



The 2012 – 2014 COLLECTIVE AGREEMENT

BETWEEN

THE EDSON PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2838

JANUARY 1, 2012 to DECEMBER 31, 2014

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INTRODUCTION

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

BETWEEN

THE EDSON 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 I - 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 required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- (3) The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform the duties of employees who are within the bargaining unit except for purposes of instruction, training, or when regular employees are not available.

ARTICLE 4 - NO DISCRIMINATION

The Employer and the Union agree(s) that there shall be no discrimination exercised or practiced with respect to any employee in accordance with the Alberta Human Rights, Citizenship and Multiculturalism Act, nor by reason of his/her membership or activity in the Union.

The employer and the Union will ensure that the Library will be a harassment free workplace.

The Employer agrees that no employee shall be subjected to personal harassment. Personal harassment shall be defined as repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This will not prevent Management from disciplining or terminating for cause.

ARTICLE 5 - UNION MEMBERSHIP

- (1) Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union, shall as a condition of employment, maintain such membership.
- (2) 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 - 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 7 - 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 Secretary of the Union.
- (2) The Board shall be advised in writing of any changes in the Union Executive.
- (3) The Union shall be advised in writing of any changes to the Library Board Executive & Labour Management & Safety Committee

ARTICLE 8 - LABOUR BARGAINING COMMITTEE

- a) A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union of which no more than three (3) shall be employees of the Edson Public Library Board. The Union will advise the Employer of the Union nominees to the Committee.
- b) The Union shall have the right at any time to the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.
- c) Any representative of the Union of the 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.

ARTICLE 8.1 - LABOUR MANAGEMENT AND SAFETY COMMITTEE

- a) A Labour Management and Safety Committee shall be established. The established committee consisting of two (2) Union members and the Employer and/or designate shall schedule and meet a minimum of two (2) times per year.
- b) Should either party to this agreement have a problem regarding labour management or safety issues, the committee shall meet to try to resolve the issue.

ARTICLE 9 - GRIEVANCE PROCEDURE

- (1)
 - a) There shall be a Union Grievance Committee.
 - 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) The Union shall have the right at any step of the grievance procedure to seek the assistance of his/her representative on the Grievance Committee, but in any event, no more than one (1) member of the Grievance Committee shall be allowed time off to proceed with the grievance presentation.
 - d) Employees may discuss a grievance with the Employer or an employee at times during working hours as agreed by the Librarian.
- (2) The Union shall notify the Employer, in writing, of the name(s) of the representative(s) appointed under Article 9(1).

- (3) 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.

- (4) 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.

The Employee(s) concerned shall 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

The grievance shall be filed, in writing within ten (10) working days, in writing, of the disputed act with the Librarian, who will submit his/her decision in writing within five (5) working days.

Step 2

If the grievance is not settled in Step 1, the grievance may, within five (5) working days, in writing, after receiving the decision, be filed, in writing with the Library Board. The Library Board shall then submit their decision in writing, within five (5) working days.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union or Library Board may within ten (10) working days of receiving the written decision in Step 2, refer the dispute to mediation/arbitration. Mediation/arbitration hearings shall commence within sixty (60) days of the initial application.

(5) Composition of Board of Arbitration

- a) When either party request that a grievance be submitted to arbitration, the request shall be made by registered mail 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 by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to 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.

(6) 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 attempts at justice, the Board shall, as much as possible, follow a laymen'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.

(7) 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.

(8) 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.

(9) 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.

(10) 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 10 - 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 2 of the grievance procedure, presented in writing, and within thirty (30) working days of the event giving rise to the policy grievance.
- (2) 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 his/her scheduled working hours.

ARTICLE 11 - 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 to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

ARTICLE 12 - PERSONNEL RECORDS

- (1) An employee shall have the right to access and review his/her 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.
- (2) An employee shall have the right to make copies of any material contained in his/her 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 eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any other adverse reports, approach the Employer to have said documentation removed from his/her personnel files. Such requests will be granted provided the employee's file does not contain any further record of related disciplinary action during that eighteen (18) month period.

ARTICLE 13 - SENIORITY

- (1) Seniority is defined as the length of continuous service with the Employer and provided the employee has the necessary qualifications and abilities, 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 he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.
- (4) An employee shall only lose his/her seniority in the event:
 - a) he/she is discharged for just cause and not reinstated;
 - b) he/she resigns;
 - c) he/she is absent from work in excess of seven (7) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- d) he/she 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 his/her current address;
 - e) he/she is laid off for a period longer than one (1) year.
- (5) After successful completion of the probation period, seniority shall be effective from the original date of employment.

ARTICLE 14 - PROBATION PERIOD/EMPLOYEES

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. An extension of the probation period for a further two (2) months, upon request, shall be granted upon application to the Union, and be confirmed within five (5) working days.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- (1) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer may fill the position temporarily, but then shall forthwith notify the Union in writing and post notice of the position in the Library facilities on bulletin boards for a maximum of five (5) days so that all employees shall know about the vacancy or new position.
- (2) Employer's notice shall contain the nature of the position, qualifications and abilities required, hours of work and rate of pay.
- (3) In making promotions, the Employer agrees to make such promotions from present 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 proves unsatisfactory, he/she shall be returned to his/her former position and wage rate without loss of seniority. An employee on a trial period shall have the right to return to his/her former position within a thirty (30) day period if he/she so desires.

- (4) The Employer may immediately advertise to fill a vacancy within the bargaining unit but shall not hire such persons until present employees have had an opportunity to bid for the job.
- (5) The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and termination of employment within the bargaining unit within ten (10) working days.
- (6) 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.

ARTICLE 16 - 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 to do 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 17 - HOURS OF WORK

- (1) The normal hours of operation of the Library are from 9:00 hours to 21:00 hours Monday through Sunday. Shifts may be established within the normal hours of operation.

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. (Thirty-two (32) hours per weeks shall be considered as full-time or regular hours of work.)

- (2) Employees may be required to work two (2) Saturdays during the month to a maximum of five (5) hours each shift at the regular rate of pay.
- (3)
 - a) An employee shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift provided the shift exceeds three (3) hours in length.
 - b) An employee will be allowed one-half (1/2) hour paid lunch at a time mutually agreed between the Librarian and the employee.
- (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: Every employee may be expected to work up to five (5) late shifts during one (1) month since the Library is open a minimum of three (3) evenings per week until 21:00 hours. On these days the shifts will be between 13:00 hours to 21:00 hours.

ARTICLE 18 - 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 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 the employees, except in the case of an emergency.
- (5) An employee who is called in and required to work outside his/her 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.

- (7)
- 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.
- (8) An employee shall not be required to take time off during regular hours to equalize any overtime worked.
- (9) The Employer shall keep overtime to a minimum.

ARTICLE 19 - PAID HOLIDAYS

- (1) The Employer recognizes the following as paid statutory 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	Float Day
Civic Holiday	

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

The Christmas Floating Day shall be taken within the Christmas Holiday week; however, the employee may determine the exact day to be taken with the Librarian's approval.

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, each employee shall receive one day's pay at his/her regular rate of pay, provided the employee has worked for the Library Board at least thirty (30) days during the twelve (12) months immediately preceding the statutory holiday and the employee has not been absent, without the Library Board's consent, on either of the regular working days immediately preceding or following the statutory holiday.
- (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) If any employee is absent the working day immediately prior to or following the statutory holiday, no payment shall be made for the statutory holiday, unless the absence is covered by a medical certificate or an authorized leave of absence.
- (5) An employee who is scheduled to work on a holiday shall be paid at the rate of double time (2x).

ARTICLE 20 - VACATIONS

- (1)
 - a) Fulltime employees shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

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

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
 - b) Employees working less than the regular hours of work per week, as set out in Article 17, shall receive vacation pay in lieu of annual vacation at the following rate:

Two (2) weeks	four percent (4%)
Three (3) weeks	six percent (6%)

- (2) If a statutory or declared holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day's vacation at a time mutually agreed between the employee and the Employer.
- (3)
 - a) Vacations shall be on a rotation schedule. A vacation list will be posted on January 1st of each year so that employees can mark in their choice of holidays before May 1st.
 - b) **Unbroken Vacation Period**
An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer, except as noted in 3(c).
 - (c) Vacations may not be broken into less than one (1) week at a time except as mutually agreed by the employee and Librarian.
 - (d) Vacation schedules, once approved by the employer, cannot be amended without approval of the employee and Librarian. For the first year of rotation, the lists shall be set up by seniority. Carry over of four (4) vacation days shall be allowed without written approval provided written notification of carry over is submitted to the Librarian at least one (1) month prior to the employee's anniversary date. 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 hospitalized, except as a result of an illegal act, or granted any paid leave by Management while on vacation, the Employer may credit that time to the employee. Confirmation shall be in a form approved by the Employer.

ARTICLE 21 - 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 regular hours as per Article 17 and prorated accordingly for all other employees.
- (3) Any portion of the unused sick leave shall be accumulated to a maximum of one hundred and twenty (120) days.
- (4) 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.

- (5)
 - a) All employees shall immediately notify the Librarian of any absence through sickness.
 - b) An absence of three (3) consecutive working days or more will require substantiation by a certificate from the employee's attending medical practitioner.
 - (6) The Employer shall, as soon as conveniently possible, after December 31st of each year, post a summary of employee's sick leave records.
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ARTICLE 22 - LEAVE OF ABSENCE

- (1) 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.
- (2) Upon written request from the Union Secretary to the Employer, 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 Library Board.
- (3) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.
- (4) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days without loss of pay and benefits in the case of the death of a parent, common-law spouse, wife, husband, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, guardian. Where the burial occurs outside the province, the Employer may grant additional time not to exceed two (2) working days as may be necessary.
- (5) One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer providing the Librarian is notified twenty-four (24) hours in advance.
- (6)
 - a) An employee who is pregnant and who has been employed by the Library Board for a period of at least twelve (12) months is entitled to maternity and/or parental leave as per the Employment Standards Code.

- b) An employee who wishes to resume her employment upon the expiration of maternity leave, to which she is entitled, shall give the Librarian two (2) weeks' notice in writing of the day on which she intends to resume employment and her Employer shall:
- (i) reinstate her in the position she occupied at the time her maternity leave commenced, or
 - (ii) provide her with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date the employee commenced maternity leave.
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- (7) 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 his/her 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.
- (8) 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.
- (9) The Employer may grant leave of absence without pay 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.
- (10) 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 his/her vote.
- (11) 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.

ARTICLE 23 - 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 6, check off of Union dues, during the period of temporary transfer.
 - 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 his/her 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 shall pay the cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

ARTICLE 24 - 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 presented and discussed with the Union.

(2) Changes in Classification

When the duties in any classification are changed or where the Union and/or an employee is of the opinion he/she 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 25 - 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 17 are eligible for the above benefits.
 - (3) The employee shall be solely responsible for Long Term Disability Premiums.
 - (4) The Employer shall pay eighty percent (80%) of the premiums for the life of this Agreement.
 - (5) 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 26 - WORKERS' COMPENSATION PROTECTION

An employee prevented from performing his/her regular work on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive his/her 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 27 - 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.
- (2) The Employer agrees to provide and maintain First Aid equipment.

ARTICLE 28 - 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 required.

- (3) Copies of the minutes of the Library Board meetings shall be provided to the Union as soon as they are available.

ARTICLE 29 - 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.

- (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 his or her intentions and to update the information provided as new developments arise and modifications are made.

ARTICLE 30 - 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 31 - GOVERNMENT FUNDED PROGRAMS

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

ARTICLE 32 - TERM OF AGREEMENT

- (1) This Agreement shall be effective from January 1, 2012 and shall remain in force until December 31, 2014, 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 33 - LIBRARY BOARD RATIFICATION

The Employer bargaining team has the authority to conclude a Memorandum of Agreement. Such Memorandum of Agreements are conditional on ratification by the Edson Library Board.

Signed on behalf of the
EDSON PUBLIC
LIBRARY BOARD

[Redacted Signature]

Board Chair

[Redacted Signature]

JoAnn Hooper, Head Librarian

Signed on behalf of
CUPE LOCAL 2838

[Redacted Signature]

Sarah MacKay - President

Signed this 14 day of December, 2011 at Edson, Alberta.

SCHEDULE "A"

CUPE Positions Wage Grid 2012 (3%), 2013 (3%), 2014 (3%)		Level I	Level II (2 nd yr)	Level III (3 rd yr)
Janitor				
	2012	\$ 14.88	15.38	16.38
	2013	15.37	16.37	16.87
	2014	15.88	16.38	17.38
Pages				
	2012	9.76	10.26	11.26
	2013	10.10	10.60	11.60
	2014	10.45	10.95	11.95
Clerk III				
	2012	16.66	17.16	18.16
	2013	17.20	17.70	18.70
	2014	17.76	18.26	19.26
Program & Tech Librarian				
	2012	23.47	23.97	24.97
	2013	24.22	24.72	25.72
	2014	24.99	25.49	26.49
Bookkeeper				
	2012	17.56	18.06	19.06
	2013	18.13	18.63	19.63
	2014	18.72	19.22	20.22

Government-funded work program employees will be paid in accordance with program rates.