

COLLECTIVE AGREEMENT

between

LETHBRIDGE PUBLIC LIBRARY BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES



LOCAL 70
Lethbridge Public Library Employees

January 1, 2009 – December 31, 2011

TABLE OF CONTENTS

PREAMBLE/PURPOSE 1

ARTICLE 1: SPIRIT OF AGREEMENT 1

ARTICLE 2: TERMS OF AGREEMENT 1

ARTICLE 3: MANAGEMENT RIGHTS 2

ARTICLE 4: UNION RECOGNITION 2

ARTICLE 5: NO DISCRIMINATION 4

ARTICLE 6: DEFINITIONS 4

ARTICLE 7: SUPERVISION OF IMMEDIATE RELATIVES 5

ARTICLE 8: WAGES 5

ARTICLE 9: PAY DAYS 6

ARTICLE 10: WORKING HOURS 6

ARTICLE 11: OVERTIME 8

ARTICLE 12: EMPLOYEE BENEFITS 9

ARTICLE 13: DISABILITY 11

ARTICLE 14: PROMOTIONS, SENIORITY & RE-ENGAGEMENTS 12

ARTICLE 15: RECLASSIFICATIONS 13

ARTICLE 16: STATUTORY HOLIDAYS 14

ARTICLE 17: ANNUAL VACATION 15

ARTICLE 18: LEAVE OF ABSENCE 17

ARTICLE 19:	PAID LEAVE OF ABSENCE	18
ARTICLE 20:	UNPAID LEAVE	19
ARTICLE 21:	PARENTAL LEAVE	20
ARTICLE 22:	LAYOFFS / RECALLS	22
ARTICLE 23:	TECHNOLOGICAL CHANGE	23
ARTICLE 24:	SAFETY REGULATIONS	24
ARTICLE 25:	DISCIPLINE AND DISMISSALS	25
ARTICLE 26:	GRIEVANCE PROCEDURE	25
ARTICLE 27:	COMMITTEES	27
ARTICLE 28:	STUDENT EXPOSURE TO THE WORKPLACE	28
ARTICLE 29:	PERSONNEL FILE	28
ARTICLE 30:	COLLECTIVE AGREEMENT	28
APPENDIX "A"	- WAGE RATES	30
APPENDIX "B"	FLEXIBLE WORK ARRANGEMENTS	32
LETTER OF UNDERSTANDING #1	33
LETTER OF UNDERSTANDING #2	34
LETTER OF UNDERSTANDING #3	35
LETTER OF UNDERSTANDING #4	36

This Agreement made on the 29th day of April, 2009

between

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

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 70
Lethbridge Public Library Employees
(hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE/PURPOSE

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

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, 2009 to December 31, 2011 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, 2011, 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 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

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, notwithstanding Article 4.02.

4.02 Excluded are the positions of Director; **Executive Secretary; Associate Director: Main Library Services; Associate Director: Branches & Outreach Services; Children's & Young Adult Services Coordinator; Customer Services Coordinator; Information Services Coordinator; and Business Coordinator.**

4.03 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.

4.04 The Employer agrees not to bargain collectively or otherwise with any other Labour Organization affecting Library Employees specified or covered by this Agreement.

- 4.05 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.
- 4.06 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 Director.
- 4.07 (a) When an Employee has to attend a meeting with the Director, **Associate Director**, or the Board, dealing with Union business, the Employee shall suffer no loss of pay if the meeting is called during his/her 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.
- 4.08 All Employees entering into or in the employment of the Employer shall be eligible for Union membership.
- 4.09 Orientation to Union Membership
- (a) The Employer agrees to inform all new Employees that a Collective Agreement and dues check-off are in effect. The Employer will provide a copy of the Collective Agreement to each new Employee upon appointment.
- (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 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.
- 4.10 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.
- 4.11 Persons whose jobs are not in the bargaining unit as listed in Article 4.02 shall not work on a job, which is included in the bargaining unit except for the purposes of instruction, or in an emergency.
- 4.12 Each July the Employer will provide the Shop Steward, or Local Representative with a complete list of home address and home telephone numbers of all persons from whom Union dues are deducted.

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.

ARTICLE 6: DEFINITIONS

6.01

Employer

"Employer" means the Lethbridge Public Library Board.

6.02

Employee

"Employee" means a person employed by the Lethbridge Public 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, has completed six (6) months continuous 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, 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 works less than full-time hours as per Article 10, whose hours of work vary according to work requirements, **and whose schedule of work is of a temporary nature.**

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 from duty up to a total accumulation of 75 hours shall be considered as accumulated probationary hours.

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, he/she shall revert to his/her former position and wage or salary rate without loss of seniority. Any other Employee affected by this reversion shall also revert to his/her 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 six (6) consecutive month (975 hours) trial period anew in the new position.

6.09 Plural or Feminine Terms

The expression "plural or feminine terms", whenever used in this Agreement, shall mean whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the content of the party or parties hereto so require.

ARTICLE 7: SUPERVISION OF IMMEDIATE RELATIVES

No immediate family member (as defined in Clause 19.01) may supervise another immediate family member.

ARTICLE 8: WAGES

Refer to Appendix "A" on pages 30 and 31

8.01 Salary Level Progression

There shall be five (5) levels within each pay grade.

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.

ARTICLE 9: PAY DAYS

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 10: WORKING HOURS

10.01(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 (37 ½) hours in a working week of five (5) days, each of seven and one-half (7 ½) 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 (37 ½) hours in five (5) days. The Employee shall be paid at the rate of double time (2 x), 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.

(b) Effective June 28, 2004 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.

(c) 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.

10.02 Permanent part-time Employees shall be entitled to a minimum of fifty (50) hours bi-weekly.

10.03 Any Employee, **except for Maintenance and Information Technology staff**, who works on the Sunday prior to a Statutory Holiday, Declared Holiday, or a day in lieu of the holiday which falls on Monday, shall be paid at double time (2x).

Maintenance and Information Technology staff who are scheduled to work on a Sunday prior to a Holiday listed above will be given a minimum of two weeks notice and the shift(s) will be mutually agreed on by the staff member(s) and management. An alternate day off will be scheduled at a

time convenient to the worksite and the staff member.

- 10.04 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, Cleaners 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.
- 10.05 Work on Sunday shall be on a volunteer basis for full-time permanent Employees, except for Cleaners, Maintenance Employees, and those Employees who hold regular Sunday work positions.
- 10.06 A call-in shall be for a minimum of three (3) hours. In the case of in-service or staff meetings requiring attendance, the minimum shall be of a two (2) hour duration.
- 10.07 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.
- 10.08 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.
- 10.09 When 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.
- 10.10 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.
- 10.11 Rest and Lunch Breaks
- (a) Employees working a straight seven and a half (7 ½) 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 (1/2) 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 a three (3) to five (5) hour shift are allowed a twenty (20) 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 (1/2) 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 (1/2) 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 (7 ½) 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.

- 10.12 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.
- 10.13 All Employees (permanent full-time, permanent part-time and non-permanent) shall be entitled to two (2) consecutive days off in a fourteen (14) calendar day period.

ARTICLE 11: OVERTIME

- 11.01 Overtime work, when requested by the Employer, will be paid for at double time (2 x) the normal rate of pay. Employees may choose to bank two times (2x) the hours worked under the provisions of Clause 19.06.
- 11.02 Overtime will be considered to be those hours in excess of the working hours stipulated in Article 10 - Working Hours.
- 11.03 Permanent Part-Time Employees and Non-Permanent Employees
Overtime will only apply if an Employee works more than seventy-five (75) hours bi-weekly.
- 11.04 In the event of an Employee being called to work on their day(s) off, he/she shall be paid double time (2 x).
- 11.05 Overtime will be distributed as evenly as practical between the Employees in each service area.
- 11.06 No Employee shall be required to take time off in lieu of overtime.

ARTICLE 12.00 EMPLOYEE BENEFITS

- 12.01 Permanent Full-time Employee Flexible Benefit Plan
- a) The benefits provided to Employees under the Flexible Benefit Plan 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 1st to December 31st.

- 12.02 Continuation of Benefits While Ill or Disabled
A permanent full-time Employee who is absent from work because of illness or disability shall continue to enjoy Core Extended Health Care and Core Group Dental Coverage without benefit premium cost until the Employee has been absent for a period of twelve (12) months.
- A permanent full-time Employee may elect to continue the aforementioned benefits coverage for a further six (6) months provided the Employee pays the benefit premiums.
- 12.03 Local Authorities Pension Plan
The Employer agrees to provide pension coverage under the Local Authorities Pension Plan (LAPP) for all Employees whose membership is compulsory under the Plan or who are eligible by the terms of this agreement or Employer policy.
- 12.04 Accommodation
The Employer and the Union shall share joint responsibility in the facilitation of Accommodation.
- 12.05 Permanent Part-Time Employee Benefits
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. **Effective January 1, 2011 permanent part time Employees shall be eligible to receive flex credits at a rate of 50% of the amount allocated to a permanent full time Library Employee.**
- 12.06 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 13: DISABILITY

- 13.01 Permanent full time Employees are entitled to the benefits provided through the Disability Partnership Plan. Permanent part-time Employees are entitled to the Extended Disability Benefits.
- 13.02 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 his/her inability to work.
- 13.03 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.
- 13.04 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.
- The Employer agrees not to introduce any sick leave reporting forms or amend other sick leave provisions without the approval of the Union.
- 13.05 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.
- 13.06 A doctor's certificate may be required when the working day prior to or following any requested leave is taken as a sick day.

ARTICLE 14: PROMOTIONS, SENIORITY & RE-ENGAGEMENTS

- 14.01 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.
- 14.02 (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 14.02(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 (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.
- 14.03 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.**
- 14.04 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 Clause 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 his or her 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 (including a discharge in accordance with Clause 12.07);
 - (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 Clause 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 his or her former position without loss of seniority.

ARTICLE 15: RECLASSIFICATIONS

15.01 An Employee who believes that the duties and responsibilities of their position have been changed may request a review of their position.

Step 1 When an Employee makes application for re-classification they shall submit their written request to their appropriate **Associate Director** with a copy to their immediate Supervisor. The request shall contain the reasons for the reclassification request including any increases in responsibility and all changes to the duties of the position.

Step 2 Within twenty (20) working days of the request being submitted, the **Associate Director** shall review the request with the Employee. Within twenty (20) working days of the meeting, the Employee's request and **Associate Director's** recommendation shall be forwarded to the Director. A copy of the **Associate Director's** recommendation shall be given to the Employee.

Step 3 Within twenty (20) working days of receiving the request and recommendation, the Director shall provide the Employee with a written decision.

Step 4 Should the Employee disagree with the decision of the Director, the Employee may appeal to the Library Board who shall make a decision at their next Board meeting. A copy of the Board's decision shall be forwarded to the Employee within 14 calendar days.

- 15.02 Time Limits
The time limits in these procedures may be extended upon agreement in writing by both parties to this Agreement.
- 15.03 Protection Factor
At anytime if an Employee's position is reclassified downward for any reason, the Employee's wages shall not be reduced and the Employee shall be eligible to receive any agreed to increments or negotiated increases while they remain in this position.
- 15.04 Retroactivity
Upward reclassification shall be retroactive to the original date of the requested review.
- 15.05 If a group of Employees applies for a reclassification the parties agree to meet to discuss procedure and timelines for review of the reclassification request.

ARTICLE 16: STATUTORY HOLIDAYS

16.01 Following shall be considered Statutory Holidays:

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

and all general holidays proclaimed by the City of Lethbridge, Province of Alberta, or the Dominion 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 working day immediately prior or immediately following the holiday unless that day is covered under the Disability clauses of this Agreement.

- 16.02 If a Statutory Holiday falls on an Employee's regular day(s) off, Monday through Sunday, he/she 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 or the Employee may elect to bank this time within the provisions of Clause 19.06.
- 16.03 If a Statutory Holiday falls on an Employee's regular working period and he/she works, he/she shall be paid at double time (2 x) his/her 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 payment for Statutory Holidays, if not worked, will be calculated on one-tenth (1/10th) of the total hours worked in the pay period preceding the pay period in which the holiday occurs, with the maximum not to exceed seven and one-half (7 ½) hours.

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.

<u>MONTH ENTERING SERVICE</u>	<u>VACATION ENTITLEMENT</u>
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 days

In the second (2nd) calendar year, the Employee shall receive 15 days of vacation.

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

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

In the twenty-sixth (26th) 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) Effective January 1, 2008, full time permanent employees shall be entitled to the following vacation according to

their length of service:

- In the first (1st) calendar year of an Employee's service the Employee shall receive no annual vacation.
- In the second (2nd) calendar year of an Employee's service the Employee shall receive vacation for each month worked the previous year, up to a maximum of fifteen (15) days as follows:

<u>MONTH ENTERING SERVICE</u>	<u>VACATION ENTITLEMENT</u>
January	15 days
February	15 days
March	15 days
April	12 days
May	10 days
June	9 days
July	8 days
August	7 days
September	5 days
October	4 days
November	3 days
December	2 days

- For vacation entitlement purposes, an Employee entering the service after the fifteenth (15th) of any month will be considered to have entered the following month.
- In the third (3rd) and each subsequent calendar year of service the Employee shall receive four (4) weeks vacation.
- In the eighteenth (18th) and each subsequent calendar year of service the Employee shall receive five (5) weeks vacation.
- In the twenty-sixth (26th) and each subsequent calendar year of service the Employee shall receive six (6) weeks vacation.

For the purposes of vacation entitlement, a day is considered to be seven and one half (7.5) hours.

- (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 (b)**.

Vacation time earned on additional hours worked for permanent part-time Employees beyond normal scheduled hours of work shall be paid out in January 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 Employees 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 his/her 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 ten (10) months, he/she may not continue to accumulate annual vacation credits until and unless he/she returns to work.
- 17.07 An Employee who has a previously approved vacation period cancelled by the Director 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 Clause 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 Director or designate.
- 18.03 Such leave must be authorized by the Director 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.
- 18.06 Sufficient and reasonable notice must be given for an extension of absence, which must be authorized by the Director and if required by the Board. If such

authorization is not received and the Employee has not returned to work at the expiration of his/her leave, the Employee shall be considered to have terminated his/her 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 his/her 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 Guardian
Grandmother-in-Law	Grandfather-in-Law	

when up to five (5) days will be allowed to attend the funeral. The Employee requesting the compassionate leave shall substantiate the request for compassionate leave, to the satisfaction of the Director, before he/she is entitled to compassionate leave.

- (a) Employees shall be allowed one-half (1/2) day off with pay when attending a funeral as a pallbearer. If the Employee is required to travel in excess of 250 kilometres round trip to attend a funeral as a pallbearer, the Employee shall be allowed an additional one-half (1/2) day off with pay.

- 19.02 With the written consent of the Director or designate for such reasons as carrying out professional duties, attendance at professional conferences, or for any other reason which he/she deems sufficient.

19.03 Court or Jury Duty

(a) Where an Employee is required to attend court, coroner's inquest or other tribunal, to give evidence on any matter or occurrence, or thing of which he/she has knowledge by reason of employment with the Employer he/she shall be entitled to receive normal pay, or such attendance fees as are awarded, whichever is the larger amount. Should he/she 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 Pay Entitlement - Jury Duty
Where an Employee is subpoenaed for jury duty, pay provisions will apply in accordance with Article 19.03.
- 19.05 Permanent full-time Employees in their third (3rd) and each subsequent calendar year of service may take up to two (2) days of casual leave per calendar year without loss of pay, benefits, or seniority. The Employee will give as much prior notification to their Supervisor as possible. Casual leave is not cumulative and cannot be paid out upon termination.
- 19.06 Permanent Employees may elect to bank vacation, overtime and/or statutory time (as per Clause 16.02) to a maximum of 75 hours at any given time. This bank balance will be carried over from year to year provided it does not exceed 75 hours. This time may be taken at the discretion of the Employee with the prior approval of the immediate Supervisor.
- 19.07 When an 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.

ARTICLE 20: UNPAID LEAVE

- 20.01 Education Leave
The Employer will attempt, within means available to it, to provide educational leave to the Employee.
- (a) The length, terms and purpose of such leave will be agreed to, in writing, by the Employer and the Employee.
 - (b) 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 his/her job duties.
 - (c) The Library Board, at its discretion, may agree to the provision of education leave or may offer educational leave or educational opportunity to any of the Employees.
 - (d) 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.

(e) 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 he/she is summoned to give evidence in any civil litigation to which the Employer is not a party, or where he/she is summoned to give evidence in a criminal court, or when he/she is the person charged in any court, unless such criminal case arises out of actions by the Employee in the course of his/her 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 Director 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 Director 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 Sub-local of C.U.P.E. Local 70 or a member of the C.U.P.E. 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.

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 fifty-two (52) weeks in the case of birth mothers (including the period before and after the estimated date of delivery), and thirty-seven (37) weeks in the case of fathers and adoptive parents.

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 her 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 Clause 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 as per Clause 4.02 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 Clause 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 her 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: LAYOFFS / RECALLS

22.01 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 50 hours bi-weekly.

22.02 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, chose 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 lay off notice shall maintain the right of recall to their former full time equivalency and classification for a period of 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.

- 22.03 The parties agree, that if layoffs are to occur, they shall meet to discuss the pending layoffs no less than 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 23: TECHNOLOGICAL CHANGE

An Employee classified as a permanent Employee shall be considered displaced by technological change when his/her 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 he/she is 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 24: SAFETY REGULATIONS

- 24.01 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.
- 24.02 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.
- 24.03 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.
- 24.04 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.
- 24.05 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.
- 24.06 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 he/she believes 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.
- 24.07 Proper Training
No Employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions, as determined by the Employer.
- 24.08 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 25: DISCIPLINE AND DISMISSALS

25.01 Just Cause Only
An Employee may be dismissed or disciplined for just cause only.

25.02 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.

25.03 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.

25.04 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 his/her right to having a Steward or Local Representative, must sign a waiver to this affect.

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

ARTICLE 26: GRIEVANCE PROCEDURE

26.01 Definition of a Grievance

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

26.02 Informal Discussion

The Employee(s) concerned, with or without the Union, may seek to settle the dispute through discussion with his/her immediate Supervisor and/or the Director **or designate**.

Failing resolve, the dispute through discussion, the matter may become a grievance and be filed at Step 2 within five (5) working days of the discussion.

26.03 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.

26.04 Meetings Without Loss of Pay

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

26.05 Shop Stewards or Local Representatives Leaving the Work Site

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

26.06 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 (Director's level).

26.07 Replies in Writing

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

26.08 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 five (5) working days, with a copy to the Shop Steward, or Local Representative, the Union, and the Director.
- (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 Director. The Director shall render a decision to the Employee, in writing, within five (5) 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 five (5) 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 Director, 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 (Clause 26.09).

26.09 Arbitration Procedure

The Employer and the Union shall each appoint one (1) member 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 Employer's decision shall be final and binding on both parties, and shall be handed down as expediently as possible within a maximum of ten (10) working days from the date of the final Hearing by the Board.

26.10 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of its Nominee to the Board;
- (b) One-half (1/2) of the fees and expenses to the Chairperson.

26.11 Single Arbitrator

The parties may:

- (a) Mutually agree to a single Arbitrator to hear the grievance. The use of a single Arbitrator must be acceptable to both parties;
- (b) Each party shall pay one-half (1/2) 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.

26.12 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 27: COMMITTEES

27.01 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 C.U.P.E. Local 70 or C.U.P.E. 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.

27.02 Health & Safety Committee

- (a) The purpose of the Health & Safety 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) The responsibility of the Chair and Secretary will rotate between the parties for each meeting.
- (d) Union members will suffer no loss of pay for attending meetings.

ARTICLE 28: STUDENT EXPOSURE TO THE WORKPLACE

The Employer and the Union believe that exposing high school 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 high school student exposure to the workplace, such exposure will be limited to a maximum of two (2) weeks per student.

ARTICLE 29: PERSONNEL FILE

Within five (5) working days of an Employee giving written notice to the Director 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 30: COLLECTIVE AGREEMENT

- 30.01 The Employer will be responsible for typing up the new Collective Agreement for proofreading.

30.02 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the Employees with a copy of the Agreement.

Dated at Lethbridge, Alberta this 29th day of April , 2009.

**SIGNED ON BEHALF OF THE
LETHBRIDGE PUBLIC LIBRARY
BOARD**

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 70 (Library Employees)**

Caryl Nelson-Fitzpatrick,
Chair of the Library Board

B. Howe

W. Robbins,
Vice-Chair of the Library Board

B. Shimazaki

B. Nickel

L. McElravy

D. Smith

B. Ramp

J. Simpson

T. Gnissios

B. Doak

APPENDIX "A" - WAGE RATES

DESCRIPTION	Job Code	Jan. 1, 2009	Jan. 1, 2010	Jan.1, 2011
		4.50%	4.50%	4.50%
Library Clerk I	101A			
- Level 1		\$13.85	\$14.47	\$15.12
- Level 2		\$14.43	\$15.08	\$15.76
- Level 3		\$15.04	\$15.72	\$16.43
- Level 4		\$15.62	\$16.32	\$17.06
- Level 5		\$16.27	\$17.00	\$17.77
Library Clerk I Plus	114A			
- Level 1		\$15.63	\$16.33	\$17.06
- Level 2		\$16.10	\$16.82	\$17.58
- Level 3		\$16.58	\$17.33	\$18.11
- Level 4		\$17.05	\$17.82	\$18.62
- Level 5		\$17.52	\$18.31	\$19.13
Library Clerk II	102A			
- Level 1		\$16.55	\$17.29	\$18.07
- Level 2		\$16.99	\$17.75	\$18.55
- Level 3		\$17.51	\$18.30	\$19.12
- Level 4		\$17.97	\$18.78	\$19.63
- Level 5		\$18.30	\$19.12	\$19.98
Library Clerk III	103A			
- Level 1		\$18.39	\$19.22	\$20.08
- Level 2		\$19.05	\$19.91	\$20.81
- Level 3		\$19.72	\$20.61	\$21.54
- Level 4		\$20.40	\$21.32	\$22.28
- Level 5		\$20.96	\$21.90	\$22.89
Library Assistant I	104A			
- Level 1		\$20.86	\$21.80	\$22.78
- Level 2		\$21.41	\$22.37	\$23.38
- Level 3		\$22.02	\$23.01	\$24.05
- Level 4		\$22.57	\$23.59	\$24.65
- Level 5		\$23.18	\$24.22	\$25.31
Library Assistant II	105A			
- Level 1		\$21.87	\$22.85	\$23.88
- Level 2		\$22.57	\$23.59	\$24.65
- Level 3		\$23.18	\$24.22	\$25.31
- Level 4		\$23.81	\$24.88	\$26.00
- Level 5		\$24.46	\$25.56	\$26.71

Library Customer Service Clerk				
- Level 1	112C	\$17.47	\$18.26	\$19.08
- Level 2		\$18.03	\$18.84	\$19.69
- Level 3		\$18.62	\$19.46	\$20.34
- Level 4		\$19.19	\$20.05	\$20.95
- Level 5		\$19.64	\$20.52	\$21.44
Library Specialist	113A			
- Level 1		\$23.83	\$24.90	\$26.02
- Level 2		\$24.47	\$25.57	\$26.72
- Level 3		\$25.10	\$26.23	\$27.41
- Level 4		\$25.72	\$26.88	\$28.09
- Level 5		\$26.39	\$27.58	\$28.82
Professional Librarian	106A			
- Level 1		\$25.77	\$26.93	\$28.14
- Level 2		\$26.41	\$27.60	\$28.84
- Level 3		\$27.07	\$28.29	\$29.56
- Level 4		\$27.66	\$28.90	\$30.20
- Level 5		\$28.32	\$29.59	\$30.92
Library Clerk Steno	107A			
- Level 1		\$17.08	\$17.85	\$18.65
- Level 2		\$18.12	\$18.94	\$19.79
- Level 3		\$19.05	\$19.91	\$20.81
- Level 4		\$20.01	\$20.91	\$21.85
- Level 5		\$20.96	\$21.90	\$22.89
Cleaner I	108A	\$16.35	\$17.09	\$17.86
Cleaner II	109A	\$17.67	\$18.47	\$19.30
Handyman	110A	\$20.20	\$21.11	\$22.06
Library Page	111A			
- less than 975 Hours Worked		\$10.35	\$10.82	\$11.31
- over 975 hours		\$11.02	\$11.52	\$12.04

- (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) 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 worked 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 his/her former rate of pay.

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 (7 ½) hours: Annual Vacation, Casual Leave and Statutory Holidays. Article 16.03 will apply in cases where Statutory 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 purposes of such a review is to ensure Employee satisfaction, customer service, and operational effectiveness are maintained.

LETTER OF UNDERSTANDING #1

between

**LETHBRIDGE PUBLIC LIBRARY BOARD
(herein referred to as the "Employer")**

and

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

RE: USE OF VOLUNTEERS

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.

This agreement made in Lethbridge, Alberta this 29th day of April, 2009.

**FOR THE LETHBRIDGE PUBLIC
LIBRARY BOARD**

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 70
(Library Employees)**

LETTER OF UNDERSTANDING #2

between

LETHBRIDGE PUBLIC LIBRARY BOARD
(herein referred to as the "Employer")

and

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

RE: TEMPORARY EMPLOYMENT PROGRAMS

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, do not replace a bargaining unit position and for which funding is dependent upon receipt of a grant or subsidy. When the Employer hires someone under this language the Union will be notified in writing.

This agreement made in Lethbridge, Alberta this 29th day of April, 2009.

FOR THE LETHBRIDGE PUBLIC
LIBRARY BOARD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 70
(Library Employees)

LETTER OF UNDERSTANDING #3

between

LETHBRIDGE PUBLIC LIBRARY BOARD
(herein referred to as the "Employer")

and

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

RE: JOB EVALUATION

The parties agree to **continue with the** Joint Committee on job evaluation. The Joint Committee shall consist of two (2) Union and two (2) Employer representatives. The Union representatives shall suffer no loss of pay as a result of their attendance at committee meetings.

The purpose of the Joint Committee will be to develop a new job evaluation plan that provides for external equity and internal equity amongst the classifications in the bargaining unit.

The Joint Committee will **continue to meet** with the Union Executive and the Management of the Library, to review terms of reference for the Committee and discussion on next steps.

This agreement made in Lethbridge, Alberta this 29th day of April, 2009.

FOR THE LETHBRIDGE PUBLIC
LIBRARY BOARD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 70
(Library Employees)

LETTER OF UNDERSTANDING #4

BETWEEN

THE LETHBRIDGE PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 70 (Library Employees)

RE: Permanent Part Time Employees Minimum Hours of Work

Further to Article 10.02 of the Collective Agreement, permanent part time Employees hired after January 1, 2009 shall be entitled to a minimum of forty (40) hours per pay period. Employees hired prior to January 1, 2009 who were hired on the basis of being entitled to a minimum of fifty (50) hours per pay period will not be impacted by this change unless a reduction in working hours is requested by the Employee, subject to approval by their Supervisor. This change is to be implemented and evaluated over the term of this Collective Agreement.

Signed this 29th day of April, 2009 at Lethbridge, Alberta.

LETHBRIDGE PUBLIC
LIBRARY BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 70
(LIBRARY)

