

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2838-01



AND

THE EDSON AND
DISTRICT PUBLIC LIBRARY BOARD



JANUARY 1, 2019 to DECEMBER 31, 2022



Canadian Office and Professional Employees
Local 491

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INTRODUCTION

This agreement is made pursuant to the Labour Relations Code (R.S.A. and amendments).

BETWEEN

THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD, Edson, Alberta, hereinafter called the "Employer" of the first part, and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2838 in the Province of Alberta, a body incorporated under the laws of the Province of Alberta, hereinafter called the "Union", of the second part.

WHEREAS the terms and conditions of employment and the salaries of the employees have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an Agreement concerning the terms of employment and a method of resolving grievances of the said employees.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, the parties agree as follows:

ARTICLE 1 - PREAMBLE

- (1) The purpose of the Agreement is to maintain a harmonious and cooperative relationship between the Employer and the Employees covered by the Union's certification.
- (2) To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.
- (3) To promote the mutual interest of the Employer and the Employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer retains all those residual rights of management not limited by expressed terms of this Agreement.

ARTICLE 3 - RECOGNITION

- (1) The Employer recognizes the Canadian Union of Public Employees and its Local 2838 as the sole and exclusive collective bargaining agent for its Employees, as described in Certificate Number 129-88, as determined by the Alberta Labour Relations Board, with the exclusion of the Librarian.
- (2) No employee shall be asked, required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- (3) The Employer agrees that supervisors and other persons outside the bargaining unit shall not perform the duties of employees who are within the bargaining unit except for purposes of instruction, training, last minute need, or volunteer participation, or when regular full time, part time or casual employees qualified to perform the work are not available.
- (4) The current Collective Agreement is in effect until the newly negotiated Collective Agreement is ratified between the Employer and the Union, unless modified by mutual agreement between the parties.

ARTICLE 4 - NO DISCRIMINATION

The Employer and the Union affirm that all staff of the Edson and District Public Library are entitled to a respectful work environment. The Employer and Union will recognize the inherent dignity, worth and rights of each individual. The Employer and Union agree to support and promote an environment that is free of discrimination, harassment, bullying, violence or any act in which a person is abused, threatened or intimidated. There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, sexual orientation,

political or religious affiliation, **gender, gender identity, gender expression** or marital status, nor by reason of **their** membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP

- (1) As a condition of employment, all employees shall have union dues deducted from their pay, except as per Article 32.
- (2) The Union and Employer acknowledge that deduction of Union dues does not constitute membership in the Union. Membership in the Union is voluntary, and there shall be no coercion, intimidation, or discrimination by the Employer or the Union by reason of an employee's membership or non-membership.

ARTICLE 6 - DEFINITIONS

- (1) "Employer" means The Edson & District Public Library Board, acting on its own motion or through its Librarian.
- (2) "Librarian", reporting to the Employer, is responsible for the day to day operations of the library, including supervision of staff and is the staff liaison with the Library Board.
- (3) "Employee" means a person employed by The Edson & District Public Library Board and who is subject to this agreement by Alberta Labour Relations Board Certification 129-88.
- (4) "Permanent Full Time Employee" means a person who holds a full time position of thirty-two (32) hours per week and has successfully completed probation requirements as per Article 15.
- (5) "Permanent Part Time Employee" means a person who has been hired into a posted position, has successfully completed probation requirements as per Article 15 and works less than thirty-two (32) hours per week.
- (6) "Temporary Employee" means a person who has been hired into a posted position of a duration of six (6) months or less, to fill a temporary vacancy created by leave of absence.
- (7) "Casual Employee" means:
 - a) a person who is hired to meet emergent or unexpected needs such as vacation, illness or other leaves of absence or other emergent need, when no permanent full time or part time employees are available.
 - b) In the event of vacation or other leaves, a casual employee may be scheduled up to a maximum of ten (10) consecutive working days.

ARTICLE 7 - CHECK OFF OF UNION DUES

The Employer shall deduct from every employee in the bargaining unit an amount equal to the regular monthly dues of a Union member and remit same to the Secretary of the Union Local together with a list of employees on whose behalf the deductions have been made. The total amount of the monthly deductions will be remitted no later than ten (10) days after the last day of each month. At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union Member in the previous year.

ARTICLE 8 - CORRESPONDENCE

- (1) All correspondence between parties arising out of this Agreement or incidental thereto, shall pass to and from the Librarian/Library Board (or designate) and the designated Union Representative.
- (2) The Board shall be advised in writing of any changes in the Union Executive.
- (3) The Union Site Vice President will be advised in writing of any changes to the Library Board Executive & Joint Labour Management, Health & Safety Committee.

ARTICLE 9 – COMMITTEES

1 - COLLECTIVE BARGAINING COMMITTEE

- a) A **Collective Bargaining Committee** shall be appointed and consist of not more than **two (2) representatives** of the Union and **(2) representatives of the Employer plus the Head Librarian**. Both parties will advise each other, in writing, of their nominees to the Committee at least one (1) week prior to the commencement of bargaining.
- b) The Union shall have the right at any time to the assistance of a **National Representative** of the Canadian Union of Public Employees when negotiating with the Employer. **Participation of the CUPE National Representative in bargaining shall not be counted against the Union allocation of two (2) committee members.**
- c) Any **Union** representative of the **Collective Bargaining Committee**, who is in the employ of the Employer, shall have the right to attend negotiating meetings held within working hours without loss of remuneration.

2 – JOINT LABOUR MANAGEMENT, HEALTH AND SAFETY COMMITTEE

- a) A Joint Labour Management, Health and Safety Committee shall be established. The established committee will consist of the Site Vice President, the Librarian and,

if desired, up to two (2) additional designates from the Union and the Library Board.

- b) The Committee shall schedule and meet formally a minimum of two (2) times per year, and as need arises.
- c) The purpose of the Committee is to discuss and resolve issues of common concern, including all matters regarding the health, safety and well being of employees. Minutes shall be taken of all meetings and copies shall be circulated to committee members for approval. Copies of approved minutes shall be made available to all employees.
- d) The Librarian and Site Vice President will meet regularly and informally throughout the year to discuss and resolve emerging issues of concern.
- e) The Committee is not a forum for discussing the details of grievances in progress.

ARTICLE 10 - GRIEVANCE PROCEDURE

- (1)
 - a) An employee shall have the right to Union representation at any stage of the grievance procedure.
 - b) The Union shall have the right at any step of the grievance procedure to the assistance of a Canadian Union of Public Employees National Representative.
 - c) No more than one (1) employee representing the Union shall be allowed time off to proceed with the grievance presentation.
 - d) An employee required to attend a meeting with the Librarian or the Library Board dealing with grievances/arbitrations shall suffer no loss of pay when the meeting is held during **their** scheduled working hours.
 - e) Employees may discuss a grievance with the Employer or an employee at times during working hours as agreed by the Librarian.

(2) Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

(3) Settling of a Grievance

An earnest effort shall be made to settle grievances fairly and promptly.

A written grievance must include a statement of the following:

- a) the names of the aggrieved; and
- b) the nature of the grievance in clear and concise detail; and

- c) the remedy or correction the Employer is requested to make; and
- d) the section(s) where the Agreement is claimed to be violated.

(4) Attempt to Resolve

The Employee(s) concerned may seek to settle any alleged dispute through informal discussions with the Librarian. Should satisfactory settlement not be reached the grievance shall be processed in the following manner:

Step 1

Within twelve (12) working days of becoming aware of the incident, the Employee and the Union or the Union shall seek to settle any alleged dispute through discussion with the Librarian and attempt to resolve such dispute. The Librarian shall submit **their** decision to the employee and the Union within twelve (12) working days.

Step 2

Should satisfactory settlement not be resolved in Step 1, the grievance shall be filed, in writing within twelve (12) working days of the disputed act with the Librarian, who will submit **their** decision in writing to the Union within five (5) working days.

Step 3

If the grievance is not settled in Step 2, the grievance may, within five (5) working days, in writing, after receiving the decision, be filed with the Library Board. The Library Board shall then submit their decision in writing to the Union, within five (5) working days.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union or Library Board may within twelve (12) working days of receiving the written decision in Step 3, refer the dispute to mediation. Mediation hearings shall commence as soon as possible and within sixty (60) days of the initial application.

(5) Composition of Board of Mediation

- a) Failing a satisfactory settlement being reached in Step 4, the Union may within twelve (12) working days of receiving the written decision in Step 4, refer the dispute to Mediation.
- b) When a case is referred to mediation, within twelve (12) working days the parties will agree on a Mediator and establish the earliest possible dates with the Mediator.
- c) The cost of the Mediator will be shared equally between the Employer and the Union.

- d) The results of such mediation are not binding unless mutually agreed, and may not be used by either party in arbitration.
- e) Failing a satisfactory resolve being reached through Mediation, the grievance may be submitted to arbitration.

(6) Composition of Board of Arbitration

- a) When either party requests that a grievance be submitted to arbitration, the request shall be made addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then select an impartial chairman.
- b) If the party receiving the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- c) The parties may by mutual agreement, provide for arbitration as set out under the terms of the Labour Relations Code.

(7) Three Member Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

(8) Procedure

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairman shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.

(9) Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within five (5) days.

(10) Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints;
- b) one-half (1/2) of the fees and expenses of the Chairman.

(11) Amendment 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 11 - POLICY GRIEVANCE

- (1) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, same shall be dealt with at STEP 3 of the grievance procedure, presented in writing, and within thirty (30) working days of the event giving rise to the policy grievance.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- (1) Whenever an employee is disciplined for just cause and the discipline is intended to be a matter of management record, the employee shall be given written particulars of the discipline whether it be a warning, suspension or discharge, and a copy shall be sent to the Union. The Employee's reply to such complaint shall become part of the record.
- (2) An employee shall have the right and be informed of the right to have **their** Steward or designate present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action. The Employee will be provided with the reason for such meeting prior to the meeting.
- (3) The Union shall be notified and provided with copies of all disciplinary actions within forty-eight (48) hours or two (2) working days of such discipline.
- (4) Grievances involving suspension or termination shall be initiated at Step 3.

ARTICLE 13 - PERSONNEL RECORDS

- (1) An employee shall have the right to access and review **their** personnel file at a time mutually agreed to by the employee and the Librarian. Such access shall be conducted in the presence of the Librarian and at the employee's request a representative of the Union.
- (2) An employee shall have the right to make copies of any material contained in **their** personnel record.
- (3) Copies of employee's personnel records shall not be forwarded to any other Employer or Agency without prior written consent of the employee.

- (4) The employee, may after **twelve (12)** months following a suspension or disciplinary action, including letters of reprimand or any other adverse reports or disciplinary documentation, approach the Employer to have said documentation removed from **their** personnel files. Such requests will be granted provided the employee's file does not contain any further record of related disciplinary action during that **twelve (12)** month period.

ARTICLE 14 - SENIORITY

- (1) Seniority is defined as the length of continuous service from the most recent date of hire with the Employer. Provided the employee has the necessary qualifications and abilities, seniority shall determine preference or priority in promotions, transfers, lay-offs and recalls.
- (2) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union and posted on the Bulletin Board in January of each year.
- (3) An employee shall not lose seniority rights, if **the employee** is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.
- (4) An employee shall only lose **their** seniority in the event:
 - a) **the employee** is discharged for just cause and not reinstated;
 - b) **the employee** resigns;
 - c) **the employee** is absent from work in excess of **three (3)** working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - d) **the employee** fails to return within three (3) working days following a lay-off and after being notified at the last recorded address by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address;
 - e) **the employee** is laid off for a period longer than one (1) year.
 - f) **the employee is a casual employee who has not worked a shift for six (6) months or more.**
- (5) After successful completion of the probation period, seniority shall be effective from the original date of employment.
- (6) When Casual or Temporary employees are hired into permanent full time or part time positions, they shall be credited seniority from their date of hire.

ARTICLE 15 - PROBATION

- (1) Newly hired employees shall be considered to be on probation for a period of four (4) months from the date of hiring. During the probation period, employees shall, unless otherwise specified, be entitled to all rights and privileges under the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the four (4) months without recourse, except for just cause, to the grievance procedure.
- (2) An extension of the probation period for a further two (2) months, upon request, shall be granted upon agreement by the Union, and be confirmed within five (5) working days. Upon granting such extension the Employer shall provide the Union with written notification, and the Employee with a letter setting out the expectations the Employee is expected to meet during the extension period. Upon completion of probation an Employee's seniority date shall be dated from the original date of hire, as per Article 14.5.

ARTICLE 16 – PROMOTIONS, TRANSFERS, TRIAL PERIODS AND STAFF CHANGES

- (1) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall forthwith notify the Union in writing and post notice of the position in the Library facilities on bulletin boards for a **minimum of seven (7)** working days so that all employees shall know about the vacancy or new position. This **seven (7)** day period may be shortened upon Union approval only.
- (2) Employer's notice shall contain the nature of the position, qualifications and abilities required, hours of work and rate of pay.
- (3) The Employer may immediately advertise externally to fill a vacancy within the bargaining unit but shall not interview or hire such persons until the internal posting process has been completed. In the event the posting is not filled the Employer may fill the position temporarily as per Article 16.4.
- (4) The employer may fill a temporary vacancy for up to a maximum of sixty (60) days, first from within the bargaining unit, then from outside. A temporary vacancy may be extended by mutual consent between the Employer and Union.
- (5) In making promotions, the Employer agrees to make such promotions from current personnel in the service on the basis of seniority, ability and qualifications being sufficient to handle the job. The successful applicant shall be placed on a trial period of ninety (90) days. Conditional upon satisfactory completion of the trial period, the employee shall continue in the new classification. In the event the applicant's performance proves unsatisfactory, **the employee** shall be returned to **their** former position, classification and wage rate without loss of seniority. An employee on a trial period shall have the right to return to **their** former position within a thirty (30) day period if **the employee** so desires. Any other Employee

affected by a reversal of a trial period shall be returned to **their** former position, classification and wage rate without loss of seniority.

- (6) The Union shall be notified in writing within six (6) days of all appointments, hiring, lay-offs, transfers, recalls within the bargaining unit with the exception of discipline and termination of employment.

ARTICLE 17 - LAY-OFFS AND RECALLS

- (1) Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a lay-off, where ability and qualifications are equal, employees shall be laid off in reverse order of seniority.
- (2) No new employees shall be hired until those laid off, who are qualified to perform the available work, have been given the opportunity of re-employment. Employees shall not accumulate seniority, sick leave or other benefits while on lay-off.
- (3) The Employer shall give the employee written notice of the lay-off at least:
 - a) one (1) week, if the employee has been employed by the Employer for more than three (3) months, but less than two (2) years;
 - b) two (2) weeks, if the employee has been employed by the Employer for two (2) years or more, but less than four (4) years;
 - c) four (4) weeks, if the employee has been employed by the Employer for four (4) years or more.
- (4) Employees shall be recalled in the order of their seniority, providing they are qualified and have the ability to do the work. Employees recalled doing work at a lower rated job than the job previously held prior to lay-off shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.

ARTICLE 18 - HOURS OF WORK

- (1) The normal hours of operation of the Library are from 9:00 am to 8:00 pm Monday through Friday, and Saturday 10:00 am to 3:00 pm. Shifts may be established within the normal hours of operation. Hours of operation may change at the discretion of the Employer with advance written notice to the Union.

Employees may be required to work a maximum of eight (8) hours per day or forty (40) hours per week at the regular rate of pay.

- (2) Employees may be required to work two (2) Saturdays during the month.

- (3)
 - a) For every four (4) hours, an employee shall be permitted a fifteen (15) minute rest period, at a time that is amenable to the employee and the Librarian.
 - b) An employee will be allowed one-half (1/2) hour paid lunch at a time mutually agreed between the Librarian and the employee, provided the employee works more than five (5) hours.
- (4) A work schedule shall be prepared by the Librarian every month, two weeks before the start of the new month, to inform employees of their hours of work.
- (5) Split shifts shall comply with all of the provisions of the Labour Standards Regulations.
- (6) Late Shift:
 - a) Every employee, except the Pages, may be expected to work up to five (5) late shifts during one (1) month since the Library is open a minimum of five (5) evenings per week until 8:00 pm.
 - b) The late shifts will be between 12:00 pm and 8:00 pm.
 - c) Pages are expected to work up to five (5) evenings a week and on Saturdays **unless prohibited by legislation.**
- (7) If extra hours of shifts are available, they will be offered in the following order, based on seniority:
 - a) Permanent employees within job classifications or who are qualified to perform the work.
 - b) Temporary
 - c) **Casual employees**

ARTICLE 19 - OVERTIME

- (1) Overtime rates shall be paid for any work performed during any hours other than regular hours, and there shall be no stacking of premiums.
- (2) Work performed by an employee before or after the regular daily hours shall be paid for at the rate of time and one-half (1 1/2x).
- (3) Work performed by an employee in excess of forty (40) hours per week or eight (8) hours per day shall be paid for at the rate of time and one-half (1 1/2x).
- (4) In giving out overtime, the Employer agrees to distribute such overtime as evenly as possible among all permanent employees, except in the case of an emergency.

- (5) An employee who is called in and required to work outside **their** regularly scheduled hours shall be paid for same at the rate of time and one-half (1 1/2x).
- (6) Overtime must be approved by the Employer.
 - a) Time off in lieu of overtime may be provided when mutually agreed between the Library Board and the employee.
 - b) Overtime may be banked to a maximum of sixteen (16) hours. Time off in lieu of overtime shall be scheduled at a time mutually agreed between the Librarian and the employee, however, scheduled vacation shall have priority over time off in lieu of overtime.
 - c) Any accumulated overtime, which has not been taken as time off shall be paid out at the appropriate overtime rate at December 31st of each year.
- (7) An employee shall not be required to take time off during regular hours to equalize any overtime worked, but shall have the option to do so upon approval by the Librarian.
- (8) The Employer shall keep overtime to a minimum.

ARTICLE 20 - PAID GENERAL HOLIDAYS

- (1) The Employer recognizes the following as paid holidays:

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

and all other holidays proclaimed by the Federal, Provincial and Municipal Governments.

One (1) floating workday shall be provided either prior to Christmas Day or the working day following Boxing Day. The floating day shall be allocated based on the following:

If Christmas Day (December 25th) falls on a:

Monday	the Floating Day shall be December 27th
Tuesday	the Floating Day shall be December 24th
Wednesday	the Floating Day shall be December 27th
Thursday	the Floating Day shall be December 24th
Friday	the Floating Day shall be December 24th
Saturday	the Floating Day shall be December 24th
Sunday	the Floating Day shall be December 28th

Compensation for Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday.

- (2) For each of the above holidays, **full-time** employees shall receive one day's pay at their regular rate of pay. **All other employees will receive five percent (5%) of the total of their wages, general holiday pay and vacation pay earned in the 28 days preceding the general holidays outlined above.**
- (3) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon by the Employer and the employee, or an extra day's pay in lieu thereof by mutual agreement.
- (4) An employee who is scheduled to work on a holiday shall be paid at the rate of double time (2x).

ARTICLE 21 - VACATIONS

- (1) a) Permanent full-time employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

One (1) year service	Two (2) weeks
Two (2) years' service	Three (3) weeks
Eight (8) years' service	Four (4) weeks
Fifteen (15) years' service	Five (5) weeks

Less than one (1) year service, .83 day vacation for every month worked.

- b) Permanent part time, working less than the regular full time hours of work per week, as set out in Article 6 definitions, shall receive vacation pay in lieu of annual vacation at the following rate:

Up to two (2) years' of service	four percent (4%)
Two (2) years' of service	six percent (6%)
Eight (8) years' of service	eight percent (8%)
Fifteen (15) years' of service	ten percent (10%)

- c) Casual and temporary employees working less than the regular full time hours of work per week, as set out in Article 6 Definitions, shall receive vacation pay in lieu of annual vacation at the following rate:

Up to two (2) years of service	four percent (4%)
Two (2) or more years of service	six percent (6%)

- (2) If a statutory or declared holiday falls or is observed during an employee's vacation period, **the employee** shall be allowed an additional day's vacation at a time mutually agreed between the employee and the Employer.
- (3) a) Vacation dates for permanent full time and permanent part time employees shall be determined by seniority. A vacation list will be posted on January 1st of each year so that employees can mark in their choice of holidays before March 31. Seniority will not apply regarding requests or changes made after March 31.
- b) **Unbroken Vacation Period**
- An employee may receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer, except as follows:
- i) Vacations may not be broken into less than one (1) week at a time **except as mutually agreed by the employee and the Employer.**
- ii) If two employees request overlapping or the same vacation dates, the **least senior** of the two shall be limited to two (2) consecutive weeks during that time period.
- c) **Approved vacation schedules cannot be amended without approval of the employee and the Employer.**
- d) **Employees shall be permitted to carry over four (4) unused vacation days to the following calendar year..** Carried over vacation must be used in the succeeding anniversary year. Any further carry over of vacation time would require written authorization of the Employer.
- e) If an employee is **infirm or hospitalized, as supported by a written certificate from a qualified medical practitioner** or granted any paid leave by the Employer while on vacation, the Employer shall credit that time **back to the employee's vacation bank.** Confirmation shall be in a form approved by the Employer.

ARTICLE 22 - SICK LEAVE PROVISIONS

- (1) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled.
- (2) Sick leave shall be earned on the basis of two (2) days per month for employees working permanent full time hours and prorated accordingly for all other **permanent part time** employees.
- (3) **A temporary employee shall accumulate sick leave during the period they are employed in a temporary position. When the employee goes back to a casual position, sick time is frozen and reinstated when / if the employee is hired to fill another temporary or permanent position.**

- (4) Any portion of the unused sick leave shall be accumulated to a maximum of eighty (80) days. Current employees who have accumulated over eighty (80) days up to January 1, 2015, shall retain their banked amount.
- (5) A deduction shall be made from accumulated sick leave, of all normal working days (exclusive of holidays) absent for sick leave. Accumulated absence during the month of four (4) or more hours shall be deducted.
- (6)
 - a) All employees shall immediately notify the Librarian of any absence through sickness.
 - b) An absence of three (3) consecutive working days or more **may** require substantiation by a certificate from the employee's attending medical practitioner **as determined by the employer.**
- (7) When an employee chooses to take an immediate family member to a medical, dental, optical or other appointment or when an employee needs to stay **home** with a sick immediate family member, the time they are absent shall be deducted from the accrued sick leave entitlement. For the purposes of this Article, immediate family shall be identified as children, **step-children, grandchildren, foster children,** spouse, **common law partner,** parents, **parents-in-law, grandparents** and any **other** dependent living in the Employee's household.
- (8) The Employer will, **on a quarterly basis,** inform each Employee of **their** sick leave record by statement attached to **their** paycheck.

ARTICLE 23 - LEAVE OF ABSENCE

- (1) **Union Leave**
 - (a) Representatives of the Union shall be granted permission without loss of pay or benefits, to leave their employment in order to carry on negotiations, grievances and arbitration procedures. Notice of such shall be given to the Employer at least three (3) working days in advance.
 - (b) Upon written request from the Union, two (2) weeks in advance, leave of absence without pay and without loss of seniority shall be granted to one (1) employee elected or appointed to represent the Union at Union Conventions or Conferences. Additional employees may be granted Union leave at the discretion of the **Employer.**
 - (c) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (2) **Bereavement Leave**

- (a) **All employees shall be granted (10) days for bereavement leave per calendar year without loss of pay and benefits. An employee may request to the Employer to further use up to ten (10) accumulated sick days. Granting of further days shall be at the discretion of the Employer. Employees will only be paid for day they are scheduled to work.**

(3) Maternity and Parental Leave

- a) **An employee who has been employed by the Employer for a period of at least ninety (90) days is entitled to maternity / parental and / or adoption leave as per the Employment Standards Code and Regulations and related federal legislation thereunder.**
- b) **An employee who wishes to resume their employment upon or prior to the expiration of maternity, parental leave and / or adoption leave, to which they are entitled, shall give the Employer four (4) weeks' notice in writing of the day on which they intend to resume employment. The Employer shall:**
 - (i) **reinstate the employee in the same or equivalent position, classification and wage they occupied at the time their maternity/parental or adoption leave commenced, with no loss of benefits or seniority.**

(4) Jury Leave

The Employer shall grant leave of absence without loss of seniority to an employee who is required by law to serve as juror or appear as a witness in any court. The Employer shall pay such an employee any difference between their regular rate of pay and the payment excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

(5) Examination Leave

Where it is necessary for an employee to take leave in order to write examinations or improve qualifications, and where such will be of benefit to the Employer, such leave shall be given without loss of pay or seniority providing the employee has received prior written permission from the Employer.

(6) General Leave

The Employer may grant leave of absence without pay and benefits to an employee for reasons satisfactory to the Employer. Request for such leave shall be in writing and shall be submitted to the Librarian in advance of the commencement of the leave. Such leave shall not be for the purpose of taking employment elsewhere. Unless otherwise mutually agreed, such leave shall not exceed three (3) months.

(7) Voting/Public Affairs Leave

- (a) An employee who is an elector qualified to vote shall, while the polls are open on polling day at an election or plebiscite be allowed three (3) consecutive hours for the purpose of casting **their** vote.
- (b) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence for one month without loss of seniority so that the employee may be a candidate at a Federal, Provincial or Municipal election.

(8) Citizenship Ceremony Leave

Upon acquiring Canadian citizenship, an employee shall be granted one (1) day leave without pay to attend their citizenship ceremony.

(9) Domestic Violence Leave

The Employer shall provide ten (10) unpaid days domestic violence leave per calendar year. Such leave shall not be carried over into a new calendar year.

An employee may take domestic violence leave for the following purposes:

- **to allow the employee, employee's dependent child or a protected adult, as defined by the Adult Guardianship and Trustee Act, to seek medical attention for physical or psychological injury caused by domestic violence;**
- **to obtain services from a victim services organization;**
- **to allow the employee, employee's dependent child or protected adult to obtain psychological or other professional counselling;**
- **to relocate (temporarily or permanently);**
- **or to seek legal or law enforcement assistance, including time relating to legal proceedings.**
- **any reason specified in the Alberta Employment Standards Code.**

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

- (1) The Employer shall pay salaries and wages with a mid-month advance in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- (2) The principle of equal pay for equal work shall apply regardless of sex.
- (3) a) Any employee required to assume the duties of a higher classification shall be paid the wages of the higher classification.
 - i) Where the higher position is outside the bargaining unit the employee shall receive the rate of 5% over the highest paid Union employee

where appointed to such position by the Employer. The employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 7, Check Off of Union Dues, during the period of temporary transfer.

- ii) When an employee is appointed to fill in for the Librarian **the employee** will receive the rate of eight per cent (8%) over **their** regular wage.
- b) Any employee assigned to train in a higher classification and working under the supervision of a person in that classification shall receive such training at **their** listed payroll rate of pay.
- (4) No employee shall be required or permitted to use their vehicle for the Employer's business.
- (5) The Employer may post information pertaining to professional development courses and programs for employees. Employees approved to attend these training sessions shall be compensated at the regular rate of pay.
- (6) The Employer shall pay the cost of a required course approved by the Employer. The Employer shall provide paid time, mileage, course registration and supplies. The supplies and materials must be approved by the Employer prior to registering for the course. If an employee's application for approval is denied, the employee shall be given the reason in writing.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

(1) Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be discussed with the Union. The Union will be provided with copies of all current job descriptions.

(2) Changes in Classification

When the duties in any classification are changed, or when a new classification is created, or where the Union and/or an employee is of the opinion **the employee** is unfairly or incorrectly classified or when any position not covered by the wage schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay of the job in question, the rate of wages shall be determined by an Arbitration Board and such decision shall be binding on both parties.

ARTICLE 26 - EMPLOYEE BENEFITS

- (1) Participation in group benefits by the Employer is as follows:

- a) Alberta Health Care
 - b) AUMA Extended Health and Vision Care
 - c) AUMA Dental Basic Option-Number I and Option Number II
 - d) AUMA Weekly Indemnity
 - e) AUMA Group Life (3x Annual Salary)
 - f) AUMA Long Term Disability
- (2) Only those employees considered as fulltime as set out in Article 18 and Article 6 – Definitions are eligible for the above benefits.
- (3) **The Employer will implement a health spending account with a value of \$400.00 per year for permanent full-time employees. The employer agrees to carry over any unused credits to the subsequent year. Any “carry over” credits that are not used during the carry over year will be forfeited by the employee.**
- (4) The employee shall be solely responsible for Long Term Disability Premiums.
- (5) The Employer shall pay eighty-five percent (85%) of the premiums for the life of this Agreement.
- (6) In addition to Canada Pension Plan, every eligible employee shall participate in the Local Authorities Pension Plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

ARTICLE 27 - WORKERS' COMPENSATION PROTECTION

An employee prevented from performing **their** regular work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive **their** regular pay and sign over to the Employer any benefits payable by the Workers' Compensation Board for a maximum period of four (4) weeks, however, this period may be extended at the discretion of the Employer.

ARTICLE 28 - HEALTH AND SAFETY

- (1) The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to the employees engaged in work for the Employer. **Both parties agree that, as a minimum, all Occupational Health and Safety and Workers' Compensation Board legislation must be adhered to at all times.**
- (2) The Employer agrees to provide and maintain First Aid equipment.

ARTICLE 29 - GENERAL

- (1) The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- (2) Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.
- (3) Copies of the minutes of the Library Board meetings shall be provided to the Union as soon as they are available.
- (4) Articles 15,17,19 (5), (7), (8), Article 21.1(a), 21.2, 21.3, **Article 22(1), (2), (3), (4), (5b), (6), (7), Articles 23 and 26** shall not apply to Casual employees.
- (5) Articles 21.1(a), 21.2, 21.3, 23.1, 23.2, 23.3, 23.5, 23.6, 23.7 (b) and 26 shall not apply to Temporary employees.

ARTICLE 30 - JOB SECURITY

- (1) No employee presently employed by the Employer within the scope of this Agreement shall lose employment during the life of this Agreement as a result of contracting out, or the use of volunteers.

- (2) Technological Change - Definition

In this Article "technological change" means any change in:

- a) Introduction of equipment, different in nature, from that previously utilized.

- (3) Technological Change - Advance Notice

When the Employer is considering the introduction of new technological equipment:

- a) The Employer agrees to notify the Union as far as possible in advance of **their** intentions and to update the information provided as new developments arise and modifications are made.

ARTICLE 31 - NO LOCKOUT, NO STRIKE

During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members.

ARTICLE 32 - GOVERNMENT FUNDED PROGRAMS

This Agreement does not pertain to any employee hired under a Provincial or Federal Government assisted employment program.

ARTICLE 33 - TERM OF AGREEMENT

- (1) This Agreement shall be effective from January 1, 2019 and shall remain in force until December 31, 2022 and shall continue from year to year thereafter unless either party gives the other party notice in writing not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the 31st day of December in any year that it desires its termination or amendment.
- (2) Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- (3) Either party desiring to propose changes or amendments to this Agreement, shall between the period of sixty (60) days and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other of the changes or amendments proposed. Within twenty (20) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

ARTICLE 34 - LIBRARY BOARD RATIFICATION

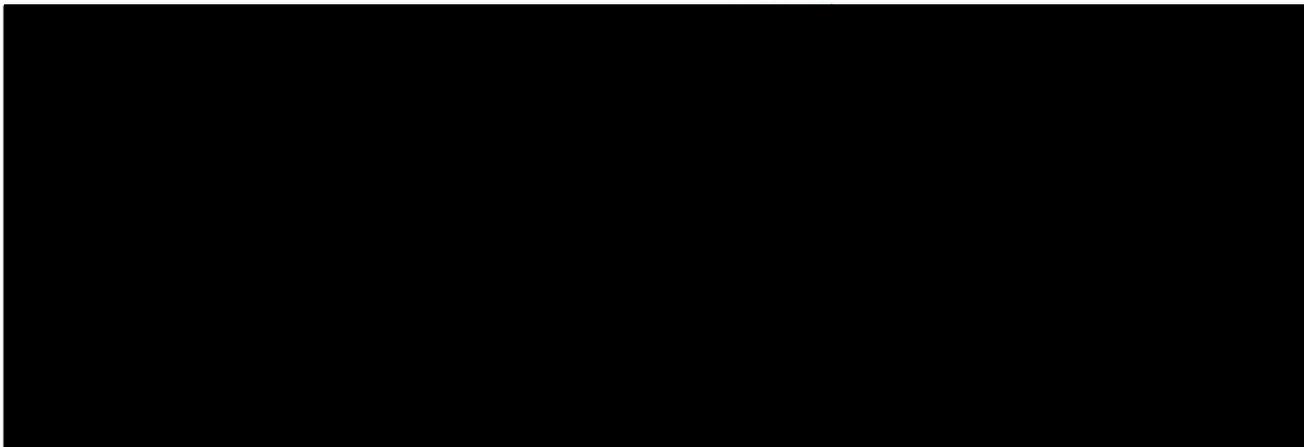
The Employer bargaining team has the authority to conclude a Memorandum of Agreement. Such Memorandum of Agreement is conditional on ratification by the Edson and District Public Library Board.

ARTICLE 35 – RETROACTIVE WAGES

An Employee in the service of The Edson & District Public Library as of the ratification of this Agreement shall be eligible for retroactive payment of wages during the period of January 1, 2019 to the date of the implementation of this Agreement.

Signed on behalf of the
EDSON AND DISTRICT PUBLIC
LIBRARY BOARD

Signed on behalf of
CUPE LOCAL 2838



Signed this 15 day of April, 2019, at Edson, Alberta.

SCHEDULE A – WAGES

<i>CUPE Positions Wage Grid</i>	<i>Probation 4 months</i>	<i>LEVEL I</i>	<i>LEVEL II</i>	<i>LEVEL III</i>	
<i>2019 (1.0%), 2020 (1.5%), 2021 (1.5%), 2022 (2.0%)</i>					
Bookkeeper	2019	21.75	22.99	24.23	25.46
	2020	22.07	23.33	24.59	25.84
	2021	22.40	23.68	24.96	26.23
	2022	22.85	24.16	25.46	26.76
Clerk III	2019	20.27	21.12	22.24	23.37
	2020	20.57	21.44	22.57	23.72
	2021	20.88	21.76	22.91	24.08
	2022	21.30	22.19	23.37	24.56
Pages	2019	15.10	15.20	15.30	15.40
	2020	15.15	15.30	15.45	15.60
	2021	15.20	15.40	15.60	15.80
	2022	15.25	15.50	15.75	16.00
Program & Tech Librarian	2019	28.13	28.69	29.26	30.10
	2020	28.55	29.12	29.70	30.55
	2021	28.98	29.56	30.14	31.01
	2022	29.56	30.15	30.75	31.63