. Upon an extension being granted, the Employer shall provide the Employee with a letter, copied to the Union, setting out the performance standards the Employee is expected to meet during the extension period.

Upon completion of the probationary period, an Employee's seniority shall date from the original date of employment.

Any absences up to a total of seventy-five (75) hours shall be added to the probationary period.

6.07 Trial Period

Any existing Employee awarded a posted permanent position shall be in a trial period for 975 accumulated hours, and upon its satisfactory completion shall be declared permanent in the position. If the Employee proves unsatisfactory during the trial period, or is not satisfied with the position, they shall revert to their former position and wage or salary rate without loss of seniority. Any other Employee affected by this reversion shall also revert to their former position and wage or salary rate without loss of seniority.

6.08 It shall be understood that any Employee in a trial period at the time they are appointed, transferred or promoted to any other position begins a nine hundred seventy five (975) hours trial period anew in the new position.

6.09 Plural Terms

Where the parties to this agreement require it, wherever the singular is used in this agreement, it shall be considered as if the plural has been used.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

**"Grievance"** shall mean any difference concerning the interpretation, application, operation, or alleged violation of this Agreement.

7.02 Informal Discussion Prior to Filing of Formal Grievance

The Employee(s) concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate Supervisor and/or the CEO or designate prior to filing of a formal grievance as per section 7.08.

Failing to resolve, the dispute through discussion, the matter may become a grievance and be filed at Step 2 within ten (10) working days of the discussion.

7.03 Presence of Shop Steward or Local Representative

Grievances between the Employer and an Employee or the Union shall be in the presence of the Shop Steward, or Local Representative.

7.04 Meetings without Loss of Pay

Not more than two (2) members of the Grievance Committee may attend meetings without loss of pay.

7.05 Shop Stewards or Local Representatives Leaving the Work Site

A Shop Steward, or Local Representative shall not leave their place of work to discuss a grievance with the Employer or an Employee during working hours without first notifying their immediate Supervisor.

7.06 Recalls, Health and Safety, Dismissals, Layoffs

In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (CEO's level).

7.07 Replies in Writing

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

#### 7.08 Settling of Grievances

Grievances shall be processed in the following manner:

- (a) Step 1: The Grievance shall be filed within ten (10) working days of the disputed act with the Supervisor, who will submit a decision, in writing, to the Employee within ten (10) working days, with a copy to the Shop Steward, or Local Representative, the Union, and the CEO.
- (b) Step 2: If the grievance is not resolved in Step 1 then the grievance may be filed within five (5) working days of receipt the decision in Step 1 with the CEO. The CEO shall render a decision to the Employee, in writing, within ten (10) working days of receipt of the grievance, with a copy to the Union, the Shop Steward, or Local Representative and the Library Board.
- (c) Step 3: If the grievance is not resolved in Step 2 the grievance may, within ten (10) working days after receiving the decision, be filed with the Library Board. The Library Board shall then submit its decision, in writing, with a copy to the CEO, the Union, and the Shop Steward, or Local Representative.
- (d) Step 4: If the grievance is not settled in Step 3 either party may proceed, within ten (10) working days, to submit the grievance to a Board of Arbitration to be established as follows (section 7.09).

#### 7.09 Arbitration Procedure

The Employer and the Union shall each appoint one (1) nominee to represent the respective parties at the Board Hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they shall request the Minister of Labour for the Province of Alberta to select a Chairperson. Grievances shall receive fair and just consideration.

The Arbitrator's decision shall be final and binding on both parties, and shall be handed down as expediently as possible.

#### 7.10 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of its Nominee to the Board;
- (b) One-half (½) of the fees and expenses to the Chairperson.

#### 7.11 Single Arbitrator

The parties may:

- (a) Mutually agree to a single Arbitrator to hear the grievance. The use of single Arbitrator must be acceptable to both Parties.
- (b) Each Party shall pay one-half (½) of the fees and other related expenses of the single Arbitrator.

- (c) Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

#### 7.12 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties, verbally, and confirmed in writing.

### ARTICLE 8 COMMITTEES

#### 8.01 Labour Management Committee

- (a) The purpose of the Labour Management Committee established by the parties is to enhance communication between Library Management and Employees so as to work toward the goal of providing the best possible service to Library users. It is not the role of the committee to replace or interfere with normal labour relations activities such as grievance processing and contract negotiations.
- (b) The committee consists of two (2) Union members and two (2) Management members. A representative from CUPE Local 70 or CUPE National and a representative from the City of Lethbridge Human Resources Department may attend meetings as resources to the Committee; however, these representatives will have no vote.
- (c) The responsibility of Chair and Secretary will rotate between the parties for each meeting.
- (d) Union members will suffer no loss of regular pay for attending meetings.

#### 8.02 Integrated Risk Management Committee

- (a) The purpose of the Integrated Risk Management Committee established by the parties is to assist the Employer in meeting its obligation to provide a safe and healthy workplace as prescribed in the *Alberta Occupational Health & Safety Act*.
- (b) The Committee consists of two (2) Union members and two (2) Management members.
- (c) Union members will suffer no loss of pay for attending meetings.

### ARTICLE 9 COLLECTIVE AGREEMENT

- 9.01 The Employer will be responsible for typing up the new Collective Agreement for proofreading.
- 9.02 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide the Employees with a copy of the Agreement.

## ARTICLE 10 WAGES

Refer to Appendix "A"

### 10.01 Salary Level Progression

There shall be five (5) levels within each pay grade with the exception of Band 1.

Progression from Level 1 to Level 2 shall be upon the successful completion of 975 paid hours of service.

Progression from Level 2 to Level 3 will be automatic upon the completion of a further 975 paid hours of service.

Progression from Level 3 to Level 4 will be automatic upon the completion of a further 975 paid hours of service.

Progression from Level 4 to Level 5 will be automatic upon the completion of a further 1950 paid hours of service.

The new job evaluation bands will be implemented as per Letter of Understanding #5.

- 10.02 Any Employee required to work in a position senior to their classification shall be compensated at the lowest rate of pay for the senior position, or the next increment above the Employee's regular rate of pay. Such compensation shall be offered for work performed in excess of seven (7) consecutive working days. This arrangement shall be in effect provided the Employer is satisfied that the Employee is performing a major portion of the scope of the senior position. On the return of the incumbent Employee, the relieving Employee shall revert to their former rate of pay.

## ARTICLE 11 PAY DAYS

- 11.01 Wages earned will be paid every second Thursday. If such day is a legal holiday payment shall be made on the last working day prior to the holiday. Employees will have their pay automatically deposited into a bank account of their choice.

## ARTICLE 12 RECLASSIFICATIONS

### 12.01 Maintenance of Position Classification Program

The establishment and maintenance of a position classification program for employees within the CUPE jurisdiction shall be the responsibility of the Employer.

### 12.02 Union Provided with Job Descriptions

The Employer will provide the Union with job descriptions for all classifications in the bargaining unit upon request.

### 12.03 New Positions

When a new position is to be created the Employer shall complete a Job Information Questionnaire (JIQ) for the position and submit it to the Job Evaluation Committee for evaluation.

### 12.04 Out-of-Schedule Positions

In the event that the evaluated hourly rate of pay for a position is not competitive in the market place, the Employer may set an "out of schedule" hourly pay rate above the evaluated rate. All employees in classifications that are adjusted because of the market will be moved to the "out of schedule" classification hourly pay rate. Employees receiving "out of schedule" pay rates will be given six (6) months' notice in writing of any reduction or cancellation of the "out of schedule" rates.

### 12.05 Classification Committees

#### (a) Evaluation Committee

- (i) The Evaluation Committee is comprised of four members, two appointed by the Employer and two appointed by the Union.
- (ii) The role of the Evaluation Committee is to review requests for reclassification in accordance with the Job Evaluation Plan.

#### (b) Reconsideration Committee

- (i) The Reconsideration Committee is comprised of two members of the Evaluation Committee (one Employer appointee and one Union appointee) along with an Employer appointee and a Union appointee who are trained in job evaluation but who are not members of the Evaluation Committee.
- (ii) The role of the Reconsideration Committee is to review requests for reconsideration in accordance with the Job Evaluation Plan.

### 12.06 Classification Review Procedure

- (a) An employee or the exempt supervisor of an employee who considers that the duties or responsibilities of the employee's base position have been significantly changed since the last evaluation may request a review of the employee's position. The CEO may also request a review of a work group based on a change of duties as a result of reorganization.
- (b) When an employee or exempt supervisor initiates a review, a new JIQ form must be completed in accordance with the instructions described on the form. Both the employee and the employee's exempt supervisor must sign the completed JIQ. The JIQ shall then be submitted to the CEO's Office who will forward it on to members of the Evaluation Committee and coordinate the review.
- (c) The Evaluation Committee shall review the submission and reach a decision through consensus. The CEO's Office shall communicate the Evaluation

Committee's decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

#### 12.07 Reconsideration Procedure

- (a) An employee or exempt supervisor of the employee who disagrees with the decision of the Evaluation Committee may request a reconsideration of the decision provided that the request is submitted within ten (10) working days of receipt of the decision. The employee or exempt supervisor must complete a reconsideration form in accordance with the instructions of the form. The employee or exempt supervisor, as applicable must review the reconsideration request and provide written commentary either supporting or not supporting the request. The form shall then be submitted to the CEO's Office who will forward it on to members of the Reconsideration Committee and coordinate the review.
- (b) The Reconsideration Committee shall review the request and reach a decision through consensus. The CEO's Office shall communicate the Reconsideration Committee's decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

#### 12.08 Impact of Committee Decisions on Pay

- (a) A request for evaluation and/or reconsideration may result in an increase or decrease in the evaluated rate of pay or the evaluated rate of pay remaining the same.
- (b) An increase in the evaluated rate of pay will be retroactive to the first day of the pay period following the date the employee or exempt supervisor submitted the reclassification request.
- (c) No employee will experience a reduction in base pay as a result of a request for reclassification.
- (d) Employees whose base rate of pay exceeds the evaluated rate for the job will have their rates frozen while they remain in the over-range position, until the evaluated rate for the job equals or exceeds the frozen rate of pay.

#### 12.09 Time Limits

The time limits in these procedures may be extended upon agreement by both parties to this agreement.

### ARTICLE 13 EMPLOYEE BENEFITS

#### 13.01 Permanent Full-time Employee Flexible Benefit Plan

- (a) The benefits provided to Employees under the Flexible Benefit Plan (as administered by the City of Lethbridge) will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer's contract with Alberta Blue Cross Extended Health Care and/or Alberta Blue Cross Dental, be

terminated, the Employer and Union will meet to negotiate the applicable benefit(s).

- (b) The monthly premium costs for core benefits will be paid as follows:
  - (i) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
  - (ii) Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by Employees.
- (c) The Employer will contribute flexible credits to Permanent Full-time Employees calculated at 100% of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all Permanent Full-time Employees.
- (d) Permanent Full-time Employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by Employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.
- (e) Costs for the administration of the flexible benefit plan will be paid 100% by the Employees. Employee contributions will be deducted from flexible credits on an annual basis.
- (f) The benefit plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.

#### 13.02 Continuation of Benefits While Ill or Disabled

A permanent Employee who is absent from work because of illness or disability shall continue to enjoy Core Extended Health Care and Core Group Dental Coverage, at the same level of coverage as received normally, for as long as the member qualifies for disability benefits through the Disability Partnership.

#### 13.03 Local Authorities Pension Plan (LAPP)

The Employer agrees to provide pension coverage under the LAPP for all Employees whose membership is compulsory under the Plan or who are eligible by the terms of this agreement or Employer policy.

#### 13.04 Accommodation

The Employer and the Union shall share joint responsibility in the facilitation of Accommodation.

#### 13.05 Permanent Part-Time Employee Benefits

- (a) All eligible Employees may be covered under the Alberta Health Care Insurance

Plan and the Extended Health Care Plan in accordance with the terms of the contract. The Employer shall contribute 50% of the total premium cost for Employees so enrolled. Permanent part-time Employees shall be eligible to receive flex credits as follows: 2020 - \$883.26, 2021 - \$983.26 and 2022 - \$1083.26.

- (b) Effective January 9, 2013 all permanent part-time employees must participate in the LAPP and make contributions as required by the *LAPP Act*.

#### 13.06 Non-Permanent Employee Benefits

Non-permanent Employees who have averaged twenty-five (25) hours per week in the previous calendar year shall receive Alberta Health Care coverage. The Employer shall contribute 50% of the total premium cost for Employees so enrolled.

### ARTICLE 14 SICK LEAVE and DISABILITY

- 14.01 Permanent Employees are entitled to the benefits provided through the Disability Partnership Plan (as administered by the City of Lethbridge).

#### 14.02 Occupational Disability

The Employer agrees to pay wages to permanent Employees covered under this Agreement, with three (3) months of continuous service, for absences caused by occupational accident coming within the terms of the *Workers' Compensation Act of Alberta*, under the following conditions:

- (a) One hundred percent (100%) of the Employee's wages for any one (1) absence up to but not exceeding twenty-six (26) weeks;
  - (b) Compensation is payable by the *Workers' Compensation Act of Alberta* for the period of the absence;
  - (c) The Employee has produced a medical certificate signed by a fully qualified medical practitioner or a fully qualified chiropractor stating that the Employee was unable to work;
  - (d) Compensation monies received are paid over to the Employer;
  - (e) The Employee notified the Supervisor or the Person-on-Duty of their inability to work.
- 14.03 Where the Employer has reason to doubt the justification of the cause of the absences, the Employee, after a written notification, shall be required to submit a medical certificate for all absences in excess of one (1) working day. This requirement shall extend for a period of six (6) calendar months following the written notification.
  - 14.04 The Employer and the Union (through the Shop Steward, or Local Representative) agree to cooperate in education and counselling in an effort to control sick leave and the costs thereto.

- 14.05 It is the Employee's responsibility to notify the Supervisor or designate at least one (1) hour before (if possible) but in any case not later than the Employee's regular time of starting work, or any special time the Employee may have been called out if the Employee is unable to work.
- 14.06 A doctor's certificate may be required when the working day prior to or following any requested leave or General Holiday is taken as a sick day.

**ARTICLE 15 STUDENT EXPOSURE TO THE WORKPLACE**

- 15.01 The Employer and the Union believe that exposing students to the work of Library Employees is of value both to the Community and to the Library, however, we also believe that such exposure should not unduly disrupt the work of the Employees. Accordingly, where the Employer agrees to accommodate requests for student exposure to the workplace, such exposure will be limited to a maximum of one hundred and twelve (112) hours per student.

**ARTICLE 16 GENERAL HOLIDAYS**

- 16.01 Following shall be considered General Holidays:

New Year's Day	Canada Day
Family Day	August Civic Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Christmas Day	Boxing Day

and all general holidays proclaimed by the City of Lethbridge, Province of Alberta, or the Government of Canada.

No deduction in the wages of any full-time Employee shall be made on account of the above-mentioned holidays occurring during regular work periods, provided the Employee has worked the scheduled shift immediately prior or immediately following the holiday unless that day is covered under the Disability clauses of this Agreement.

- 16.02 If a General Holiday falls on a permanent full-time or permanent part-time employee's regular day(s) off, Monday through Sunday, they shall be entitled to an extra day off for same with no deduction in wages or salary provided that a holiday falling on a day off has not been celebrated on a subsequent working day. This time must either be taken in the year in which it was earned at the discretion of the Employee, with the prior approval of the immediate Supervisor or the Employee may elect to bank this time within the provisions of section 19.06.

Casual Employees are excluded from these provisions and shall continue to receive the calculated pay for general holidays not worked as outlined in section 16.05.

- 16.03 If a General Holiday falls on an Employee's regular working period and they work, they shall be paid at double time (2x) their regular rate of pay as covered by this Agreement, in addition to the normal rate of pay.
- 16.04 If any governmental body whose authority is binding in these matters proclaims a holiday it will be recognized as a legal holiday, except when replacing a holiday named in this section; in which case the proclaimed holiday only shall be recognized.
- 16.05 In the case of permanent part-time and non-permanent Employees who are eligible for payment for General Holidays, if not worked, must be paid at least their average daily wage as per Employment Standards, which is calculated as 5% of the employee's wages, general holiday pay and vacation pay earned in the 4 weeks immediately preceding the general holiday.

**ARTICLE 17 ANNUAL VACATION**

- 17.01 (a) All Permanent Full-time Employees, hired effective January 1, 2009 or thereafter, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An Employee entering the service after the fifteenth (15th) of any month, will be considered for vacation entitlement purposes to have entered the following month.

In the first (1st) calendar year of an Employee's service the Employee shall receive up to 15 days of vacation as determined by the month they started their employment.

MONTH ENTERING SERVICE	VACATION ENTITLEMENT
January	15 days
February	15 days
March	15 days
April	13 days
May	10 days
June	9 days
July	8 days
August	6 days
September	5 days
October	4 days
November	2 days
December	1 day

In the second (2<sup>nd</sup>) calendar year, the Employee shall receive three (3) weeks of vacation.

In the third (3<sup>rd</sup>) calendar year and each subsequent year, the Employee shall receive four (4) weeks of vacation.

\*For employees hired after April 15, 2019 - In the eighth (8<sup>th</sup>) calendar year and each subsequent year, the Employee shall receive four (4) weeks of vacation.

In the eighteenth (18<sup>th</sup>) calendar year and each subsequent calendar year, the Employee shall receive five (5) weeks of vacation.

In the twenty-sixth (26<sup>th</sup>) calendar year and each subsequent year, the Employee shall receive six (6) weeks of vacation.

Upon termination of employment, an Employee will be paid out a pro-rated amount of vacation based on the number of calendar months worked prior to termination less any vacation time already taken in that year.

Employees who have taken vacation leave in excess of the amount that would be paid out upon termination, will have any excess reversed and the applicable amount will be deducted from any monies owing to the Employee by the corporation.

(b) Length of Vacation

All permanent employees hired prior to January 1, 2009 and who have remained in continuous regular employment with the City, are subject to an accrual based vacation system, whereby they earn vacation in one year to be taken in the following year.

Upon termination of employment, an employee on this system is entitled to be paid out their outstanding accrued vacation time for the prior year plus a pro-rated amount of vacation earned in the current year up to and including the termination date.

(c) Permanent part-time Employees shall be entitled to vacation, pro-rated on the Employee's normal hours from the previous year of service, based on the Employee's calendar year of service in paragraph (a).

Vacation time earned on additional hours worked for permanent part-time Employees beyond normal scheduled hours of work shall be paid out in February of the following year at the rate at which it was earned.

(d) Non-permanent Employees shall receive vacation pay, based on the Employee's paid hours, on each pay cheque. Non-permanent Employees shall earn vacation pay in accordance with the provisions of the Employment Standards Code.

17.02 Pay will continue at regular rates during vacation periods.

17.03 If a Statutory Holiday falls within an Employee's scheduled vacation, the Employee shall be paid for the statutory holiday as per ARTICLE 16.

17.04 Annual vacation may be taken at any time during the calendar year, subject to approval, and shall be based on a rotation system within each service area. This provision applies to all Employees.

#### 17.05 Approved Leave during Vacation

Where an Employee qualifies for sick leave, bereavement leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option. An Employee who becomes ill during annual vacation shall receive credit for such days towards further vacation, provided that a medical certificate is provided for all days claimed.

- 17.06 If an Employee is absent due to illness or non-occupational accident for a period in excess of six (6) months, they may not continue to accumulate annual vacation credits until and unless they return to work.
- 17.07 An Employee who has a previously approved vacation period cancelled by the CEO shall be reimbursed for any cancellation fees associated with travel plans or related expenses. The Employee must substantiate these fees or expenses with receipts to receive reimbursement.
- 17.08 An Employee shall be entitled to designate vacation time to their paid leave bank as per section 19.06.

### ARTICLE 18 LEAVE OF ABSENCE

- 18.01 Leave of absence will 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 when the length of time of the leave of absence shall be negotiated between the Employer and the Union.
- 18.02 The Employee must give sufficient and reasonable notice, in writing, to the CEO or designate.
- 18.03 Such leave must be authorized by the CEO or designate.
- 18.04 On return from such leave an Employee will be given a comparable position at the former rate of pay if the said leave does not exceed ninety (90) working days, but not necessarily the identical position occupied by the Employee prior to the leave of absence.
- 18.05 If an Employee's application is refused, then the Employee shall have the right to appeal to the next level of authority with final authority resting with the CEO.
- 18.06 Sufficient and reasonable notice must be given for an extension of absence, which must be authorized by the CEO or designate. If such authorization is not received and the Employee has not returned to work at the expiration of their leave, the Employee shall be considered to have terminated their service with the Library.
- 18.07 An Employee who has been granted a leave of absence of any kind for any period is responsible for benefit premiums and pension contributions during the period of leave. The Employee may choose to continue or drop benefits or pension contributions during the period of leave, unless prohibited by benefit contracts or law.

**ARTICLE 19 PAID LEAVE OF ABSENCE**

No person shall be absent from their duties without deductions from salary except:

**19.01 Bereavement Leave**

In the case of death in the immediate family i.e.:

Spouse (including Common-Law Spouse)	Mother	Father
Brother	Sister	Child
Mother-in-Law	Father-in-Law	Daughter-in-Law
Son-in-Law	Brother-in-Law	Sister-in-Law
Grandparents	Grandchild	Legal Gaurdian
Grandmother-in-Law	Grandfather-in-Law	

when up to five (5) days will be allowed to attend the funeral. The Employee requesting the bereavement leave shall substantiate the request for bereavement leave, to the satisfaction of the CEO, before they are entitled to bereavement leave.

Unpaid leave of up to 3 days can be requested for any other relative or step-relative not indicated above and be approved at the discretion of the Chief Executive Officer or designate upon the member providing a request for unpaid bereavement leave to be allowed to attend the funeral. The Employee requesting the bereavement leave shall substantiate the request, to the satisfaction of the CEO, before they are entitled to this unpaid bereavement leave. Requests for additional time off to travel may be submitted to the Chief Executive Officer for consideration.

- (a) Employees shall be allowed one-half (½) day off with pay when attending a funeral as a pallbearer. If the Employee is required to travel in excess of 250 kilometers round trip to attend a funeral as a pallbearer, the Employee shall be allowed an additional one-half (½) day off with pay.
- (b) If an employee receives notification of their loss during a shift already started, the employee shall be excused from work with pay for the balance of that shift and bereavement leave will commence on the following day.

**19.02** With the written consent of the CEO or designate for such reasons as carrying out professional duties, attendance at professional conferences, or for any other reason which they deem sufficient.

### 19.03 Pay for Court Attendance or Jury Duty

- (a) Where a Permanent Employee is required to attend jury duty, court, coroner's inquest or other tribunal, to give evidence on any matter or occurrence, or thing of which they have knowledge by reason of employment with the Employer they shall be entitled to receive normal pay, or such attendance fees as are awarded, whichever is the larger amount. Should they elect to receive normal pay, any attendance fees must be paid to the Employer with the exception of awarded expenses for travel, meals and lodging.
- (b) Non-permanent Employees will receive ten percent (10%) of their hours worked in the last pay period worked for each day of court or jury duty at their regular rate of pay.

### 19.04 Intentionally Left Blank

19.05 Permanent Full-time Employees in their third (3<sup>rd</sup>) and each subsequent calendar year of service may take up to two (2) days of paid personal leave per calendar year without loss of pay, benefits, or seniority. The Employee will give as much prior notification to their Supervisor as possible. Paid personal leave is not cumulative and cannot be paid out upon termination. Leave is to be taken as full scheduled shifts and cannot be broken into single hours.

19.06 Permanent Employees may elect to bank vacation, overtime and/or General Holiday time (as per section 16.02) to a maximum of seventy-five (75) hours at any given time. This bank balance will be carried-over from year to year provided it does not exceed seventy-five (75) hours. This time may be taken at the discretion of the Employee with the prior approval of the immediate Supervisor.

Overtime worked in emergency situations where cost recovery is possible may not be banked.

- 19.07 (a) When a full-time or part-time Employee has to attend a medical or dental appointment the Employee shall not suffer loss of wages or benefits for time away from the workplace to a maximum of two (2) hours. The Employee will notify the Employer as soon as possible of the pending appointment. Every effort shall be made by the Employee to schedule appointments outside of working hours.
- (b) It is expected that every effort will be made by non-permanent Employees to make medical appointments outside of scheduled hours. When a non-permanent employee is required to attend a medical or dental appointment on short notice that conflicts with a scheduled shift, the leave will be subject to supervisor approval. When the leave is approved the Employee shall not suffer loss of wages for time away from the workplace to a maximum of two (2) hours. This clause will only pertain when the shift is four (4) hours or greater.

## ARTICLE 20 UNPAID LEAVE

### 20.01 Education Leave

The Employer will attempt, within means available to it, to provide educational leave to

permanent Employees. Permanent Employees are eligible to apply for education leave which is of benefit, or directly related to, the aims and objectives of the Employer, and/or enhance the Employee's ability to carry out their job duties. Final authorization for educational leave will be with the CEO subject to operational requirements and budget.

- (a) The length, terms and purpose of such leave will be agreed to, in writing, by the Employer and the Employee. Any commitment by the Employer to pay for any costs associated with the educational leave, as well as the Employee's agreed upon work commitment post-leave, will be confirmed in writing prior to the start of the leave.
- (b) Upon completion of an educational leave of absence the Employee will return to work in the Library for an agreed upon length of time, at a classification not less than the one held at the time of the beginning of the leave. Failing this return the Employee will repay such costs as agreed to in the terms of the educational leave.
- (c) Seniority will accrue during leaves of absence approved by the Employer for educational purposes.

#### 20.02 Civil Criminal Case

No Employee shall be entitled to receive pay where they are summoned to give evidence in any civil litigation to which the Employer is not a party, or where they are summoned to give evidence in a criminal court, or when they are the person charged in any court, unless such criminal case arises out of actions by the Employee in the course of their employment.

#### 20.03 Union Leave

When it is necessary for the Union to make application for leave of absence for Union business, it is requested (if possible) that such application be in the hands of the CEO not less than two (2) weeks prior to such leave of absence being required. It is required that such application contain the names of the Union members for which leave is required, and if these names submitted are not agreeable to the Employer the Union will be advised of the reason, in writing, by the CEO within three (3) working days of receipt of the request and alternate names will be submitted. The Union shall reimburse the Employer for salary, wages and benefits paid to Employees during such leave.

#### 20.04 Funeral Leave

In the event of the death of a member of the Library Local of CUPE Local 70 or a member of the CUPE Local 70 Executive Committee, an Employee may be granted three (3) hours leave without pay to attend the deceased member's funeral.

#### 20.05 Compassionate Care Leave

Employees shall be granted an unpaid leave up to a maximum of eight (8) weeks in a calendar year to care for a seriously ill family member. If the Employee chooses to make pension or benefit contributions for the period of the leave, the Employer will pay the Employer's portion of the contributions for the same period. On a return from leave,

Employees will be placed in their former position. Seniority will continue to accrue during the period of the leave.

#### 20.06 Personal Leave

In any one (1) contract year, not more than two (2) days for some emergency, misfortune or circumstance demanding the Employee's attention. A circumstance means a situation of critical nature, which requires the Employee's physical presence during normal working hours. Personal leave must be taken for a minimum of four (4) hours.

### ARTICLE 21 PARENTAL LEAVE

Both the Union and the Employer recognize the provisions and authority of the Maternity Benefits section of the *Employment Standards Act* of Alberta.

#### 21.01 Availability and Length of Parental Leave

Parental Leave shall be made available to all birth mothers, fathers and adoptive parents. The total leave to be taken, at the Employee's discretion, shall not exceed seventy-eight (78) weeks in the case of birth mothers (including the period before and after the estimated date of delivery) as per Employment Standards Code. The Employer shall not be required to make Parental Leave available to more than one Employee at a time in relation to the same pregnancy or adoption.

#### 21.02 Shortening of Leave

An Employee, with the agreement of the Employer, may return to work prior to the expiry of the requested Parental Leave. However, if a birth mother wishes to return to work before the expiry of eighteen (18) weeks from the date of the birth, the Employer reserves the right to require a medical certificate indicating the resumption of work will not endanger their health.

#### 21.03 Notice to Employer

The Employee shall give the Employer three (3) weeks' notice, in writing, of the date upon which the Employee intends to commence Parental Leave, together with a medical certificate stating that the Employee or the Employee's spouse is pregnant and giving the estimated or actual date of delivery.

In the case of adoption leave, the notice is to be accompanied by a certificate from social services stating the estimated or actual date of receipt of the adopted child.

#### 21.04 No Prior Notice

An Employee who fails to comply with section 21.03 shall be entitled to Parental Leave if, within two (2) weeks after the Employee ceases work, a medical certificate is provided, indicating the Employee or Employee's spouse is not able to work by reason of the Employee's or the Employee's spouse's pregnancy and giving the estimated or actual date of delivery.

In the case of adoption, a letter from social services confirming receipt of the child will be required.

#### 21.05 Resuming Employment

An Employee who wishes to resume employment shall give the applicable Manager four (4) weeks' notice, in writing, of the day on which the Employee intends to resume employment.

The Employer shall:

- (a) reinstate the Employee in the position occupied at the time the Parental Leave commenced; or
- (b) provide the Employee with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the Employee, to the date that the Employee commenced Parental Leave.

The Employer is not required to allow an Employee to whom Parental Leave has been granted to resume employment until after the expiration of four (4) weeks from the day on which the Employee notifies the Employer of the intention to resume employment.

#### 21.06 Interference with Performance of Duties

Where the pregnancy of an Employee interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence Parental Leave under section 21.01, but not to exceed the twelve (12) weeks immediately preceding the estimated date of delivery.

During cases of pregnancy, an Employee may be unable to perform all duties of **their** own position but may well be able to perform alternate work. It is, therefore, desirable to both the Employer and the Union that alternate work be provided if alternate work, at an equivalent rate of pay, is available within the bargaining unit, it will be provided. If, however, this is not possible alternate work at a lesser rate of pay will be offered. The Employee shall have the right to refuse work and elect instead to commence Parental Leave.

#### 21.07 No Termination or Layoff

The Employer shall not terminate the employment of or layoff an Employee who by reason only that the Employee is pregnant or that Parental Leave has been taken.

#### 21.08 Benefits and Entitlement

Parental Leave shall be without pay, sickness benefits or vacation entitlement. The Employee on such leave will not lose seniority.

## ARTICLE 22 PROMOTIONS, SENIORITY & RE-ENGAGEMENTS

- 22.01 When filling vacancies or new positions, such appointments shall be made from the present staff, provided the applicant has the necessary qualifications and ability. Where qualifications and ability are equal, seniority shall govern.
- 22.02 (a) The Employer has the right to determine when a position shall be filled. If the Employer decides that a certain vacant position will not be filled, the Local Representative shall be so advised, in writing, within thirty (30) calendar days of the position becoming vacant. If this does not occur, the position shall be posted in accordance with 22.02(b).
- (b) When a vacancy or new position is to be filled, within thirty (30) calendar days of either the position becoming vacant or created, the following shall apply:
- (i) the position shall be posted in all service areas for a minimum of ten (10) calendar days prior to the closing date, with a copy being sent to the Local Representative.
  - (ii) such posting shall indicate the classification, rate of pay, bi-weekly hours of employment and the necessary qualifications.
  - (iii) the position shall be filled not later than fourteen (14) calendar days of closing date;
  - (iv) entry level position of Page exempt from mandatory posting.
- 22.03 When an appointment is made the Employer shall forward a notice to the Local Chair, indicating the Employee's name and rate of pay. Notification of the appointment shall be distributed to staff by email
- 22.04 Seniority
- (a) Seniority shall be recognized as accumulated hours worked to date, excluding overtime hours.
  - (b) With the exception of the circumstances set out in (d), seniority shall also include absences due to:
    - (i) paid leaves (e.g. annual vacation, union business);
    - (ii) disability;
    - (iii) parental leave;
    - (iv) education leave; and
    - (v) authorized union leave under section 20.03.
  - (c) There shall be one (1) seniority list, which shall be posted in July of each year.

- (d) An Employee's seniority shall be terminated and their rights under this Agreement forfeited for any of the following reasons:
- (i) the Employee resigns or retires;
  - (ii) the Employee is discharged and is not reinstated;
  - (iii) the Employee fails to return to work upon expiration of an authorized leave of absence and who did not receive authorization for extension (see section 18.06);
  - (iv) the Employee is laid off for a continuous period of twenty-four (24) months; or
  - (v) where a notice of recall has been sent by registered mail to the most recent address provided by the Employee, the Employee fails to return to work within five (5) working days from the date specified in the letter of recall. An exception will be made only in extenuating circumstances as determined by the Employer.
- (e) An Employee who is appointed to an excluded position shall not be covered by the terms and conditions of this agreement but retain accumulated seniority for a period of six (6) months and shall have the right to return to their former position in the bargaining unit within that period of time. Any affected Employee shall also be returned to their former position without loss of seniority.

## ARTICLE 23 LAYOFFS / RECALLS

### 23.01 Notice of Layoff

All permanent Employees shall receive thirty (30) working days advance notice before being laid off, or shall receive pay in lieu of such notice. A lay-off shall be deemed to include a reduction in the workforce or:

- (a) a reduction of the hours of a Permanent Full-time Employee; or
- (b) a reduction in the hours of a permanent part-time Employee, to below forty (40) hours bi-weekly.

### 23.02 Layoff Procedures

In the event of layoffs in a classification, Employees shall be laid off in reverse order of their bargaining unit wide seniority. Classifications are as named in Appendix "A".

A permanent Employee who has been given layoff notice, shall within seventy-two (72) hours, choose one of the following options:

- (a) Displace a less senior permanent Employee in a classification with the same or lesser end rate of pay when the hours of work of the chosen position do not result in an increase of hours and provided the Employee has the qualifications to perform the work.

- (b) Take a vacancy that is available, provided they have the qualifications to perform the work.
- (c) Displace a less senior non-permanent Employee in a classification with the same or lesser end rate of pay.
- (d) Choose to accept layoff

#### Recalls

In the event of recalls, Employees shall be recalled in order of their bargaining unit seniority, provided they are qualified to perform the work available. No non-permanent Employee shall be recalled if a permanent Employee with the required qualifications is still on layoff.

Permanent Employees who have received layoff notice shall maintain the right of recall to their former full-time equivalency and classification for a period of twenty-four (24) months. A permanent Employee who has been laid off, and accepts or chooses to take a lower paid position, or less hours of work in order to continue employment, shall maintain full recall rights to their former classification and full-time equivalency for twenty-four (24) months. When a former Employee is subsequently re-employed, they shall maintain their previous seniority and benefit accruals.

There shall be no new Employees hired while a permanent Employee is on layoff.

- 23.03 The parties agree that if layoffs are to occur, they shall meet to discuss the pending layoffs no less than fourteen (14) days prior to Employees being notified. Should any changes be deemed necessary to the layoff procedure, they shall be done in writing by mutual agreement of both parties, and shall form part of the collective agreement.

#### ARTICLE 24 TECHNOLOGICAL CHANGE

- 24.01 An Employee classified as a permanent Employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of Employees required to operate the department in which they are employed.

The Employer agrees that, wherever possible, no Employee shall lose employment because of technological change and, therefore, agrees that a reasonable period shall be provided in order that they may take advantage of all reasonably available retraining and other internal employment opportunities, commensurate with their abilities and qualifications.

The Employer recognizes that advance notice of any change is desirable and beneficial for all concerned and, therefore, agrees to provide as much advance notice as possible.

#### ARTICLE 25 SUPERVISION OF IMMEDIATE RELATIVES

- 25.01 No immediate family member (as defined in section 19.01) may supervise another immediate family member.

## ARTICLE 26 PERSONNEL FILE

- 26.01 Within five (5) working days of an Employee giving written notice to the CEO or designate, an Employee shall be allowed to view their personnel file. At the Employee's request, a copy of their file shall be provided.

## ARTICLE 27 WORKING HOURS

- 27.01 (a) The hours of work for newly hired full-time permanent Employees or Employees who achieve full-time permanent status, shall be between 8:00 a.m. to 9:15 p.m., to a maximum 8 hours per day, 75 hours per pay period, with no more than 6 consecutive days of work.
- (b) The hours of work for cleaners, maintenance and Information Technology staff shall be between 6:00 a.m. and midnight, with a maximum of 8 hours per day, a maximum of 75 hours bi-weekly, and no more than six (6) consecutive days in a row.
- (c) The hours of work for bookmobile staff and staff delivering specified programs shall be between 7:00 a.m. and 10:30 p.m. with a maximum of 8 hours per day, a maximum of 75 hours bi-weekly, and no more than six (6) consecutive days in a row.
- 27.02 Permanent part-time Employees shall be entitled to the number of hours as specified by their current appointed position and the number of hours shall be a minimum of forty (40) hours per pay period. Employees may request a reduction in working hours to a minimum of forty (40) hours per pay period, subject to approval by their Supervisor.
- 27.03 Work on the Sunday before a General Holiday shall be at straight time. Employees scheduled to work on the Sunday before a General Holiday, will have the option to voluntarily take the day off. Management will attempt to reschedule hours at a mutually convenient time within the pay period.
- If this is not possible, then the employee will have the option to:
- (a) Take banked time (eg. Vacation, overtime, personal days)
- (b) Take leave without pay
- 27.04 All Public Service Employees, covered by this Agreement shall work an equal share of Saturdays, Sundays and evenings, within their service area, except where provision of Library Services requires otherwise and except where an Employee agrees to work a more frequent share of Saturdays, Sundays and evenings. It being understood and agreed that in the case of Pages, Facility Services, and non-permanents, it has been and is the condition of employment that they work the bulk of their hours on evenings, Saturdays and Sundays. All Sunday work requiring overtime payment must be authorized by Management.
- 27.05 Work on Sunday shall be on a volunteer basis for full-time permanent Employees, except for Facility Services, and those Employees who hold regular Sunday work positions.

- 27.06 A call-in shall be for a minimum of three (3) continuous hours. In the case of in-service or staff meetings requiring attendance, the minimum shall be of a two (2) continuous hours duration.
- 27.07 When an Employee is required to Stand-by and is not called into work, the Employee shall receive one (1) hour of pay at the Employee's current rate of pay for every three (3) hours of Stand-by.
- 27.08 When Employees are assigned to work in positions with higher end wage rates this work will be assigned as equitably as possible amongst the available and qualified Employees of that service area.
- 27.09 (a) When an Employee's duties are affected by unforeseen circumstances the Employer will make every attempt to find alternate work for the Employee to allow for completion of their shift. This may entail a change in department and/or a change in location. If alternative work is not found and an Employee is sent home by the Employer for reasons beyond the Employee's control the Employee will be paid their regular scheduled hours for the remainder of the day at the regular rate of pay.
- (b) When circumstances occur that the Employer deems as situations that may affect an Employee's health and safety, and an Employee is sent home by the Employer, the Employee will be paid their regular scheduled hours for the remainder of the day at the regular rate of pay.
- 27.10 When the Employer cancels a shift with less than twelve (12) hours' notice the affected Employee will receive a minimum of three (3) hours pay at the Employee's regular rate of pay.
- 27.11 Rest and Lunch Breaks
- (a) Employees working a straight seven and a half (7½) hour shift are allowed two twenty (20) minute paid rest breaks, one in the first half of the shift and one in the second half of the shift. A one (1) hour unpaid lunch break must also be taken unless arrangements for a half (½) hour unpaid lunch break are made with the immediate supervisor.
- (b) Employees working a split shift are allowed two twenty (20) minutes paid rest breaks, one in the morning and one in the evening.
- (c) Employees working less than a five (5) hour shift are allowed a twenty (20) minute paid rest break.
- Employees working a five (5) hour shift are allowed a thirty (30) minute paid rest break.
- (d) Employees working over five (5) hours are allowed two twenty (20) minute paid rest breaks, one in the first half of the shift and one in the second half of the shift. A one (1) hour unpaid lunch break must also be taken unless arrangements for a half (½) hour unpaid lunch break are made with the immediate supervisor.

(e) Employees who are working more than two (2) hours overtime up to and including five (5) hours overtime are allowed a twenty (20) minute paid rest break. Employees who are working over five (5) hours overtime are allowed two twenty (20) minute paid rest breaks, one in the first half of the overtime and one in the second half of the overtime. For Employees working over five (5) hours overtime, a one (1) hour unpaid lunch break must also be taken in mid-shift unless arrangements for a half (½) hour lunch break are made with the immediate supervisor. For the purposes of this paragraph, overtime hours are those worked after a straight seven and a half (7½) hour shift.

(f) The coordination of rest and lunch breaks is the responsibility of the immediate supervisors. Any adjustment must receive prior permission from the immediate supervisor.

27.12 Employees may be able to work a flexible work hour arrangement, approved by the Employer, as per Appendix "B". A copy of all flexible work arrangements shall be provided to the Local Union Representative.

27.13 All permanent Employees shall be entitled to two (2) consecutive days off in a fourteen (14) calendar day period.

27.14 Subject to the requirement that the Boiler at the West Side Branch be checked twice daily on weekends and General Holidays, the Assistant: Facility Services is required to work General Holidays to perform these checks. The incumbent in this position (or their designate) when working General Holidays will have the option of either:

(a) Work the full day at straight time and schedule an alternative day off with pay at a time mutually convenient to the worksite and the incumbent

(b) On the General Holiday come in twice daily to perform the required checks and be paid at double time, for not less than one hour per check

The affected incumbent must notify Library management which option they are going to exercise not less than two weeks prior to the General Holiday.

#### ARTICLE 28 OVERTIME

28.01 Overtime work, when requested by the Employer, will be paid for at double time (2x) the normal rate of pay. Employees may choose to bank two times (2x) the hours worked under the provisions of section 19.06.

28.02 Permanent Full-Time Employees

Overtime will be considered to be those hours in excess of the working hours stipulated in ARTICLE 27.

28.03 Permanent Part-Time Employees and Non-Permanent Employees

Overtime will only apply if an Employee works more than seventy-five (75) hours bi-weekly or more than 8 hours in a day.

- 28.04 In the event of an Employee being called to work on their day(s) off, they shall be paid double time (2x).
- 28.05 Overtime will be distributed as evenly as practical between the Employees in each service area.
- 28.06 No Employee shall be required to take time off in lieu of overtime.

## ARTICLE 29 DISCIPLINE AND DISMISSALS

### 29.01 Just Cause Only

An Employee may be dismissed or disciplined for just cause only.

### 29.02 Compensation for Wrongful Dismissal

Any Employee who has been wrongfully dismissed by the Employer and who is later reinstated shall be compensated subject to the decision and findings of the Board of Arbitration.

### 29.03 Disciplinary Action

Disciplinary action shall be defined as an oral warning, written warning, suspension and/or dismissal issued to any Employee as a result of any discussion with supervisory personnel. When any disciplinary action is taken and recorded on the Employee's personnel file, the Local Representative shall be sent a copy. Such action shall be brought to the Employee's attention within ten (10) working days of the Employer becoming aware of the incident-giving rise to the action.

Performance evaluation forms and letters of expectation are not disciplinary actions for the purpose of this clause and will not be relied upon as a step in progressive discipline.

The record of an Employee shall not be used against the Employee after twenty-four (24) months following the incident.

### 29.04 Right to Have a Steward or Local Representative Present

An Employee shall have the right to have a Steward or Local Representative present at any discussion with Supervisory Personnel, which the Employee believes might be on the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes the Supervisor shall notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact a Steward or Local Representative to be present at the interview. No Employee is required to answer to the charges without a Steward or Local Representative present. An Employee, who waives their right to having a Steward or Local Representative, must sign a waiver to this effect.

A Steward or Local Representative shall have the right to consult with a CUPE National Representative and to have **them** present at any discussion with Supervisory Personnel, which might be the basis of discipline.

## ARTICLE 30 HEALTH AND SAFETY REGULATIONS

30.01 The Union and the Employer recognize the importance of a healthy and safe workforce. These groups are committed to recognizing, promoting and educating employees on safe and healthy work practices.

### 30.02 Employee Conformance with Safety Regulations

The parties agree that safety regulations are necessary and may be prescribed from time to time by the Employer. Conformance with such regulations, and also the regulations by the Workers' Compensation Board, shall be a condition of employment.

### 30.03 Cooperation on Safety

The Employer and the Union will assist Labour/Management Safety Committee members in acquiring background information with respect to identifying potential health and safety problems.

### 30.04 Disclosure of Information

Upon receipt of written request, the Employer shall provide the Union with available information on chemicals, which identifies all biological agents, compounds, substances, by-products and physical hazards associated with the work environment.

### 30.05 Safety & Health Record, Reports and Data

The Employer will provide the Union, upon written request, with any available non-confidential information on accidents and health safety matters.

### 30.06 Time Off for Health & Safety Training

The Employer may grant time off to Employees from work, with no loss of seniority, to attend seminars on health and safety matters.

### 30.07 Right to Refuse and No Disciplinary Action

No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in a workplace, or to operate any equipment where they believe it would be unsafe until such time as it is approved safe by the City Corporate Safety Manager and Alberta Labour, Workplace Health and Safety Officer.

### 30.08 Proper Training

No Employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions, as determined by the Employer.

### 30.09 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

ARTICLE 31 USE OF PERSONAL VEHICLES

No employee shall be required to use their personal vehicle for transportation between locations during a single shift unless paid as per policy.

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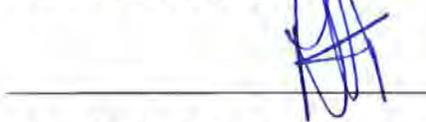
Dated at Lethbridge, Alberta this 5<sup>th</sup> day of May, 2019.

SIGNED ON BEHALF OF

**THE CITY OF LETHBRIDGE LIBRARY BOARD**



Chair of the Library Board



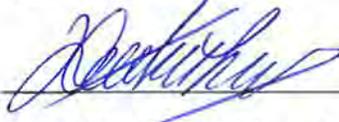
Vice-Chair of the Library Board

SIGNED ON BEHALF OF

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70 (Library Employees)**



Chair, CUPE Local 70



Vice-Chair, CUPE Local 70

**APPENDIX "A" – WAGE RATES**

- (a) The Employer reserves the right to hire new staff with special qualifications or experience at rates higher than the minimum.
- (b) Where a subordinate scale overlaps with the next higher scale, a promoted Employee will be placed on the first favourable step in the superior scale.
- (c)

<b>Band 10</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
110A	<b>Librarian</b> - Children's Services - Information Services - Teen Services	Level 1	\$33.14	\$33.64	\$34.14	\$34.82
		Level 2	\$34.42	\$34.94	\$35.46	\$36.17
		Level 3	\$35.71	\$36.25	\$36.79	\$37.53
		Level 4	\$36.99	\$37.54	\$38.10	\$38.86
		Level 5	\$38.27	\$38.84	\$39.42	\$40.21
<b>Band 9</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
109A	<b>Adult Literacy and Learning Coordinator</b>	Level 1	\$31.98	\$32.46	\$32.95	\$33.61
109B	<b>Librarian - Casual</b>	Level 2	\$32.77	\$33.26	\$33.76	\$34.44
		Level 3	\$33.58	\$34.08	\$34.59	\$35.28
		Level 4	\$34.37	\$34.89	\$35.41	\$36.12
		Level 5	\$35.17	\$35.70	\$36.24	\$36.96
<b>Band 8</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
108A	<b>Bookmobile Coordinator</b>	Level 1	\$30.63	\$31.09	\$31.56	\$32.19
108B	<b>Communications Coordinator</b>	Level 2	\$31.48	\$31.95	\$32.43	\$33.08
108C	<b>Facility Services Coordinator</b>	Level 3	\$32.28	\$32.76	\$33.25	\$33.92
		Level 4	\$33.09	\$33.59	\$34.09	\$34.77
108D	<b>Information Technology Coordinator</b>	Level 5	\$33.95	\$34.46	\$34.98	\$35.68

<b>Band 7</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
107A	Library Technician - Adult Literacy and Learning					
107B	Bookmobile Driver					
107C	Library Technician - Audio Visual Services - Children's Services - The Crossings Branch - Customer Services - Information and Branch Services	Level 1	\$26.81	\$27.21	\$27.62	\$28.17
		Level 2	\$27.55	\$27.96	\$28.38	\$28.95
		Level 3	\$28.31	\$28.73	\$29.16	\$29.74
		Level 4	\$29.02	\$29.46	\$29.90	\$30.50
		Level 5	\$29.82	\$30.27	\$30.72	\$31.33
107D	Information Technology Assistant					
<b>Band 6</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
106A	Library Assistant - Casual - Children's Services - Information Services	Level 1	\$25.14	\$25.52	\$25.90	\$26.42
		Level 2	\$25.78	\$26.17	\$26.56	\$27.09
		Level 3	\$26.41	\$26.81	\$27.21	\$27.75
		Level 4	\$27.03	\$27.44	\$27.85	\$28.41
		Level 5	\$27.68	\$28.10	\$28.52	\$29.09
<b>Band 5</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
105A	Administrative Support - Visual Arts Curator	Level 1	\$21.96	\$22.29	\$22.62	\$23.07
		Level 2	\$23.30	\$23.65	\$24.00	\$24.48
		Level 3	\$24.49	\$24.86	\$25.23	\$25.73
105B	Administrative Support	Level 4	\$25.72	\$26.11	\$26.50	\$27.03
		Level 5	\$26.97	\$27.37	\$27.78	\$28.34

<b>Band 4</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
104A	Facility Services Assistant	Existing Staff Step 1	\$22.47	\$22.81	\$23.15	\$23.61
104B	Customer Assistant - Bookmobile - Casual - The Crossings Branch - Children's Services - Customer Services	Level 1	\$21.35	\$21.67	\$22.00	\$22.44
		Level 2	\$23.18	\$23.53	\$23.88	\$24.36
		Level 3	\$23.96	\$24.32	\$24.68	\$25.17
		Level 4	\$24.66	\$25.03	\$25.41	\$25.92
		Level 5	\$25.25	\$25.63	\$26.01	\$26.53
104C	Rhyme Time Facilitator					

<b>Band 3</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
103A	Circulation Assistant - Casual - The Crossings Branch - Customer Services	Existing Staff Step 1	\$20.09	\$20.39	\$20.70	\$21.11
		Level 1	\$19.08	\$19.37	\$19.66	\$20.05
		Level 2	\$20.71	\$21.02	\$21.34	\$21.77
		Level 3	\$21.32	\$21.64	\$21.96	\$22.40
		Level 4	\$21.93	\$22.26	\$22.59	\$23.04
103B	Collections Assistant	Level 5	\$22.52	\$22.86	\$23.20	\$23.66
103C	Information Technology Assistant - Casual					

<b>Band 2</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Job Code	Title	1.00%	1.50%	1.50%	2.00%	
102B	Rhyme Time Assistant	Level 1	\$18.73	\$19.01	\$19.30	\$19.69
		Level 2	\$19.20	\$19.49	\$19.78	\$20.18
		Level 3	\$19.66	\$19.95	\$20.25	\$20.66
		Level 4	\$20.14	\$20.44	\$20.75	\$21.17
		Level 5	\$20.60	\$20.91	\$21.22	\$21.64

<b>Band 1</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022
Job Code	Title	1.00%	1.50%	1.50%	2.00%
101A	Page	\$15.15	\$15.38	\$15.61	\$15.92

Note 1: 102A - Storyteller - \$17.00 for all new employees hired into the position. Rate is not eligible for negotiated increases during the term of the agreement

Note 2: Level 1 of Band 3 & 4 has been reduced by 5%, all existing staff, currently in a position in those bands, will be grandfathered to the 2018 Level 1 rate (with negotiated increases applied) as long as they remain in that position. Upon completion of their 975 hours they will move into step 2.

**Step Progression Guidelines** - Framework for people moving into Band 3 or 4 from a lower band with the new Step 1

- \* Existing employees with JOBS in Band 3 or 4 will have their rate protected at the existing Step 1 rate while they remain in that position.
- \* Currently under the collective agreement employees moving to a higher band will be placed in the step in that new Band that will ensure their rate of pay is not reduced.
- \* The Employer is able to hire people into a higher step than step 1 if they have special qualifications.

## APPENDIX "B" - FLEXIBLE WORK ARRANGEMENTS

Permanent Full-time Employees may request a flexible-work hour arrangement within the following guidelines:

1. The maximum number of hours worked within a normal fourteen (14) day bi-weekly pay period is seventy-five (75).
2. The maximum number of hours worked per day is nine (9).
3. The maximum number of consecutive days of work is six (6).
4. For the purposes of the following entitlements, a day is considered to be seven and one-half (7½) hours: Annual Vacation, Casual Leave and General Holidays. Article 16.03 will apply in cases where General Holidays are worked.
5. There will be an unpaid lunch period of a minimum one-half (1/2) hour, and two (2) rest breaks of twenty (20) minutes each for shifts of seven and one-half (7 ½) hours or more.
6. The minimum portion of an hour worked is thirty (30) minutes.
7. Any changes to the flexible work hour arrangements will require at least one (1) bi-weekly pay period of notice.
8. Flexible work arrangements may include shift schedules between the hours of 7:00 a.m. and 10:15 p.m.
9. The parties to this Agreement recognize the desirability of reviewing these guidelines from time to time. The purpose of such a review is to ensure Employee satisfaction, customer service, and operational effectiveness are maintained.

LETTER OF UNDERSTANDING #1 – USE OF VOLUNTEERS

between

CITY OF LETHBRIDGE LIBRARY BOARD  
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 70 (Library Employees)

**RE: USE OF VOLUNTEERS**

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A volunteer is defined as:

An individual who voluntarily extends their services to support the Lethbridge Public Library without receiving remuneration

The use of volunteers shall not lead to the replacement, reassignment, or layoff of bargaining unit Employees, to a reduction in their hours of work, or to the elimination of positions in the bargaining unit, nor shall volunteers perform the work of the bargaining unit staff unless mutually agreed upon by the Employer and the Union.

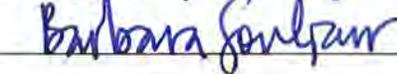
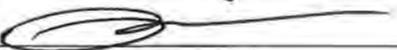
Agreed to and signed on the 5<sup>th</sup> of May 2019.

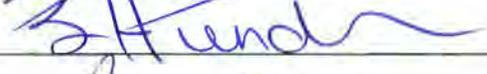
SIGNED ON BEHALF OF

CITY OF LETHBRIDGE LIBRARY BOARD

SIGNED ON BEHALF OF

CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 70 (Library  
Employees)


LETTER OF UNDERSTANDING #2 – TEMPORARY EMPLOYMENT PROGRAMS

between

CITY OF LETHBRIDGE LIBRARY BOARD  
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 70 (Library Employees)

RE: TEMPORARY EMPLOYMENT PROGRAMS

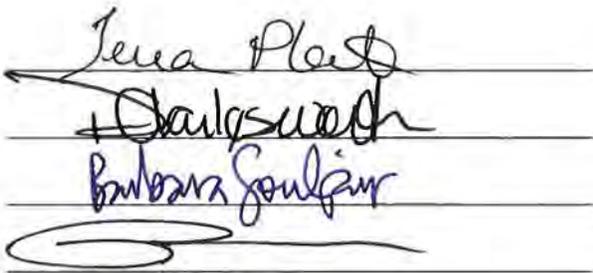
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Lethbridge Public Library management reserves the right to employ personnel who are out-of-scope for temporary projects that do not exceed six (6) months, and do not replace a bargaining unit position. When the Employer hires someone under this language the Union will be notified in writing.

Agreed to and signed on the 5<sup>th</sup> of May 2019.

SIGNED ON BEHALF OF

CITY OF LETHBRIDGE LIBRARY BOARD



SIGNED ON BEHALF OF

CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 70 (Library  
Employees)



LETTER OF UNDERSTANDING # 3 – ARTICLE 27.01

between

CITY OF LETHBRIDGE LIBRARY BOARD  
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 70 (Library Employees)

RE: ARTICLE 27.01

For record keeping purposes, subject to the removal of Article 27.01(a), the following people are grandfathered under the previous language of 27.01(a), as detailed below. This shall remain in effect as long as they remain in full-time positions.

27.01 (a) With the exception of cleaners, maintenance and Information Technology staff, the hours of work for full-time Library Employees covered by this Agreement shall be between 8:00 a.m. to 9:15 p.m., thirty-seven and one-half (37½) hours in a working week of five (5) days, each of seven and one-half (7½) hours.

When a full-time permanent Employee is required to work on a Sunday, this work is in addition to the normal work week of thirty seven and one-half (37½) hours in five (5) days. The Employee shall be paid at the rate of double time (2x), or at the Employee's choice time off in lieu of overtime received in accordance with the overtime provision. Time off to be taken at a time mutually agreeable between the Employer and the Employee.

Sheila Braund  
Jenny Cofell

Kim Smith  
Randy Van Zwol

Agreed to and signed on the 5<sup>th</sup> of May 2019.

SIGNED ON BEHALF OF

SIGNED ON BEHALF OF

CITY OF LETHBRIDGE LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 70 (Library Employees)

