

# COLLECTIVE AGREEMENT

BETWEEN

**THE TOWN OF SUNDRE LIBRARY  
BOARD**

AND

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

**LOCAL 417  
SUNDRE LIBRARY WORKERS**

**January 1, 2021 to December 31, 2024**



Canadian Office & Professional Employees Local #491

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THIS AGREEMENT MADE THIS 11th Day of January, 2022.

BETWEEN

THE TOWN OF SUNDRE LIBRARY BOARD

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 417  
SUNDRE LIBRARY WORKERS

**ARTICLE 1 - PREAMBLE**

1.01 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.

1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.

1.03 To promote the mutual interest of the Employer and the Employees.

1.04 Definitions

For the purposes of this Agreement:

- a) "Union" means the Canadian Union of Public Employees Local 417.
- b) "Employer" means Town of Sundre Library Board.
- c) "Employee" means any individual hired by the Board to provide library services to the community.
- d) "Permanent Full time Employee" means an Employee who works thirty (30) hours per week or more.
- e) "Permanent Part time Employee" means an Employee who works an average of fifteen (15) or more but less than thirty (30) hours per week.
- f) The Employer can utilize "Volunteers" but will not replace current Employees or perform the duties normally performed by bargaining unit Employees behind the main circulation desk. Volunteers are unpaid. All volunteers are required to follow the Board Policy's in regards to volunteers.

- g) "Casual Employee" means an Employee who works less than fifteen (15) hours per week.
- h) "Temporary/Holiday Relief" will be hired as required.
- i) Wherever the singular or feminine is used in this Agreement it shall be considered as if the plural or masculine had been used where the context of the party or parties hereto requires.
- j) "Library manager" means the manager of the Sundre Municipal Library and their role is to oversee operations of the Library as outlined in Article 2 – Management Rights. The Library Manager is not covered by the Collective agreement and is exempt from the bargaining unit as outlined in Article 3.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

The Union recognizes and agrees that it is the right of the Employer and not the Union to exercise management rights. Such management rights include the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any Employees subject to the terms of this Collective Agreement.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 417 as the sole and exclusive collective bargaining agent for its Employees, as described in Certificate Number 140-2006, as determined by the Alberta Labour Relations Board.
- 3.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the Terms of this Collective Agreement.
- 3.03 The Employer agrees that 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 in emergency situations, or to perform work on a temporary basis when Employees are not available. Such will not take work away from existing Employees.

## **ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

- 4.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, ancestry, place of origin, political or religious beliefs, physical disability, mental disability, gender, gender identity, gender expression, marital status, family status, sexual orientation, place of residence, source of income, nor by reason of membership or activity in the Union.

## **ARTICLE 5 – UNION MEMBERSHIP**

- 5.01 Any Employee who is a member of the Union shall maintain such membership during the course of employment with the Board.
- 5.02 The Employer shall deduct and pay to the Secretary Treasurer of the Union, the Union dues specified by the Local. Such deductions shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the following month that the dues were deducted from. Such payment shall be accompanied by a list indicating each Employee's name, address, phone number and the amount deducted.
- 5.03 This Agreement does not pertain to any Employee hired under a Provincial or Federal Government assisted employment program provided the term of the work does not exceed four (4) months.
- 5.04 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.

## **ARTICLE 6 – UNION EMPLOYER RELATIONS**

- 6.01 The Employer acknowledges the right of the Union to appoint one Union Steward for the workplace.
- 6.02 During regular hours, and subject to approval of the Employer, the Union Steward can attend grievance meetings and other meetings with the Employer without loss of pay.

**6.03 Bargaining Committee**

- a) A Union Bargaining committee shall not consist of more than one Employee from the bargaining unit and the Canadian Union of Public Employees National Representative.
- b) Any representatives of the Union on 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. An Employee shall receive the pay and benefits provided for in the Agreement however, the Union shall reimburse the Employer for all pay during the period of absence.

**6.04** The Union shall have the right to have the assistance of the Canadian Union of Public Employees National Representative when negotiating with the Employer and/or upon request of a bargaining unit member(s).

**ARTICLE 7 – DISCIPLINE OR DISCHARGE**

**7.01** All discipline shall be issued in a timely manner. A disciplinary penalty will depend on the seriousness of the conduct of the Employee and any culmination of prior incidents of misconduct. Progressive discipline will normally be used but a single serious incident of misconduct may result in discharge. No Employee shall be disciplined or dismissed without just cause.

**7.02** An Employee shall be advised in advance of disciplinary meetings and shall have the right to have their Union Steward, or another person designated by the Union, present where the disciplinary action taken involves a written reprimand or more serious disciplinary sanctions.

**7.03 Personnel Files**

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 Employer.

**7.04** Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file, provided there is no other discipline on the Employee's personnel file.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Definition of a Grievance**

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

- 8.02 a) The Employee(s) shall have the right at any step of the Grievance procedure to the assistance of a Canadian Union of Public Employees National Representative.
- b) An Employee shall have the right at any step of the Grievance procedure to seek the assistance of a Union Steward.

8.03 The Union shall notify the Employer, in writing, of the name(s) of the representative(s) appointed under Article 8.02(b).

8.04 It is recognized that it is in the interests of all parties to seek an early resolution to differences. Discussions between the parties shall take place to investigate a possible Grievance, or to discuss a possible resolution, prior to the formal filing of a grievance by any party. Should satisfactory settlement not be reached the Grievance shall be processed in accordance with Article 8.05.

### **8.05 Settling of a Grievance**

A written Grievance must include a statement of the following:

- a) the name(s) of the aggrieved, and
- b) the nature of the Grievance in clear and concise detail, and
- c) the section(s) where this Agreement is claimed to be violated, and
- d) the remedy or correction the Employer is requested to make.

#### **Step 1**

The Grievance shall be filed in writing to the Personnel Committee within fifteen (15) working days of the incident or when it first came to the Employee's attention. The Personnel Committee will meet with the grievor and her representative within ten (10) working days and will submit a decision in writing to the Union within five (5) working days of the meeting. Working days is defined as Tuesday to Friday and does not include Saturday, Sunday, Monday and General Holidays.

## Step 2

If the Grievance is not settled in Step 1, the Union must, within ten (10) working days after receiving the Personnel Committee decision, file the Grievance in writing to the Board. The Board will meet with the grievor and her representative within ten (10) working days and will submit a decision in writing to the Union within five (5) working days of the meeting.

### 8.06

#### Arbitration

- a) Failing settlement at Step 2, either party may refer the Grievance to Arbitration by providing written notice to the other party within fifteen (15) working days of the reply at Step 2. Upon agreement between the Board and the Union, a single Arbitrator may be used.
- b) The written notice shall contain a statement of the Grievance and the name of the complainant's appointee to the Arbitration Board.
- c) The Employer shall, within five (5) working days of receipt of the notification, inform the complainant of its appointee to the Arbitration Board.
- d) The two (2) appointees so selected shall, within five (5) working days of the appointment of the Employer's representative, appoint a third person as chairperson.
- e) Should the two (2) appointees fail to agree upon a chairperson within the five (5) days period, either appointee may request that the Director of Mediation Services appoint a chairperson for the Board.
- f) Each party to the difference shall bear the expenses of its respective nominee to the arbitration board. The fees and expenses, if any, of the chairman of the Grievance Board shall be borne by the parties to the dispute in equal shares.
- g) Where the parties agree to a single Arbitrator to hear the Grievance, each party shall pay one-half (1/2) of the Arbitrator's fees and related expenses.
- h) The time limits set out in both the Grievance and Arbitration procedure may be extended by written agreement between the parties.

- i) **An Employee required to attend a meeting with the Board dealing with Grievances/Arbitrations shall suffer no loss of pay when the meeting is held during her scheduled working hours.**

8.07 **The time limits in the Grievance and Arbitration procedures are mandatory. An Arbitrator or Arbitration Board may make such orders, as it considers fair and reasonable, but shall not alter, change or amend any provisions of the Collective Agreement.**

## **ARTICLE 9 – SENIORITY**

9.01 **Seniority is defined as the length of service with the Employer. For current Employees at the date of signing this Collective Agreement, all prior service will be counted.**

9.02 **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 Union Steward in January of each year.**

9.03 **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.**

9.04 **An Employee shall only lose their seniority in the event:**

- a) **they are discharged for just cause;**
- b) **they resign;**
- c) **they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;**
- d) **they fail to return within five (5) working days following a lay-off after being notified at the last recorded address by registered mail to do so. It shall be the responsibility of the Employee to keep the Employer informed of her address;**
- e) **they are laid off for a period longer than one (1) year.**

## **ARTICLE 10 – LAY-OFFS AND RECALL**

10.01 **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.

- 10.02 Employees shall be recalled in the order of their seniority, provided they are qualified and have the ability and desire 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.
- 10.03 Employees shall remain on a recall list for six (6) months. Employees will not accumulate seniority while on lay-off.
- 10.04 No new Employees shall be hired until those laid off have been given the opportunity of re-employment.

#### **ARTICLE 11 – PROMOTIONS AND STAFF CHANGES**

- 11.01 a) All positions will be subject to a competitive process. The Employer's intent will be to fill vacancies from within when qualified current Employees apply
- b) When a vacancy occurs or a new position is created in the Library, the Employer may fill the position temporarily and will post the notice in the Library for five (5) working days, so that all Employees have an opportunity to apply if they so desire. Applications from current Employees shall be in writing. Working days is defined as when the Library is open for business.
- 11.02 Employer's notice shall contain the nature of the position, qualifications and abilities required, hours of work and rate of pay.
- 11.03 Promotions will be awarded to Employees who meet the qualifications of the position and have the ability to perform the duties required.
- 11.04 The successful internal applicant shall be placed on a trial period of thirty (30) calendar days. Conditional upon satisfactory completion of the trial period, the Employee shall continue in the new classification. In the event the applicant proves unsatisfactory or the applicant deems the position unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. The Employer or Employee will provide one calendar week written notice of the decision to return to the former position.

- 11.05 The Employer shall notify the Union Steward of all appointments, hiring, promotions, lay-offs, transfers, recalls and termination of employment within the bargaining unit within ten (10) working days.
- 11.06 An Employee that is the successful candidate to new position or another position within the bargaining unit shall be placed on the salary grid which ensures the Employee will receive a minimum of a 5% increase on their wage. The Employee will advance through the steps of their classification level and will be eligible for future general salary increases negotiated.

## **ARTICLE 12 – HOURS OF WORK**

- 12.01 The Library hours of work are determined by the Library Board with varying shifts covering its hours of operation. Staff are expected to work day and evening shifts.
- 12.02 The Employer will determine shift schedules and once established and established in writing, the shift schedule shall become the Employee's regular hours of work. The Employer will give thirty (30) days' notice of changes to shift schedules, unless there are extenuating circumstances.
- 12.03 If extra hours are required or additional hours are added to the current Library operations, they will be offered as equally as possible to all qualified current Employees. If current Employees do not accept such hours, the additional hours will be made available to new Employees.
- 12.04 Some flexibility of daily hours of work may be arranged by mutual consent, in writing, of individual Employees and the Employer.
- 12.05 Each Permanent Full-time and Part-time Employee will be given two (2) consecutive days off each working week.
- 12.06 Employees may exchange shifts amongst themselves provided that they make such a request to their supervisor and the supervisor approves the request prior to the shift change. Shift changes will only be granted under the condition that there will be no increase in the cost to the Board.
- 12.07 Employees are entitled to a total paid break of:
- a) Two fifteen (15) minute paid rest/coffee breaks for shifts seven (7) hours, or more;
  - b) One fifteen (15) minute rest/coffee break for each shift that is less than seven (7) hours;

Employees are entitled to an unpaid break of:

Up to one (1) hour lunch break for any shift longer than five (5) hours. Timing of the break(s) is dependent on the needs of the Library.

- 12.08 An Employee's attendance, where required at a staff meeting, either before or after their shift shall be paid regular pay. If the required meeting is on an Employee's day off, the Employee will be paid at the overtime rate.
- 12.09 No current Employee of the Sundre Municipal Library shall have their hours of work reduced during the life of the Collective Agreement, without the agreement of the Union.
- 12.10 No Employee of the Sundre Municipal Library shall be required to work more than two (2) Saturdays in a one (1) month period (except in months where there are five (5) Saturdays) and will not be required to work two (2) consecutive Saturdays. The Employer may, due to vacations or sick leave schedule Employees to work more than two (2) consecutive Saturdays in a one (1) month period.

#### **ARTICLE 13 – OVERTIME**

- 13.01 Overtime rates shall be paid at the rate of time and one-half (1.5 x) the Employee's regular rate of pay for any work performed beyond eight (8) hours per day and forty (40) hours per week.
- 13.02 An Employee who is called in and required to work outside their regularly scheduled hours shall be paid not less than the equivalent of three hours of work at the minimum wage set in the *Employment Standards Regulation* to which the employee is entitled.
- 13.03 An Employee cannot claim overtime without the prior written approval of the Employer.
- 13.04 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:
- a) Such time off shall be granted based on the overtime rate when banked, times the actual hours worked. The total number of overtime hours banked and taken is not to exceed forty (40) hours (i.e. sixty (60) straight time hours) in any calendar year. Any overtime accumulated prior to December 1 of any year must be

scheduled prior to December 1 and taken prior to December 31 of that year, or shall be paid out.

- b) The time shall be taken at a later date mutually agreeable to the Board and the Employee.

## **ARTICLE 14 – PAID HOLIDAYS**

14.01 The Employer recognizes the following paid General Holidays:

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

and any other day proclaimed as a holiday by Federal, Provincial or Municipal Governments.

14.02 When any of the General Holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at the regular rate taken at a time mutually agreed upon by the Employer and the Employee, or an extra day's pay at the regular rate in lieu.

## **ARTICLE 15 – ANNUAL VACATIONS**

15.01 Annual vacation shall be earned in accordance with the Employee's years of service as set out below. Vacation is usually earned in one year and taken in the next year, but may be taken in the year in which it is earned subject to approval of the Employer. Vacation cannot be carried over from year to year without the prior approval of the Employer.

Vacation credits may be taken as follows:

- a) in one continuous period, or
- b) in separate blocks of not less than five (5) consecutive working days,
- c) single or half days may be taken with prior approval of the Employer.

15.02 Permanent Full-time and Permanent Part-time Employees shall receive an annual vacation with pay in accordance with their years of employment, prorated based on hours worked, as follows:

After completion of one (1) year's service, ten (10) working days paid vacation,  
After completion of four (4) year's service, fifteen (15) working days paid vacation,  
After completion of eight (8) year's service, twenty (20) working days paid vacation,  
After completion of fifteen (15) year's service, twenty-five (25) working days paid vacation.

Permanent Part-time Employees may choose to take a vacation with pay instead of receiving vacation pay on each cheque and must make such selection by January 1 of each year.

15.03 All Employees will arrange vacation in consultation with the Employer in order to ensure continuous coverage of their duties. Once vacations are authorized, they shall not be changed other than in cases of emergency, or by mutual agreement with the Employer.

15.04 Where a Paid Holiday falls during the period of an Employee's annual vacation, the Employee's schedule vacation shall be extended accordingly.

15.05 Vacation entitlement is not earned when an Employee is absent on an approved leave of absence.

- 15.06
- 1) Casual vacation pay will be 4% of regular wages for up to four (4) years of service and 6% during the fifth (5<sup>th</sup>) and subsequent years of service, paid on each paycheque.
  - 2) Temporary and Casual Employees shall receive pay in lieu of annual vacation, calculated on their normal pay, on the following basis:
    - a) 4% during the first through four years of service;
    - b) 6% during the fifth and subsequent years of service.

## **ARTICLE 16 – SICK LEAVE**

16.01 Sick leave benefits are intended solely for the purpose of protecting an Employee from loss of income when the Employee is unable to work due to illness or non-compensable injury.

- 16.02 A permanent Employee shall earn sick leave benefits at the rate of 1.5 working days for each complete month worked, to a maximum entitlement of twenty (20) working days.
- 16.03 An Employee who is unable to work due to illness or non-compensable injury shall be paid sick leave from the Employee's earned entitlements and the remaining sick leave entitlements shall be reduced accordingly.
- 16.04 An Employee may request sick leave entitlements for the purpose of attending medical, dental, or other approved health related appointments.
- 16.05 An absence of three (3) consecutive working days or more will require substantiation by a certificate if requested by the Employer from the Employee's attending medical practitioner. The Employer shall reimburse the cost for this certificate to the Employee.
- 16.06 The Employer (at the Employer's expense) may require that a qualified medical practitioner examine an Employee when it is considered that an Employee is unable to perform her duties due to a disability or illness.
- 16.07 Employees shall have the ability to use up to five (5) working days per year from their sick leave, as per Article 16.02 for personal/wellness days. These requests shall not be unreasonably denied.
- 16.08 Employees who are required to self-isolate in compliance with government mandates are encouraged to work from home where possible. Where working from home is not possible, the Employee may use sick leave.
- 16.09 Employees who are required to self-isolate in compliance with government mandated isolation periods after non-essential international or interprovincial travel are encouraged to work from home where possible. Such requests to work from home shall not be unreasonably denied. Where working from home is not possible, the Employee may not use sick leave, but may use vacation pay or request an unpaid leave of absence.

## **ARTICLE 17 – POLITICAL ACTIVITY & COURT LEAVE**

### **17.01 Political Activity**

An Employee who wishes to run as candidate for public office (municipal, provincially or federally) must take a Leave of Absence without pay commencing on the day after the Writ for the election is issued or the day following the day their candidacy is publicly announced, whichever is later.

An Employee who is elected to public office shall resign effective the last day worked prior to the commencement of Leave of Absence.

Under the various Election Acts, Employees will have the required consecutive hours available to them to vote during the time the polls are open.

17.02 Court Leave

During working hours when Employees are required to serve as jurors or are subpoenaed, as witnesses in any court shall, upon application, be granted Leave of Absence with pay.

Any compensation received by the Employee for jury service (with the exception of travel and food) shall be reassigned to the Employer.

When attending court in an action in which the Employee is a party, the Employee will not receive pay for the absence.

**ARTICLE 18 – BEREAVEMENT AND CRITICAL ILLNESS LEAVE**

18.01 At the time of the death of an Employee's spouse, parent, brother, sister, child, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or legal guardian, or other "family member" as defined in the *Employment Standards Code*, the Employee shall be granted up to seven (7) calendar days with no loss of regular pay. Additional time off without pay may be granted in conjunction with this Leave, upon approval of the Employer. Spouse is defined as current spouse (including common-law spouse and same gender partner).

18.02 When an Employee qualifies for Bereavement Leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

18.03 The Employer may grant Employees time off to attend a funeral as a pallbearer or mourner with or without pay.

18.04 Qualified Employees are entitled to take Long-Term Illness and Injury Leave in accordance with Division 7.5 of the *Employment Standards Code*. The Employee shall first access accrued but unused paid sick days pursuant to Article 16, if any.

18.05 Qualified Employees are entitled to take an unpaid Critical Illness of a Child Leave in accordance with Division 7.4 of the *Employment Standards Code*.

## **ARTICLE 19 – LEAVES OF ABSENCE**

19.01 Qualified Employees shall be entitled to take an unpaid Compassionate Care Leave in accordance with Division 7.2 of the *Employment Standards Code*. During the Leave the Employee will continue to accumulate seniority. On return from Leave, Employees will be placed in their former positions.

19.02 For all leaves of absence other than those expressly listed in this Agreement or the *Employment Standards Code*, the Employer may grant a Leave of Absence without pay, provided satisfactory arrangements can be made for the performance of an Employee's duties. A written request must be presented in advance of the Leave of Absence, except in emergencies. The Employer will determine the length of absence. A Leave of Absence may be granted for any reason including critical illness of someone other than a "family member", extended personal leave, educational leave, for supporting a son or daughter following the birth of a grandchild and other circumstances, which may arise. A Leave of Absence may be granted following the use of accumulated lieu time (in full day blocks) and/or vacation days.

### 19.03 Staff Development

- a) The continued Professional Development of Employees is encouraged by the Sundre Municipal Library Board.
- b) Where training is required by the Employer, the Employer will pay the fees for required course(s). Employees taking formal courses outside of their normal working hours, at the request of the Employer, will be granted lieu time to cover travel time and course attendance. Flexible hours may also be arranged to enable attendance at courses and writing of exams. Employees who do not complete the course are required to pay for the cost of the course. Further, the Employee must provide their written consent so that this amount required to be repaid may be deducted from their normal earnings cheque. The Employer will endeavor to accommodate Employees regarding attendance at the required courses.
- c) Where training is not required by the Employer, and is to the benefit of the Employee, the Sundre Municipal Library may at the Board's

discretion reimburse for a portion of the fees for the course, where the budget permits.

- 19.04 Qualified Employees shall be entitled to unpaid Domestic Violence Leave, Citizenship Ceremony Leave, and Death or Disappearance of a Child Leave in accordance with the *Employment Standards Code*. In the event the leave of absence within this section exceeds ten (10) days, the Employee will cease to accumulate seniority. In all cases within this section, upon return from the Leave, Employees will be placed in their former positions. Upon the request of the Employee, the Employee shall be entitled to use accumulated lieu time (in full day blocks) and/or vacation days to receive pay during the leave.

#### **ARTICLE 20 – PARENTAL LEAVE**

- 20.01 Employees shall be entitled to Maternity/Parental/Adoption Leave in accordance with the Employment Standards Code of Alberta.

#### **ARTICLE 21 – UNION LEAVE OF ABSENCE**

- 21.01 As operations permit, a Union Steward, after notifying their supervisor, shall not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the Employer with respect to Grievance or the operation of this Agreement.
- 21.02 Upon written request from the Union 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 to attend Union Conventions and Conferences. The Employer will pay the Employee during such Leave and the Union will reimburse the Employer for all such pay.

#### **ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

- 22.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached to the Agreement, every second Friday. If such day is a General Holiday, payment shall be made on the last working day prior to the holiday.
- 22.02 The Employer shall choose the benefit provider and Benefit Plan to be provided to Employees. The Employee may opt out of the Benefit Plan. After an Employee commences working for the Employer and who opts out of the Benefit Plan, such Employee may choose to join the Benefit

Plan on January 1 of any year by giving the Employer advance notice, in writing, no later than September 30<sup>th</sup> in the preceding year.

- 22.03 Premiums for the benefits plan for participating Employees will be paid according to the following:
- a. The Employer will pay fifty percent (50%) of Benefit Plan premiums for the first (1<sup>st</sup>) through the third (3<sup>rd</sup>) years of service of an Employee with the Employer and the Employee will pay fifty percent (50%) of the Benefit Plan premiums. Benefit Plan premiums paid by Employees will be deducted from their pay cheques.
  - b. The Employer will pay one-hundred percent (100 %) of Benefit Plan premiums for the fourth (4<sup>th</sup>) and subsequent years of service of the Employee with the Employer.
- 22.04 All Employees (except for Casual Employees) shall have access to a four hundred fifty dollar (\$450.00) per year Health Spending Account.

#### **ARTICLE 23 – PROBATION PERIOD AND PERFORMANCE APPRAISAL**

- 23.01 Newly hired Employees shall be considered to be on probation for a period of six (6) months from the date of hiring. The termination of an Employee during the probationary period is subject to the Grievance procedure up to but not including the Arbitration procedure.
- 23.02 Performance appraisals will be conducted annually with each Employee and shall not be subject to the Grievance procedure unless the appraisal is used for disciplinary purposes.

#### **ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 Changes in Classification

Present classifications (job positions) are those listed in Schedule "A". If a new classification (job position) is to be added, the Employer agrees to negotiate the rates of pay for such classification with the Union.

## **ARTICLE 25 – HEALTH AND SAFETY**

- 25.01 The Union and Employer shall cooperate in the protection of the Employees and Public as outlined in the Alberta Occupational Health and Safety Act.
- 25.02 The Employer agrees to provide and maintain First Aid equipment and provide First Aid training to all Employees.

## **ARTICLE 26 – SUNDAY WORK**

- 26.01 No Employee shall be required to work on a Sunday.

## **ARTICLE 27 – TERM OF AGREEMENT**

- 27.01 This Agreement shall be effective from January 1, 2021 and shall remain in force until December 31, 2024 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 31<sup>st</sup> day of December in any year that it desires its termination or amendment.
- 27.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the term of this Agreement.
- 27.03 Within thirty (30) days of receipt of notice by one party to enter into negotiations, the parties will establish a mutually agreeable date to commence negotiations. The parties will exchange proposals for changes or amendments at the first negotiation meeting.

## **ARTICLE 28 – EMPLOYEES' VEHICLES**

- 28.01 Any Employee who is required to use their own vehicle on Library business shall be paid for the use of such vehicle in accordance with Board Policy Re: Expenses. Prior approval is required for all expenditures that are outside of the normal business operation.

SIGNED ON BEHALF OF THE  
TOWN OF SUNDRE LIBRARY BOARD

AWOLKA

SKANDUSA

\_\_\_\_\_

\_\_\_\_\_

Date: May 19, 2022

SIGNED ON BEHALF OF  
CUPE LOCAL 417

JANIS NIKOLA

SCHER

\_\_\_\_\_

\_\_\_\_\_

Date: 2022-05-26

**SCHEDULE "A" – HOURLY RATES OF PAY**

The Parties agree that the Employees shall receive the following wage adjustments during the term of the Collective agreement:

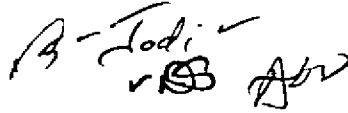
- a) Effective retroactive to January 1, 2021 – One percent (1.0%) adjustment to wage rates for all positions.
- b) Effective retroactive to January 1, 2022 – One percent (1.0%) adjustment to wage rates for all positions.
- c) Effective January 1, 2023 – One and a half percent (1.5%) adjustment to wage rates for all positions.
- d) Effective January 1, 2024 – One and a half percent (1.5%) adjustment to wage rates for all positions.

<b>Assistant #1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>January 1, 2021</b>	19.42	20.01	20.60	21.22	21.86
<b>January 1, 2022</b>	19.62	20.21	20.81	21.43	22.07
<b>January 1, 2023</b>	19.91	20.51	21.12	21.75	22.41
<b>January 1, 2024</b>	20.21	20.82	21.44	22.08	22.74

<b>Assistant #2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>January 1, 2021</b>	18.57	19.13	19.71	20.29	20.91
<b>January 1, 2022</b>	18.76	19.32	19.90	20.49	21.12
<b>January 1, 2023</b>	19.04	19.61	20.20	20.80	21.43
<b>January 1, 2024</b>	19.33	19.90	20.50	21.11	21.75

# LETTER OF UNDERSTANDING

Regarding ~~Jody~~ Jody Janz

Handwritten signatures and initials in black ink, including what appears to be 'A-Jodi', 'v SB', and 'AJW'.

BETWEEN

**THE TOWN OF SUNDRE LIBRARY  
BOARD**

AND

**CUPE** / Canadian Union  
of Public Employees

**LOCAL 417  
SUNDRE LIBRARY WORKERS**

January 1, 2021 to December 31, 2024

THIS LETTER OF UNDERSTANDING (LOU)  
MADE JANUARY 11, 2022.

BETWEEN

THE TOWN OF SUNDRE LIBRARY BOARD  
(hereinafter called the Employer)

- AND -


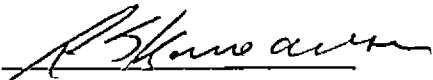
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 417  
SUNDRE LIBRARY WORKERS  
(hereinafter called the Union)

(collectively called the parties)

The parties agree to vary the Collective Agreement as applied to **Jodi Janz** (the Employee) as stated in the Articles of this LOU and appendices.

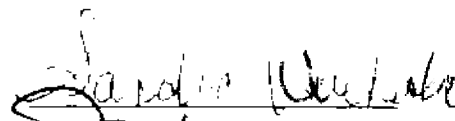

1. This LOU will be effective from January 1, 2021 to December 31, 2024.
2. Where a question is raised regarding the terms and conditions for the Employee, the provisions of the Collective Agreement will prevail where the LOU has not addressed the issues raised.
3. Appendix A provides details regarding the Employee's Hourly Rates of Pay.
4. Appendix B provides details regarding the Employee's Health Spending Account.

SIGNED ON BEHALF OF THE  
TOWN OF SUNDRE LIBRARY BOARD

Date: May 18, 2022

SIGNED ON BEHALF OF  
CUPE LOCAL 417

Date: 2022-05-26

**Appendix "A" – HOURLY RATES OF PAY**

The Parties agree that the Employee shall receive the following wage adjustments during the term of the Collective agreement:

- a) Effective retroactive to January 1, 2021 – One percent (1.0%) adjustment to wage rate.
- b) Effective retroactive to January 1, 2022 – One percent (1.0%) adjustment to wage rate.
- c) Effective January 1, 2023 – One and a half percent (1.5%) adjustment to wage rate.
- d) Effective January 1, 2024 – One and a half percent (1.5%) adjustment to wage rate.

<b>Effective Date</b>	<b>Hourly Rate</b>
<b>January 1, 2021</b>	<b>18.05</b>
<b>January 1, 2022</b>	<b>18.23</b>
<b>January 1, 2023</b>	<b>18.50</b>
<b>January 1, 2024</b>	<b>18.78</b>

**Appendix "B" – Health Spending Account**

The Parties agree that the Employee shall have access to a one hundred thirty-five dollar (\$135.00) per year Health Spending Account.

# LETTER OF UNDERSTANDING

Regarding Sandra Huchala

BETWEEN

**THE TOWN OF SUNDRE LIBRARY  
BOARD**

AND

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

**LOCAL 417  
SUNDRE LIBRARY WORKERS**

January 1, 2021 to December 31, 2024

THIS LETTER OF UNDERSTANDING (LOU)  
MADE JANUARY 11, 2022.

BETWEEN

THE TOWN OF SUNDRE LIBRARY BOARD  
(hereinafter called the Employer)

- AND -

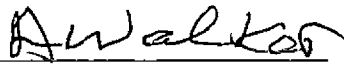
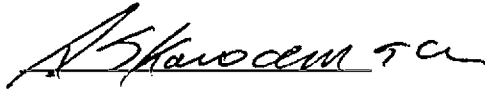
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 417  
SUNDRE LIBRARY WORKERS  
(hereinafter called the Union)

(collectively called the parties)

The parties agree to vary the Collective Agreement as applied to **Sandra Huchala** (the Employee) as stated in the Articles of this LOU and appendices.

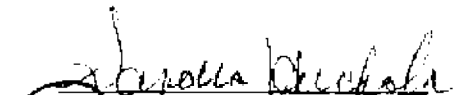
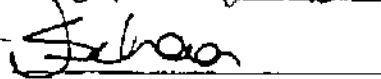
1. This LOU will be effective from January 1, 2021 to December 31, 2024.
2. Where a question is raised regarding the terms and conditions for the Employee, the provisions of the Collective Agreement will prevail where the LOU has not addressed the issues raised.
3. Appendix A provides details regarding the Employee's Hourly Rates of Pay.

SIGNED ON BEHALF OF THE  
TOWN OF SUNDRE LIBRARY BOARD

Date: *May 18, 2022*

SIGNED ON BEHALF OF  
CUPE LOCAL 417

Date: *2022-05-26*

**Appendix "A" – HOURLY RATES OF PAY**

The Parties agree that the Employee shall receive the following wage adjustments during the term of the Collective agreement:

- a) Effective retroactive to January 1, 2021 – One percent (1.0%) adjustment to wage rate.
- b) Effective retroactive to January 1, 2022 – One percent (1.0%) adjustment to wage rate.
- c) Effective January 1, 2023 – One and a half percent (1.5%) adjustment to wage rate.
- d) Effective January 1, 2024 – One and a half percent (1.5%) adjustment to wage rate.

<b>Effective Date</b>	<b>Hourly Rate</b>
<b>January 1, 2021</b>	23.10
<b>January 1, 2022</b>	23.33
<b>January 1, 2023</b>	23.68
<b>January 1, 2024</b>	24.04