

# COLLECTIVE AGREEMENT

LLOYDMINSTER PUBLIC LIBRARY



**Lloydminster**  
Public Library

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2114

**CUPE** / *Canadian Union  
of Public Employees*

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January 1, 2017 – December 31, 2019

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This Agreement entered into this 14<sup>th</sup> day of February, 2017.

BETWEEN:

**THE LLOYDMINSTER PUBLIC LIBRARY**

Lloydminster, Alberta

(hereinafter called the "Employer")

Of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2114**

affiliated with the Canadian Labour Congress

(hereinafter called the "Union")

Of the Second Part

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to outline in writing those matters agreed to by the parties, through collective bargaining, with respect to working conditions and rates of pay, and to provide a means of settling grievances of Employees without work stoppages or strikes or other interferences with the Employer's operations during the life of this Agreement.
- 1.02 The parties to this agreement agree to work together toward these goals; to promote harmonious relations and to settle misunderstandings and disagreements peacefully in the spirit of the traditional values of tolerance, humility, mutual respect and sharing.

**ARTICLE 2 - AGREEMENT**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for Employees of the Employer employed in classifications set forth in Schedule "A" and similar classifications. Without limiting the generality of the foregoing, the following classifications shall be excluded:

Head Librarian  
Assistant Librarian  
Reference Librarian  
Administrative Assistant

Casual and Temporary Employees, as defined in 2.03 below, shall be specifically excluded from the terms and provisions of this Agreement, except as specifically provided in Appendix "A" attached to and forming a part of this Agreement.

2.02 Services Performed

The Union acknowledges the need for the flexibility of job classifications requiring Employees to occasionally perform services outside of their job classification in order to ensure the efficient operation of Lloydminster Public Library.

No Employee shall be required to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

2.03 Employment Status

For the purposes of this Agreement, the following definitions shall apply:

- i. A full-time Employee is an Employee who is appointed to a full-time position and is regularly scheduled to work the full weekly hours as stated in Article 17.03.
- ii. A part-time Employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 17.03.
- iii. Casual Employees are those who are normally scheduled to work less than fourteen (14) hours per week and/or do not work a regular schedule but are scheduled for a specific purpose, or due to its nature cannot be scheduled, anticipated, projected or on a call-in basis for the relief of full-time or part-time Employees.
- iv. Permanent Employees are full and part-time (other than casual) Employees who have satisfactorily completed their probation and are hired for a regular staff position (other than a temporary position).
- v. A Temporary Employee is one who is hired for a specific term of twelve (12) months or less, unless an extension is agreed to by the Employer and the Union.

2.04 New Classifications

The Employer agrees to advise the Union by registered mail when any new classifications are established within the scope of this Agreement as outlined in Article 2.01.

Classifications shall not be changed without prior notification and consultation with the Union. The Employer agrees to advise the Union any time that a new out-of-scope classification is established.

2.05 Union Representation

The Employer recognizes the Union's right to have representatives from the staff of the Canadian Union of Public Employees, and to elect or appoint Union Committees and Stewards as required by the Union. The Union agrees that no more than one (1) steward shall be recognized by the Employer for purposes of meetings or processing grievances. The Union agrees that no grievance handling or Union activities shall take place on Employer property, at work site, or during regular working hours, except upon request of the Employer or with specific permission of the Head Librarian.

- (a) The Employer will recognize a Shop Steward who is a current Employee of the Library as having the authority to act on behalf of other Employees. The names of the Shop Stewards will be supplied by email or in writing to the Employer before they are recognized as Shop Stewards.
- (b) Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- (c) The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties.

2.06 Union Executive

The Union agrees to provide the Employer with a current list of duly authorized representatives including the Executive, Committees and Shop Stewards. The Union agrees to advise the Employer in an email or in writing immediately after any changes.

2.07 Correspondence

All correspondence between parties arising out of this Agreement or incidental thereto, shall be copied to the Head Librarian and the Union's Recording Secretary.

**ARTICLE 3 - GENERAL**

3.01 Whenever the singular or feminine is used in this Agreement it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so requires.

3.02 This Agreement constitutes the total Agreement reached between the parties and supersedes any and all previous Agreements either oral or written.

3.03 The Employer agrees to comply with any applicable legislation with respect to discrimination in the workplace.

The Employer and the Union agree to comply with the Employer's Personal Harassment Policy. The Employer will consult with the Union prior to any changes to that policy.

3.04 The Employer will provide the Union with a copy of the Personal Harassment Policy and any changes thereto and the Employer will keep the Union updated on all its policies and procedures. All Employees must observe the Employers policies and procedures, a copy shall be kept current and posted on wiki, a hard copy shall be kept at circulation and reference desks.

**ARTICLE 4 - NOTICE BOARDS**

4.01 The Employer will provide a notice board for the use of the Union in the staff room for the purpose of posting announcements or notices.

The employer agrees to post the Library Board minutes to the notice board as soon as they have been approved.

**ARTICLE 5 - OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

5.01 (a) An Occupational Health & Safety Committee will be established at the worksite. The Union will have the right to designate two (2) members of the Bargaining Unit as members of the committee. The number of the Employer representatives on the committee shall not exceed the number of the representatives from the Union.

The committee shall meet at least quarterly at a mutually acceptable hour and date, and written minutes shall be kept.

- (b) The Employer shall comply with the *Alberta Occupational Health and Safety Code*.
- (c) The committee may recommend education or training to maintain a healthy and safe work environment.

#### **ARTICLE 6 – JOINT LABOUR MANAGEMENT COMMITTEE**

- 6.01 A Joint Labour Management Committee, consisting of two (2) Employer representatives and two (2) Union representatives shall meet at the request of either party in order to discuss matters of mutual interest. The purpose of the committee is not to take the place of or to engage in collective bargaining or grievance handling. This committee shall not meet more than three (3) times per year.

#### **ARTICLE 7 – FIRST AID EQUIPMENT AND TRAINING**

- 7.01 The Employer will provide and maintain suitable first aid equipment, and reasonable necessary facilities, including sanitary facilities. The Union agrees to co-operate fully with the Employer in the proper maintenance of any such service.

The Employer shall provide a First Aid CPR and AED Training course for all of its permanent Employees with full pay. Refresher courses shall be provided every three (3) years of employment.

#### **ARTICLE 8 - UNION MEMBERSHIP**

- 8.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees who are members of the Union at the time of the signing of this Agreement or who in future voluntarily decide to become members of the Union shall maintain their membership in the Union during the term of this Collective Agreement. The Employer and the Union agree that neither of them will interfere with, restrain or coerce an Employee covered by this Agreement because of the Employee's membership or non-membership in the Union, or because of her lawful activity or lack of activity in or for the Union.
- 8.02 The Employer shall deduct by payroll deduction, from every Employee covered by Alberta Labour Relations Board Certificate #3375-2000, Union dues as levied by the Union. Dues shall be deducted at the end of each pay period and shall be forwarded to the Secretary-Treasurer of the Local Union or to such

party as agreed upon by the Local and the Employer not later than the fifteenth (15<sup>th</sup>) day of the month following. Dues shall be accompanied by a list containing the names of all Employees from which dues have been deducted, their date of hire, the amount of dues deducted, the regular wage rate or salary and the classification of each Employee. In the event that dues are forwarded to a party other than the Local Secretary-Treasurer, the Employer shall forward two (2) copies of the list, one to the Local Secretary-Treasurer and one with the dues cheque.

8.03 Dues Deduction on T4's

The Employer agrees to record all Union dues paid in the previous year on the Employee's income tax (T4) slips.

8.04 New Employees

- (a) The Employer agrees to acquaint new Employees, whose classifications are within the scope of this Agreement, with the fact that a Union Agreement is in effect and to provide them with a copy of the Agreement.
- (b) In order to acquaint new in-scope employees with the business and duties of Union membership, within the first two (2) weeks of employment, an employee designated by the Union may meet for one-half (1/2) hour with each new employee during their regularly scheduled hours.

**ARTICLE 9 - MANAGEMENT FUNCTIONS**

9.01 The Union acknowledges and agrees that it is the exclusive right of the Employer to manage and direct the services and enterprises in which it is from time to time engaged. Without limiting the generality of the foregoing, Employer management functions shall include:

- (a) The right to maintain order, discipline and efficiency and in connection therewith, to make, alter, and enforce from time to time rules, regulations, policies and practices to be observed by Employees; the right to suspend or discharge Employees for cause, provided that a claim for unjust discipline, suspension or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right to determine location of operations, their expansion or curtailment, the direction of the working forces, the contracting of work, schedules of operations, shifts, methods, processes, the right to use improved methods, machinery and equipment, the right to decide the number of Employees needed by the Employer at any time, the number of hours and days to be worked, starting and quitting times, the

determination of financial policies including general accounting procedures, and community and citizen relations.

- 9.02 The Employer agrees that in exercising its management functions it will not violate any specific provisions of this Agreement.

#### **ARTICLE 10 - DISCIPLINE OR DISCHARGE**

- 10.01 The Union agrees that each Employee covered by this Agreement shall faithfully, honestly and willingly serve the Employer to the best of her skill and ability, and exercise and lend her best efforts in the protection and promotion of the Employer's interests.
- 10.02 Personnel Files
- (a) Employees shall have the right to review their personnel/payroll file kept in Central Office at a time mutually agreeable to the Employee and the Librarian. With the written permission of the Employee, a Union Representative or Shop Steward shall also have the right of access to an Employee's personnel file.
- (b) On request the Employer will provide an Employee with copies of letters of discipline, evaluations, or records in the Employee's file which would be used as evidence in an arbitration hearing.
- 10.03 An Employee shall be advised in advance of disciplinary meetings and shall have the right to have their steward, or another person designated by the Union, present where the disciplinary action taken involves a formal written reprimand or more serious disciplinary sanctions. An Employee shall receive full particulars, verbal or written, for any complaint lodged against them where such complaint leads to disciplinary action, prior to the meeting taking place.
- 10.04 Disciplinary letters and related documents shall be removed from an Employee's personnel file after a period of eighteen (18) months provided the Employee has a clear disciplinary record during that period.
- 10.05 The Union shall be notified within two (2) working days of any dismissal of an Employee.

#### **ARTICLE 11 - GRIEVANCE & ARBITRATION PROCEDURE**

- 11.01 A grievance shall be defined as any dispute between the Employer, and any Employee and the Union regarding the interpretation, meaning, operation or application of this Agreement. The aggrieved employee shall be afforded the opportunity to have a shop steward/union representative present at all

grievance meetings. No grievance shall be considered which is not presented within ten (10) working days after the event or circumstances giving rise to the complaint came to the attention of, or, should have come to the attention of the Employee or Employees concerned. Where a grievance does arise, the parties to this Agreement shall make an earnest effort to resolve such differences through the following procedure:

### Step 1

The aggrieved Employee, with the Steward present, if the Employee desires, shall present a grievance to the immediate out-of-scope supervisor of the Employee. If an adjustment satisfactory to the Employee concerned is not made within five (5) working days of the time it is brought to the attention of the immediate supervisor of the department, the grievance shall be processed as follows or considered settled.

### Step 2

Failing satisfactory adjustment within the time limit of Step 1, the Employee(s) may within five (5) working days, but not thereafter, from the time the immediate supervisor of the Employee gives her answer or refused to give an answer, submit the written grievance to the Head Librarian. The written grievance shall specify the Article and Section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. It shall not be acceptable to only allege the violation of the Agreement as a whole. The Head Librarian shall investigate the circumstances, consider the grievance and give the Employee a decision within five (5) working days from the receipt of the grievance. The decision shall be in writing.

### Step 3

If the Employee(s) are not satisfied with the Head Librarian's decision or refusal to decide, they may appeal within but not later than five (5) working days from the date of the decision or failure to decide in Step 2 above to the Personnel Committee of the Employer. Upon such appeal the grievance shall be considered by the Personnel Committee at the next regular meeting of the Committee or within ten (10) working days of the receipt of the appeal, whichever is the earlier. The Personnel Committee may hear evidence at their discretion and render a written decision within ten (10) working days of the hearing. In the event that a hearing is not held, a written decision shall be rendered within ten (10) working days of the receipt of the grievance.

#### Step 4

If satisfactory settlement is not reached in Step 3 above, either party may request arbitration, providing the request is made in writing within, but not after ten (10) working days of the decision in Step 3. The party requesting arbitration will notify the other party of their appointee to an arbitration board. Within ten (10) working days of receipt of such notice, the party so notified will notify the other party of its appointee to the arbitration board.

The parties appointees shall select a person to act as Chairperson of the Board. If they cannot agree on a Chairperson, either party may request the Minister of Human Resources and Employment to make the appointment.

If a Chairperson has not been agreed to, or a request for appointment has not been made within sixty (60) days after the appointment of the last nominee to the Board, the grievance shall be deemed to be abandoned.

The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement or to deal with any matter not covered by this Agreement. The decision of the Arbitration Board shall be final and binding upon both parties. Such decision shall be rendered in writing to the parties within fourteen (14) days after the completion of the hearing.

Each party shall bear the expense of its appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairperson.

Notwithstanding the above, the parties to this Agreement may, by mutual consent, agree to the appointment of a single arbitrator who shall act in the place of the Arbitration Board as provided above.

11.02 The time limits in this Article are mandatory and not merely directory, however, the parties may by mutual agreement in writing extend any or all time limits in 10.01.

#### 11.03 Policy Grievance

Where a dispute involving the questions of general application or interpretation occurs affecting more than one (1) Employee, the Union may initiate the policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of the occurrence. A policy grievance shall be submitted at Step 1 or Step 2 of the grievance procedure.

## **ARTICLE 12 - SENIORITY**

### **12.01 Seniority Defined and Probation**

Seniority is defined as the length of continuous service in the Bargaining Unit since the last date of hire and shall include service with the Employer prior to the certification of the Union. Part-time Employees shall accumulate seniority on the basis of the number of hours actually worked. Seniority shall operate on a bargaining unit wide basis.

No Employee shall have seniority until she has completed the probationary period specified below. After an Employee has completed her probationary period of employment, her seniority shall date from the last date of hire.

The probationary period shall be three (3) months of continuous service since the last date of hire by the Employer for a full-time or part-time Employee. An Employee who is discharged or disciplined during her probationary period shall have no recourse to the grievance and arbitration procedure and the dismissal or discipline shall be deemed to be for just cause.

### **12.02 Loss of Seniority**

Where an Employee leaves the Employer's service or is dismissed and later rehired, her seniority shall date only from the time of her re-engagement. An Employee's service shall be considered broken and all rights under this Agreement shall be forfeited by reasons of:

- (a) dismissal for just cause;
- (b) resignation or voluntary quit;
- (c) a continuous layoff for a period longer than which has been continuously worked or for more than twelve (12) months, whichever is less. Employees laid off but reinstated within the time herein described shall have the seniority rights earned at the time of the layoff;
- (d) failure to report for work within fourteen (14) days after being notified to report following a layoff, unless the Employee gives a reason satisfactory to the Employer for such failure to report within the time prescribed.

### **12.03 Seniority Lists**

The Employer will in January of each year the Agreement is in force, prepare and post rosters in places accessible to Employees, showing seniority of all Employees covered by this Agreement as of December 31<sup>st</sup> each year. The Employer will provide the Union a copy of all rosters.

12.04 Role of Seniority

In all cases involving layoff, recall or promotion seniority shall govern providing qualifications and ability are relatively equal and sufficient to perform the required duties in a satisfactory manner as determined by the Employer. Seniority shall govern on a bargaining unit wide basis.

**ARTICLE 13 - VACANCIES, NEW POSITIONS AND RECLASSIFICATIONS**

13.01 Posting

When vacancies occur or new positions are established within the scope of this Agreement, notices thereof shall be posted on all notice boards. Such notice shall contain an outline or summary of the requirements of the position and the rate of pay applicable. When a vacant position is posted, it is agreed between the parties that a position shall be posted for a minimum of one (1) week.

Temporary or Casual Employees will not be used to avoid posting a full-time vacancy.

13.02 Job Bidding

Employees shall be eligible to bid on all vacancies in classifications not presently held or new positions outside of the applicant's classification within the scope of this Agreement by submitting a written application to the office or department concerned. No application need be considered if it is received later than the closing date shown on the notice posted.

The Union shall receive copies of all postings and the names of the successful applicants on said postings.

13.03 Promotions

If an Employee is promoted within the scope of this Agreement that Employee shall be on a trial period in the new position for a period of three (3) months of employment. If the Employer determines that she is not qualified to fill the position adequately or if the Employee is unable or unwilling to perform the duties of the new classification, she shall revert to her former classification. Any other Employee promoted because of the rearrangement of positions shall also be reverted to her former classification. The trial period specified above shall be exclusive of any time absent from work in excess of a cumulative total of five (5) working days during the trial period.

13.04 Eliminate Classification

The Union shall receive written notice of the Employer's intent to eliminate an existing classification covered by this Agreement.

13.05 Criminal Record Checks

All offers of employment to new Employees are conditional upon the Employer's review of and satisfaction with the Employee's criminal record check. The Employer reserves the right to void any and all offers of employment in its sole discretion based on a review of the criminal record check to be produced. A new Employee who has successfully completed their probationary period shall be reimbursed the cost of the criminal record check upon the production of a receipt.

Any existing Employee who is required by the Employer to obtain a criminal record check shall have the cost of such record check reimbursed.

**ARTICLE 14 – EMPLOYEE BENEFITS**

14.01 Group Benefits

The Employer agrees to provide the following benefits to all Employees who regularly work an average of twenty (20) hours per week and on the following cost-shared basis:

	Employer	Employee
Extended Health Benefit	100%	0%
Dental Coverage	100%	0%
Long Term Disability	0%	100%
Accidental Death & Dismemberment	0%	100%
Group Life Insurance	0%	100%
Group RRSP/TFSA	50%	50%
Matching contributions based on 5% gross regular wage.		

The Employer will not change the group benefits package without prior consultation and agreement with the Union.

14.02 Sick Leave

- (a) All full-time Employees, after completion of the probationary period provided in Article 12.01, shall earn sick leave credits at the rate of nine (9) hours per month of service. Part-time Employees, after completion of the probationary period provided in Article 12.01, who are regularly scheduled to work fifteen (15) hours or more per week, shall earn sick

leave credits on a prorated basis. Accumulation of sick leave credits shall be allowed to a maximum of ninety (90) days.

- (b) All Employees shall advise the Employer of sickness a minimum of one (1) hour prior to the commencement of their shift. The Employer shall provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness.
- (c) A deduction shall be made from accumulated sick leave credits of all working hours absent for sick leave.
- (d) The Employer reserves the right to require a doctor's certificate for any sick leave. The Employer will reimburse the Employee for the cost of such certificate upon the production of a receipt.

In order to qualify for extended sick leave, as referenced in Article 15.04, Employees shall be required to authorize and instruct their medical health provider to provide the Employer with all necessary information required by the Employer. The cost of the medical report shall be borne by the Employer.

Information provided to the Employer will be used to establish an individual work place accommodation, fitness to return to work, and/or graduated return to work program.

- (e) Pregnancy in itself is not a sickness for the purpose of the sick leave provision, however illness arising as a result of pregnancy is a sickness for all purposes within this collective agreement.
- (f) Sick leave credits already earned can be accessed for personal emergencies requiring longer periods of leave than what is provided for in Medical and Personal leave bank (Art. 14.03). Up to 5 days can be accessed for this leave per request.

#### 14.03 Medical and Personal Leave

On January 1<sup>st</sup> of each year, permanent Employees will be given a bank of sixteen (16) paid hours that may be accessed for the purpose of attending medical, dental, or other approved health related appointments or to attend to personal emergencies or affairs to be inclusive of providing care for sick immediate family members. Such leave may be accumulated for two (2) years to a maximum of thirty-two (32) hours. The use of this leave may not be used in advance of hours given or accrued.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 General Leave**

An Employee may request leave of absence without pay for good and sufficient cause up to a maximum of six (6) months. Such request shall be in writing not less than sixty (60) days prior to the commencement of leave except in the case of emergencies. The Employer shall respond in writing to such request within fifteen (15) days of the requested leave commencement date. Seniority shall not accumulate for Employees during periods of unpaid leave of absence over one (1) month, nor will any illness leave, vacation pay, holiday pay or other benefits be payable.

### **15.02 Union Leave**

Employees upon giving not less than fourteen (14) days written notice may be granted leave of absence with pay to attend Union conventions, or other Union business. Where leave is granted the Employer will continue to pay the Employees for the periods of absence. The Employer will submit an account to the Local Union and the Local Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

### **15.03 Maternity and Parental Leave**

- (a) Maternity, parental, and adoption leave shall be granted in accordance with the provisions set out in the Alberta Employment Standards Code. Employees on such leave shall maintain their accrued seniority and will continue to accrue seniority for the first month of such leave.
- (b) Employees returning from maternity, parental or adoption leave will be reinstated in the same classification.

### **15.04 Extended Sick Leave Without Pay**

The Employer will grant leave of absence without pay or accumulation of seniority where an Employee is required to be absent from work due to illness established by reasonable medical evidence beyond their accumulation of paid sick leave credits. Such leave of absence shall be granted for a period of time not to exceed one (1) year or the length of time that worker has been continuously employed, whichever is less. Employees returning from such leave shall give the Employer as much notice as possible, but in any event not less than fourteen (14) days written notice, of intention to return to work. The Employee shall provide the Employer with a medical certificate verifying that the Employee is medically fit for work not later than the first day of her return to work. The employee must provide the required certificate prior to commencing any duties.

15.05 Benefits While on Leave

Employees absent from work on approved leave of absence shall not accrue or acquire other benefits during such absence unless specifically provided otherwise elsewhere in this Agreement.

15.06 Termination of Leave

If an Employee works elsewhere without mutual agreement or uses a leave of absence for a purpose other than that for which the leave was granted, she shall not be eligible for any benefits and her leave may be terminated.

15.07 Payment of Premiums

Employees on approved leave of absence for a period of more than thirty (30) days, who wish to continue insurance or other benefits for which they may be eligible, may be granted such privilege upon application and payment of the total premiums. In other cases, Employees shall be considered on leave of absence in any insurance or other plans applicable.

**ARTICLE 16 - NO STRIKE OR LOCK OUT**

16.01 The Union agrees that during the life of this Agreement, there will be no strike, slow down, stoppage of work, or any withdrawal of normally provided services and the Employer agrees that during the life of this Agreement there will be no lockouts.

**ARTICLE 17 - PAY FOR TIME WORKED**

17.01 Payment of Wages

The Employer agrees to pay basic hourly or monthly wages for time worked in accordance with Schedule "A" which is attached hereto and made a part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of her wages, overtime, and other supplementary pay and deductions. Semi-annually, the Employer shall provide each Employee with an itemized account of their accumulated sick leave and personal leave credits as well as their accumulated vacation credits.

17.02 Guaranteed Work Week

The following sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or otherwise. The Employer retains the right to schedule the hours of work of

Employees as is necessary to provide coverage for the determined hours of operation.

#### 17.03 Normal Hours of Work

- (a) The normally scheduled work week for regular full-time Employees shall consist of seven (7) hour days averaging 35 hours per week when averaged over a four (4) week period, as scheduled by the Employer.
- (b) The normal hours of work for part-time Employees shall not exceed full-time hours. Insofar as operational efficiencies will permit, part-time Employees will be offered extra hours that become available due to the absence of Employees, prior to those shifts being worked by management. This provision shall not require the assignment of overtime hours to Employees.
- (c) An Employee who is assigned to perform substantially all of the work of a higher classification for one (1) day or longer to replace an Employee on vacation, illness, leave of absence or vacancy shall be paid at such rate in the schedule of wages for that higher classification as will provide for an increase in pay.

#### 17.04 Shift Schedules

All shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the permanent full-time and part-time Employee's scheduled work days, the Employee shall be informed and the change shall be recorded on the shift schedule.

#### 17.05 Overtime

Notwithstanding the provisions of 17.03, overtime, at the rate of one and one-half times (1-1/2 X) the regular rate of pay, will be paid for all authorized overtime hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a week when averaged over a four (4) week period.

With prior approval of the Employer the Employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the hours of earned overtime pay and taken at a time mutually agreed by the Employer and Employee.

#### 17.06 Call-in

A call-in for straight-time hours shall be for a minimum of three (3) hours. In the case of in-service or staff meetings requiring attendance, the minimum shall be two (2) hours pay or time in lieu, which may be taken at a mutually agreed time.

17.07 Duplication of Premiums

There shall be no pyramiding or duplication of premium or additional pay.

**ARTICLE 18 - PAY FOR TIME NOT WORKED**

18.01 Part-Time

The provisions of Article 18.02 through 18.08 below shall apply to part-time Employees except as may be expressly provided otherwise therein.

18.02 Meal Breaks and Rest Periods

All Employees shall be allowed an unpaid meal break of one (1) hour during each shift of not less than six (6) hours, at which time they shall not be required to remain on the premises.

Employees shall be allowed a rest or coffee break of fifteen (15) minutes in each working period of not less than three (3) hours. The time of the rest period shall be at the discretion of the supervisor.

18.03 General Holidays

The Employer agrees to comply with the provisions of current Employment Standards Code of Alberta with regard to General Holidays. For these purposes the following will be recognized as General Holidays:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

Employees wishing to observe other religious holidays have the option of taking vacation, lieu time or unpaid leave. Employees shall notify the Employer of their desire to observe a religious holiday by January 2<sup>nd</sup> of each year or if hired after that date, as soon as possible.

18.04 Annual Vacation

The purpose of annual vacations is to give an Employee definite periods of rest and relaxation each year, therefore, except in the case of new Employees whose hiring date may require it, vacation will not be carried over from one vacation year to the next without the written approval of the Employer.

An Employee shall be entitled to receive her vacation in an unbroken period, unless otherwise agreed upon between the Employer and the Employee. Vacation will be approved in a timely fashion and communicated to the Employees.

For the purpose of administering vacation entitlements, vacation year shall be the calendar year. Employees shall take their vacation entitlement in the calendar year following the year in which they were earned.

- (a) Full-time Employees shall receive the following vacation entitlements:
  - (i) Three (3) weeks holiday (fifteen (15) working days) per calendar year for one (1) to nine (9) years continuous unbroken employment.
  - (ii) Four (4) weeks holiday (twenty (20) working days) per calendar year after nine (9) years of continuous unbroken employment.
  - (iii) Five (5) weeks holiday (twenty five (25) working days) per calendar year after fifteen (15) years of continuous unbroken employment.
  - (iv) Six (6) weeks holiday (thirty (30) working days) per calendar year after twenty-five (25) years of continuous unbroken employment.
  - (v) Employees with less than a full year of service at the end of a calendar year shall receive 1.25 days of vacation entitlement for each full month of service.
- (b) Part-time Employees shall receive annual vacation pay entitlements on a pro rata basis as per 18.04 (a) of their regular wages. Employees will be given the option of requesting vacation pay instead of paid time off. Employees wishing to utilize this option shall submit their request to the Employer in writing prior to December 31 of the upcoming vacation year. Employees who do not submit by December 31 shall have their vacation pay banked and shall be allowed a minimum of 3 calendar weeks of vacation with vacation pay of all regular wages earned in the previous year.
- (c) Vacation schedules shall be arranged on an equitable rotation plan without regard to seniority and based on operating conditions. The Library operating calendar shall be posted by February 15<sup>th</sup> for the current year. Employees shall designate their vacation preference not later than March 30<sup>th</sup>. Employees shall not unduly hold up the vacation schedule. Vacation schedules shall be approved and posted by April 30 for the current year. Employees who fail to designate their preference by March 30<sup>th</sup> shall not

thereafter be able to displace other Employees from vacation dates already selected.

Employees wishing to designate vacation days from January 1 to March 30 of the current year shall designate such days not later than December 1<sup>st</sup> of the preceding year. A response to be given within seven (7) days.

- (d) When a General Holiday falls within an Employee's vacation period, a full-time Employee shall be granted one (1) additional day with regular pay in lieu of the General Holiday immediately following her vacation, or at a time mutually agreed to by the Employer and the Employee.

When a General Holiday falls within an Employee's vacation period, a part-time Employee shall be granted the appropriate prorated amount with regular pay in lieu of the General Holiday immediately following her vacation, or at a time mutually agreed to by the Employer and the Employee.

- (e) An advance on the regular pay for the annual vacation shall be paid, upon the request of an Employee, in one amount in advance at least two (2) days prior to the beginning of the annual vacation. Such Employee's request must be made in writing at least two (2) weeks prior to the start of the vacation period.
- (f) Vacation pay for full-time Employees is to be calculated as set out by the Employment Standards Code of Alberta but based on the vacation entitlements provided in 18.04 (a) above.
- (g) Maximum carryover of vacation days beyond the calendar year shall be limited to five (5) days.

#### 18.05 Notice of Termination and Layoff

When an Employee is terminated except for just cause or laid off she shall receive notice or pay in lieu thereof in accordance with the provisions of the Employment Standards Code of Alberta.

An Employee who resigns shall give the Employer a minimum of fourteen (14) calendar days notice in writing.

An Employee who wishes to retire shall give the Employer a minimum thirty (30) calendar days notice.

18.06 Bereavement Leave

- (a) The Employer shall grant full-time Employees the necessary time up to a maximum of three (3) days with pay upon request to attend to, or attend, the funeral of a spouse (including common-law), same sex partner, child, ward, step-child, adopted or foster child, father, mother, legal guardian, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law, fiancé or fiancée. The Employee may apply to the Head Librarian for traveling time up to a maximum of two (2) additional days with pay where the distance to be traveled so warrants. Permanent part-time Employees shall receive a pro-rated benefit based on hours scheduled to be worked.

The Employer shall grant one half (1/2) paid day for the funeral of an aunt, uncle, niece or nephew.

- (b) One-half (1/2) day may be granted without pay to attend the funeral of a close friend or relative providing notice in writing is given twenty-four (24) hours in advance.

18.07 Jury/Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who is required by law to serve as a juror or appear as a Crown witness when subpoenaed in any court of law when such cases arise out of the course of being employed by the Employer. The Employer shall pay such Employee the difference between her normal earnings and the payment she received for service as a juror witness, excluding payment for travelling, meals or other expenses upon the Employee presenting proof of service and the amount of pay received.

18.08 Education Leave

Where the Employer requires an Employee to take leave in order to attend educational conferences or sessions, or to write examinations to improve qualifications, and where such will be of benefit to the Employer, such leave shall be given without loss of regular pay or seniority. In the case of Employees being called in to attend in-service or staff meetings requiring attendance, the minimum shall be two (2) hours pay or time in lieu, which may be taken at a mutually agreed time. This provision shall not apply when the time spent in such meeting or in-service is consecutive with an Employee's scheduled hours.

18.09 Use of Personal Vehicle

Where an Employee is required to use her personal vehicle on Library business, she will be reimbursed in accordance with Employer's policy.

Employees required to do short trips in town will be reimbursed a flat rate of five dollars (\$5.00) per trip.

18.10 Compassionate Care Leave

Employees who qualify for Employment Insurance Care Benefits shall be granted an unpaid leave of up to eight (8) weeks to care for a seriously ill family member. During the leave the Employee will maintain all benefits and seniority under this agreement, but shall not acquire additional benefits during the leave as per Article 15.05. On return from the leave, Employees will be placed in their former position.

18.11 An Employee is entitled to one (1) day off without loss of pay in order to complete their own citizenship application or swearing in ceremony.

**ARTICLE 19 – TECHNOLOGICAL AND OTHER CHANGES**

19.01 Technological change means the introduction of new methods or machines which lead to a substantive difference in job content requiring new or greater skills than are currently used by present Employees.

19.02 The Board or its representative shall give the Union notice of any proposed technological change which is likely to cause problems relating to layoffs and/or reduced hours of work.

**ARTICLE 20 - PERIOD OF AGREEMENT**

20.01 This Agreement shall be in full force and effect on the date of signing and continue in full force and effect until December 31<sup>st</sup>, 2019 and from year to year thereafter except as hereinafter provided.

20.02 Either party may terminate this Agreement on the termination date or on any anniversary date thereafter by notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to such date.

20.03 If notice to negotiate has been given by either party during the open periods specified in 20.02, or if negotiations continue beyond the applicable termination date specified in 20.01, the Agreement will continue in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

20.04 Either party intending to enter into negotiations shall be required to serve the other party with not less than thirty (30) and not more than sixty (60) days written notice of intent prior to December 31, 2019. It is understood and agreed

that in such event all other provisions of this Agreement shall remain in full force and effect.

Signed this 5<sup>th</sup> day of March, 2017 in the City of Lloydminster, Alberta.

**ON BEHALF OF THE EMPLOYER**

Kevin W. Dubond  
[Signature]

**ON BEHALF OF THE UNION**

Jason Price  
Brenda Finley  
Abir Jamal

## **APPENDIX "A"**

### **CASUAL AND TEMPORARY EMPLOYEES**

1. Casual and Temporary Employees are as defined in Article 2.03 of this Agreement.
2. The provisions of Articles 1, 2, 3, 4, 5, 6, 8, 9, 10, 16 and 20 shall apply to such Employees.
3. Such Employees shall receive General Holidays and/or pay for General Holidays in accordance with the Employment Standards Code of Alberta.
4. Such Employees shall receive annual vacation pay in accordance with the Employment Standards Code of Alberta.
5. The Employer agrees to comply with any other applicable legislation with respect to the employment of these Employees.
6. Hourly rates of pay for casual Employees shall be not less than the minimum wage provided under the Employment Standards Code of Alberta.
7. Rates of pay for Temporary Employees shall be not less than the starting rate provided in Schedule "A" for the classification in which they are employed, provided that they are fully qualified for, and, are performing substantially all of the duties of that classification.
8. Casual and Temporary Employees may apply for a posted vacancy and will receive consideration for such vacancy.
9. Casual and Temporary Employees selected for a permanent position shall be required to complete the probationary period specified in Article 12.01 and, after successfully completing that probation, shall be credited with seniority for hours actually worked since their last date of hire as a Casual or Temporary Employee. For these purposes their service will be considered to have been broken at any time that they had not been employed for a period of thirty (30) days or more.

### **SCHEDULE A - SALARY GRID**

January 1, 2016 - December 31, 2016

	LA1	LA2	LA3
Start Rate	14.11	16.13	17.64
Step One	14.47	16.51	18.08
Step Two	14.81	16.94	18.52
Step Three	15.18	17.35	18.98
Step Four	15.56	17.75	19.46
Step Five	15.93	18.21	19.94

March 1, 2017 - December 31, 2017

*\$1.00/hr from 2016*

	LA1	LA2	LA3
Start Rate	15.11	17.13	18.64
Step One	15.47	17.51	19.08
Step Two	15.81	17.94	19.52
Step Three	16.18	18.35	19.98
Step Four	16.56	18.75	20.46
Step Five	16.93	19.21	20.94

January 1, 2018 - December 31, 2018

	LA1	LA2	LA3
Start Rate	15.31	17.33	18.84
Step One	15.67	17.71	19.28
Step Two	16.01	18.14	19.72
Step Three	16.38	18.55	20.18
Step Four	16.76	18.95	20.66
Step Five	17.13	19.41	21.14

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January 1, 2019 - December 31, 2019

	LA1	LA2	LA3
Start Rate	15.51	17.53	19.04
Step One	15.87	17.91	19.48
Step Two	16.21	18.34	19.92
Step Three	16.58	18.75	20.38
Step Four	16.96	19.15	20.86
Step Five	17.33	19.61	21.34

Notes: Progression from step to step shall be on the first day of the month of the anniversary date of an Employee's appointment to a classification.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LLOYDMINSTER PUBLIC LIBRARY**

**AND**


**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2114**

It is agreed between the parties that during the life of this Agreement that:

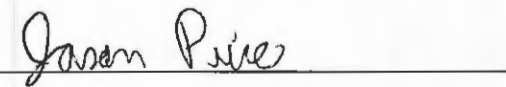
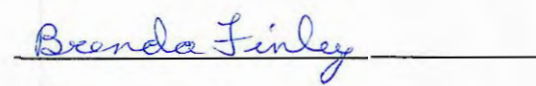
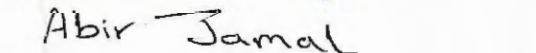
An Employee who has left the employ of the Lloydminster Public Library prior to the date upon which this Collective Agreement is signed by the parties, shall be eligible to receive any retroactive increase in salary which the Employee is entitled to for their time worked provided they apply in writing to the Employer. Such application in writing must be received by the Employer during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of the new Collective Agreement.

Signed this 8<sup>th</sup> day of **March**, 2017

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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