

## **Edson and District Public Library Board Policies**

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## **POLICY 1**

### **CONFIDENTIALITY OF USER RECORDS**

The Edson and District Public Library endeavors to maintain the confidentiality of patron records regarding personal information and reading habits. The Library's actions will be regulated by the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act of Alberta 1994 with its subsequent amendments and regulations.

Under Section 32 of the FOIP Act, personal information collected on membership applications and programming registration forms is used to provide patrons with library services at the Edson and District Public Library and at partner libraries in TRAC (Tri-Regional Automation Consortium), Yellowhead Regional Library and The Alberta Library. Information may be shared with these libraries to verify membership and to collect fines or debts owing, to provide information about library services and for statistical purposes.

For the purpose of the Freedom of Information and Protection of Privacy Act (FOIP), the Town Manager of the Town of Edson is designated as the head of the Edson and District Public Library Board. When administering the FOIP Act, the Town Manager will follow the procedure and fee schedule outlined in The Town of Edson Bylaw No. 1888.

## **POLICY 2**

### **EDSON LIBRARY BOARD AND CONTINUING EDUCATION OF BOARD MEMBERS AND STAFF**

#### **A. LIBRARY BOARD**

New Board members are appointed by the Town Council of Edson in accordance with Town of Edson by-law #1879 (attached).

The current Board recommends to the Town Council names of potential new Board members. The Board takes in to consideration whether the individual is a user and an advocate of the Library, a representative of the community, in agreement with the philosophy and objectives of the Library, has time to give to the Library, and is willing to raise awareness of modern library services. A person is ineligible to be a member of the Board if they have a family member employed by the library. Family members include (but are not limited to) parent, wife, husband, common law spouse, brother, sister, child, stepchild, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, guardian, foster child, aunt, uncle, cousin, niece and nephew.

The Board shall operate within the provisions of the Alberta Libraries Act and Regulation (current editions, attached).

#### **1. BOARD FUNCTIONS**

- **Policy Making**

The Board is responsible for the development and adoption of by-laws and policies as guides for administrative action.

- **Program Planning**

The Board, in consultation with the Librarian, is responsible for setting long and short term goals in order to implement stated objectives and to develop and enhance the programs and services offered by the Library.

- **Obtaining and Directing of Financial Resources**

The Board shall apply for all appropriate and applicable grants available from sources providing funds for the operation of libraries.

- **Evaluation**

The Board is responsible for evaluating the effectiveness of its policies and their implementation, and for up-dating goals and objectives on an ongoing basis.

- **Public Relations**

The Board, in cooperation with the Librarian and Library staff, monitors the community's needs with respect to the library and its services, and helps to ensure these needs are met. The Board also helps to promote the library and its services to the community.

- **Ethics**

Board members shall maintain the highest ethical standards in Board dealings. This shall include such matters as confidentiality of privileged information, unbiased representation of the entire community and fair, unprejudiced consideration of controversial issues.

- **Orientation**

New Board members shall receive an orientation package.

- **Liability**

Board members are exempted from personal liability when conducting Board business, providing that their acts are not illegal (Alberta Interpretation Act, attached).

- **Recognition of Service**

Members leaving the Board will be recognized for their services.

- **Honoraria**

Board members shall receive no honorarium for sitting on the Board. A Board member may claim reimbursement for expenses incurred in the performance of his/her duties as follows:

- Board members will be reimbursed for mileage, meals, and lodging while on Board business, if such business has been authorized by motion of the Board
- Board members may be reimbursed for out-of-pocket expenses incurred on Board business.
- Receipts are required for all expenses except mileage claimed. Mileage will be paid at the current rate of the Town of Edson.
- Authorized Board expenses will be paid only if such expenses and receipts are received no later than one month after the expenses were incurred.
- Meal expenses will be paid as receipted, and not to exceed the rates established by the Town of Edson.

- **Development of Policies and By-laws**

The Board shall develop policies and by-laws relating to the Library. The development, adoption and implementation of such policies and by-laws shall be in accordance with the Alberta Libraries Act and Regulation (current editions).

Policies and by-laws developed by the Library Board shall be presented to Town Council for ratification and shared with Yellowhead County Library Board, Yellowhead Regional Library, and Alberta Municipal Affairs Libraries Branch.

- **Policies**

A policy proposal must be presented to the Board by a Board member in the form of a motion. If the motion is carried, the proposal becomes policy.

During the initial compilation of the Policy Handbook, printed copies of whole sections may be presented to members of the Board before a regular meeting. It may be discussed at the meeting and should be passed en bloc, if a motion to that effect is accepted by the members of the Board.

Thereafter policies shall be individually considered for addition to the handbook, or for amendment or deletion.

- **By-laws**

A by-law proposal must be presented to the Board by a Board member in the form of a motion. Three readings are required for passage of a by-law. All three readings may occur at the same meeting but unanimous consent is required to proceed with the third and final reading.

Members of the public shall have access to this material upon request.

- **Review and Revision**

Board policies and by-laws should be reviewed on an on-going basis and revised when necessary to ensure their continued relevance and effectiveness.

- **Administration in Absence of Policy**

In the absence of policy, the Board authorizes the Librarian who may consult with members of the Library Board or the Town Manager to act. The action will be reported to and revised by the Board if it comes under the jurisdiction of the Board.

- **Terms and Vacancies**

*In accordance with the Town of Edson Bylaw No. 18.79, the Library Board shall consist of not fewer than five and not more than 10 members of which at least one must be a member of the Town Council and no more than three (3) members may be residents of Yellowhead County.*

The Librarian shall serve as an ex-officio member and shall be expected to attend all meetings of the Board and may attend and assist at special or subcommittee meetings as required. The Librarian does not have voting privileges.

The terms of a Board member shall normally begin in October and extend for a period of three years. An exception to this occurs when a member is appointed by Council to complete the term of a member who leaves the Board before his term expires.

Members completing their first term of office shall be eligible for reappointment for another consecutive term to the Library Board. Members after three consecutive terms must vacate the position for a period of not less than one year before becoming eligible for re-appointment to the Library Board.

If a member wishes to serve an additional term and the Library Board is in agreement, a recommendation must be made to the Town of Edson Council. As per Town of Edson Bylaw 1879, for the member to be reappointed, 2/3 of the Town Council must vote to pass a resolution stating that he or she may be reappointed for an additional term or terms.

In the event of a vacancy occurring on the Library Board, the member appointed to fill such a vacancy shall hold office for the balance of the term.

Vacancies on the Library Board shall be advertised each September unless the membership falls to five. Applications shall be received by the Town of Edson who will forward copies to the Library Board.



Any member of the Board who is absent from three consecutive regular meetings of the Library Board shall (unless such absence be caused through illness or be authorized by resolution of the Library Board) forfeit the office and another member shall be appointed for the remainder of the term.

## **2. BOARD JOB DESCRIPTIONS**

The executive officers of the Board shall consist of the chairperson, and vice-chairperson.

- **Chairperson**

- Calls the meeting to order and ensures it proceeds in an orderly manner according to the agenda and rules of meeting procedures. All members shall address their comments through the chair.
- Leads discussions, put motions and amendments to the vote and declares results. Chairperson may enter into discussions without vacating chair.
- Ensures that proper minutes and records are kept and signs adopted minutes.
- Ensures that all points of view are given a fair hearing and that items of business are adequately discussed before a final decision is made.
- Has the right to vote on all motions before the Board, but if the chairperson's vote results in a tie vote the motion shall be considered defeated.
- May call a special meeting of the Board provided that all members have been given notice at least 48 hours in advance. The meeting may be held with less than 48 hours notice with the consent of a 2/3 majority of the Board.
- Has the authority to expel from Board meetings any person guilty of improper or disorderly conduct.
- Should confer with other executive officers on agenda items and should be thoroughly familiar with any items brought before the Board.
- Serves as an ex-officio member on all committees and acts as a liaison officer in coordinating committee work.

- **Vice-chairperson**

- Acts as chairperson in the absence of the chairperson or when delegated by the chairperson.

- Ensures that all necessary reports and documentation are filed with the authorities as required under the Act.
  - In the event that the position of chairperson becomes vacant, the vice chairperson becomes acting chairperson and assumes all authority and responsibilities of the position of chairperson until a new chairperson is elected or appointed.
- Assumes other related duties as assigned by the chairperson or the Board.
- **Secretary**
  - A secretary of the Board shall be appointed by the Board and take minutes of the meetings, deal with correspondence, and any other related duties.
- **Committee Duties and Responsibilities**

The Board may appoint special committees on either a standing or an ad hoc basis whenever it requires in-depth research, deliberations or recommendations on any matter. Committee meetings shall be held as required. The chairperson shall always be notified of a committee meeting, be invited to attend, and be informed of any written or oral communications that result from the meeting.

### **3. BOARD MEETINGS**

- **Regular Meetings**

Regular meetings of the Board shall take place on the third Wednesday of the month.

- **Special Meetings**

Special meetings shall be held at the call of the Chair.

- **Committee Meetings**

Committee meetings shall be held as required.

- **Annual General Meeting**

The Board shall hold its annual general meeting in March of each year for the purpose of:

- election of officers for the year
- appointment of committees
- establishment of dates of meetings throughout the year
- dates of meetings shall be posted within the library
- there shall be at least three regular meetings scheduled yearly

- **Notification of Members**

Each member of the Board shall be supplied with a Board information package prepared by the recording secretary in consultation with the Librarian at least five days prior to the regular Board meeting. The package shall contain an agenda, minutes of the previous meeting, reports, and any other pertinent information required for consideration by the Board. Each member of the Board shall be notified by phone, fax or email of the board meeting by the Librarian or designate at least five days prior to the regular meeting.

- **Agenda Format**

The format of the agenda shall be the one used by all Board meetings under the jurisdiction of the Town of Edson.

- **Quorum**

A quorum of the Board shall consist of five Board members.

- **Rules of Order**

Meetings shall be conducted in accordance with accepted parliamentary procedure (Robert's Rules of Order).

- **Voting**

Voting shall normally be conducted by a show of hands. Secret ballots may be used at the Board's discretion.

- **Minutes**

Upon adoption of the minutes, the Chairperson shall sign them, and they shall be placed in the official minute's book and posted in the Library Staff Room.

- **Public Participation**

- Persons wishing to make a submission to the Board must make a written submission to the Librarian at least one week in advance of the meeting.
- Regular meetings are open to the public.
- Delegations presenting submissions to the Board shall give written notice to the Librarian one week prior to the regularly scheduled meeting.
- Items will be placed on the agenda at the discretion of the Chair.

### **3. CONTINUING EDUCATION OF BOARD MEMBERS AND STAFF**

The Board encourages its members as well as staff members to attend Library related conferences and workshops as the Library Budget allows. These types of activities are in the category of non-credit programs. Policies related to credit programming are included in the Staff Professional Development section.

Board members and staff will be reimbursed for expenses incurred while conducting Library business for: travel, meals, accommodation, etc. Expense claim forms are available from the Librarian. Completed expense claim forms should be submitted to the Librarian for reimbursement.

Mileage will be paid to Board members and staff on Library business at the current rate of the Town of Edson and calculated according to the mileage chart (attached).

### **Staff Professional Development**

The board believes that staff should continually grow in their ability to provide competent and up to date service in their area of employment. The board recognized the importance of supporting staff in their desire to upgrade their competencies and qualifications. Therefore the Board will provide the following financial support to staff.

The board will set aside funding to a maximum of \$5000.00 in the annual budget to support staff taking credit courses in library science or other job related subjects. This fund is to support staff professional development in addition to their attendance at events, conferences or workshops designated by the Board and/or the Head Librarian.

All permanent employees, full or part time, may benefit from this financial support.

Employees wishing to access funds must apply for funding prior to enrolment in a course in library science or another job related subject.

The approved course will be paid for once the course is successfully completed by the employee. The receipt must be submitted in the calendar year the course has taken place.

The Head Librarian will approve submissions for courses from employees under this policy.

The Board will approve submissions for courses from the Head Librarian under this policy.

### **Board members and staff**

## **Criminal and Child Safety Checks**

All Board members must have a Criminal Record and Children's Services check done and submitted to the current Board. Both record checks must be submitted at the beginning of each Board term. The cost of these checks will be paid by the Edson and District Public Library. If something does appear on one of the Board member's records, that member will be asked to resign.

## **POLICY 3**

### **FINANCE**

The Board shall establish budget and financial systems.

- **Budget**

The Board shall develop an annual budget based on the Fiscal Year (January 1 - December 31)

- The Annual Budget shall be based on the Plan of Action developed and adopted by the Board.
- The Finance Committee shall draft an annual budget proposal for Board approval on or before August 15th each year.
- The Librarian shall be authorized to spend up to the budgeted amount for purchasing library resources.

- **Cheques**

The Chairperson, Vice-Chairperson, Secretary, Treasurer, and Librarian shall be the signing officers of the Board with any two signatures necessary on cheques.

- **Quotes for Purchases**

The Edson and District Public Library will send out a minimum of three (3) Requests for Quotes on selected items and services needed for the Library. These shall be sealed quotes and will be opened in the presence of a Board member and the Librarian. This procedure will be required for all purchases of \$1,000.00 or more that can be purchased from non-specialized suppliers. The Requests for Quotes must go out to local businesses first. If local businesses cannot supply the item or service at a reasonable cost, then the Requests for Quotes can go out beyond the local business area.

- **Purchase of Capital Items**

The Librarian may spend up to \$5,000.00 per year from the Capital Expenditures Reserve GICs for equipment purchases.

- **Disposal of Capital Items**

When the Librarian determines that a capital item (equipment or furniture) is no longer useful and must be replaced, he/she can offer the item to any local charity or non-profit organization. If there are no organizations that are interested, the equipment can be offered for sale to the public at a reasonable price. If, after 2 weeks, the item has not been sold, the Librarian will have it disposed of at the Recycling Depot.

- **Audit**

The Board shall appoint an accountant to complete an audit of the financial records of the Library on an annual basis. A request for quotes for financial auditing services will be initiated every 3 years to all qualified accounting firms in Edson and area.

## **Capital Assets**

- Capital assets are assets that are held for the provision of future services on a continuing basis and are not intended for sale. The management of these assets involves a listing of items that must be reviewed at least annually.
- In order to be capitalized for accounting, the capital asset must cost at least \$500.
- In some instances, for example the book collection, capital assets must be set up as a group. The value of the group must be worth at least \$500 to be capitalized for accounting purposes.

- **Town of Edson**

The Board shall adhere to the Letter of Understanding made between the Municipality of Edson and the Edson and District Public Library Board effective December 11, 2007 (attached).

- **Fundraising**

The Board may raise funds for the library, alone or in conjunction with the Friends of the Edson and District Public Library Society (see below).

- **Gifts and Donations**

Gifts or donations of money shall be allocated to purchase items for the Library at the discretion of the Board, unless otherwise specified. Gifts/donations of money and memorial donations shall be acknowledged through the Lois Hole Library Legacy Program. A book acknowledging donations shall be kept at the library. Gifts of money for the extension of library facilities, real estate property, or stock will be accepted only if they comply with the Town of Edson and Province of Alberta codes governing such gifts.

- **Annual Report**

The Librarian shall prepare, as soon after the fiscal year-end as practicable, a report of library operations for the previous year and will include goals and objectives for the upcoming months. This report shall be made available to the general public.



## **FRIENDS OF THE EDSON AND DISTRICT PUBLIC LIBRARY SOCIETY**

The Friends of the Edson and District Public Library Society (Friends Group) is an important fundraising and advocacy group which helps to support the operation of the Library. The Library Board will have representation in the Friends Group so the connection between the two organizations is ensured.

### **POLICY 4**

#### **PERSONNEL**

##### Conditions of Employment and Salary Structure

- **C.U.P.E Collective agreement**

Conditions of employment and salary structure are regulated by the current Collective Agreement between the employees' bargaining unit C.U.P.E. 2838 and the Edson and District Public Library Board (attached) and Alberta Labour Standards. The Librarian's conditions of employment and salary structure are listed in the Librarian's current employment contract. A conflict resolution procedure is attached.

- **Hiring**

The Board shall advertise vacancies in the local newspapers. An interview to select a suitable candidate shall be conducted by the Librarian in consultation with the personnel committee.

1. Under no circumstances will the Librarian hire an immediate family member of an existing Library staff person.

2. The Librarian will not hire a person who has a family member on the Library Board. Family members include (but are not limited to) parent, wife, husband, common law spouse, brother, sister, child, stepchild, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, guardian, foster child, aunt, uncle, cousin, niece and nephew.
3. Only full time employees who have successfully passed probation are eligible to be included in the Local Authorities Pension Plan (LAPP).
4. The Acting Head Librarian will be appointed by the Edson and District Library Board on the recommendation of the Management/Personnel Committee. This will occur in a situation in which the Head Librarian has resigned and before the new Librarian has been hired or when the Head Librarian is not able to perform his or her duties for a **period of one month or more**.

The Library Board Chairperson, in consultation with the Library Board, will outline duties and a financial expenditure protocol with the Acting Head Librarian prior to the commencement of his or her position. These duties and responsibilities will be an abbreviated version of the Head Librarian Duties and Responsibilities.

During this period of time, the library will maintain a status quo as far as programming and organization of the library, including the layout of the library.

The Acting Head Librarian will liaise closely with the Library Board Chairperson during the during of the interim position. Any emergent issues will be dealt with by the Library Board Chairperson in consultation with the Edson and District Library Board. [January 21, 2015]

- **Staff Ethics, Confidentiality, and Public Relations**

The role of the staff (including volunteers and trainees) shall be that of a resource person, aide, and guide to the patron. Members of the public shall be treated in a friendly manner, always shown courtesy, consideration, and patience.

Confidentiality of patron records and reading habits is essential as per FOIP legislation.

- **Harassment**

The Board, in cooperation with the Union, is committed to a healthy harassment-free workplace. The Library Board acknowledges that Alberta Human Rights Laws prohibit harassment in the workplace.

- **Orientation**

New library staff (and volunteers) shall receive adequate orientation to the library. After one month of successful employment a new employee shall receive keys to the library, if deemed appropriate by the Librarian.

- Job descriptions
- Grievance Procedure (attached).

Addition to Policy 4 – Personnel

### **Criminal and Child Safety Checks**

All Library staff and volunteers (over the age of 17) must submit a Criminal Record and Children's Services check before being accepted for a position at the Library. The checks must be re-submitted every three years. If something does appear on one of the staff member's records, the Board should be notified immediately. The Board will determine if the infraction will affect the individual's ability to remain employed with the Library or not.

### **Refusal to Obtain/Provide Details:**

The library cannot offer employment to a prospective employee if he/she refuses to obtain a Criminal Records Check or if he/she refuses to share any information found by the RCMP in this process.

## **POLICY 5**

### **LIBRARY RESOURCES**

Arbitrary Material Selection Policy

As a community tax-supported institution, the Library is devoted to fully serving all segments of the community. As a community resource it serves social, cultural, recreational and educational purposes.

- **Consideration in Collection Building**

- Source materials and thoughtful documentation of facts, which illuminate the past.

- Contemporary materials representing various points of view, which are of current interest, and possible future significance, including materials which reflect current conditions, trends and controversies.
- Materials which increase the individual's ability to function effectively as a productive member of society, or stimulate the imagination, or increase the individual's potential for creativity.
- Materials including the experimental or controversial which extend the individual's capacity to understand the world.
- Materials which entertain and which enhance the individual's enjoyment of life.

- **Responsibility for Selection**

The legal responsibility for material selection rests with the Board. However, because of training and expertise the Board delegates the responsibility for making final recommendations for purchase to the Librarian. Library staff and patrons may assist in the selection process but final approval for acquisitions rests with the Librarian. Duplicate copies of high demand items may be purchased, again at the discretion of the Librarian.

- **Use of Selection Tools**

- Professional selection tools providing reviews of materials will be used as much as possible, i.e. Books in Canada, Quill & Quire, etc.
- Reviews in current periodicals, i.e. MacLean's, Time, newspapers, etc.
- Bibliographies and subject specific periodical reviews may be consulted.
- Publisher's catalogues will be used to supplement the above.

- **Criteria for Selection**

- General Criteria:
  1. Suitability of physical form for library use
  2. Suitability of subject and style for intended audience
  3. Present and potential relevance to community needs and interests
  4. Appropriateness and effectiveness of medium to content
  5. Insight into human and social conditions
  6. Importance as a document of the times

7. Relationship to existing collection and other material on the subject
  8. Reputation and/or significance of the author
  9. Skill, competence and purpose of the author
  10. Recommendation or notation by critics, reviewers or public
  11. Budgetary and space priorities
  12. Representation of challenging, though extreme or minority, point of view
- Specific Criteria:
    1. Authorship
    2. Comprehensiveness and depth of treatment
    3. Objectivity
    4. Clarity, accuracy and logic of presentation
    5. Representation of important movement, genre trend, or national culture
    6. Artistic presentation and experimentation
    7. Sustained interest
    8. Effective characterization
    9. Authenticity of historical or social facts and settings.
  - Textbooks:  
The Library shall endeavor to enrich the school curriculum.
  - Controversial Materials:
    1. The Library will attempt to make available the widest diversity of views and expressions including those which may be viewed as unorthodox, or be unpopular with the majority.
    2. Works are selected on the basis of their content without regard to the personal history or race, nationality or political or religious views of the author.
    3. The Library does not advocate any of the ideas or opinions found in its collection.
    4. The Library recognizes that many books are controversial and that any given item may offend some patrons. The ultimate responsibility for the choice of materials lies with the patron. Responsibility for children's reading rests with the parent or legal guardian.

- **Censorship**

The Board does not interpret its function or that of its administrator to be the supervision of public morals. The Library believes in the freedom of the individual, and the right and obligation of parents to develop, interpret and enforce their own code of acceptable conduct upon their own household. The Board fully endorses the Canadian Library Association's (CLA) Statement of Intellectual Freedom (attached).

- **Procedure for Handling Challenged Materials**

Residents of Edson and the immediately surrounding District have the right to question materials that have been chosen for the Library. Formal complaints must be submitted in writing to the Librarian on the proper form (attached).

- Resident's request for reconsideration of a book
  1. Information must be provided as to author, title, publisher and reason for criticism, giving specific references to those aspects or sections of the book to which there is an objection. The statement must be signed and the complainant clearly identified so that a reply may be given. A ruling will not be made immediately upon receipt of a complaint.
  2. A committee, consisting of at least three members of the Board, shall review the questioned material in light of the objection.
  3. The report of the committee shall be addressed at the next Library Board regular meeting, where the Board shall make a decision.
  4. The decision of the Library Board shall be forwarded to the complainant as soon as possible.
  5. The material in question shall remain in the Library collection unless the final decision of the Library Board decrees that it shall be removed.

- **Gifts and Donations of Materials**

- Gifts/donations of books and materials become the property of the Edson and District Public Library. They will be evaluated using the Selection Policy and treated the same as all acquisitions.
- Gifts/donations of books and materials may be used or disposed of at the discretion of the Librarian.
- The library shall not accept materials that are not outright gifts.

- **Weeding**

The Librarian may remove items which cease to meet the selection guidelines from the collection. The Librarian will attempt to speak to the donor first if the item was a donation.

- Guidelines for weeding:
  1. Physical condition - shabby appearance.
  2. Subject matter – no longer accurate; theme or style are outdated; superseded edition; duplication in little used areas.

3. Usage – items which have not circulated five times in the past five years, allowing for classics and award-winning items; items for which no future need is seen (ephemera).
  4. Age-encyclopedias after seven years, non-indexed periodicals after one year.
- Disposal of Weeded Items:
    1. Exchanged with, or donated to another library, institution, school or organization
    2. Clipped for the vertical file
    3. Sold to the public or destroyed

## **POLICY 6**

### **RESOURCE SHARING (INTER-LIBRARY LOANS)**

- **Provision for Resource Sharing**

The Board recognizes that no single library can meet all demands of the community. The library exists in a community where reciprocal relationships benefit both parties so the Edson and District Public Library shall make available its resources of materials and expertise to other libraries.

- **Limits on Borrowing**

If a patron repeatedly requests an excessive number of inter-library loans, he/she may be asked to limit requests to ten items a week.

- **Provision for Refusal**

If a patron repeatedly fails to pick up his inter-library loans, he/she may be asked to cease ordering items.

- **Contacting Patrons**

Inter-library loan requests may be placed in writing or by computer. When materials arrive, the patron will be phoned or emailed the same day. If the material is not picked up after two weeks, it may be returned.

## **POLICY 7**

### **LIBRARY RESOURCES FOR PEOPLE UNABLE TO USE CONVENTIONAL SERVICES**

The Board recognizes the right of people with perceptual disabilities to have access to library and information services. 'Perceptual disability' means an inability to read a literary work in its original format. It includes disability resulting from impairment of sight, inability to focus, inability to hold or manipulate a book, or impairment of comprehension.

The library will maintain a rotating collection of DAISY (Digitally Accessible Information System) books from the Visunet Services Branch of the Canadian National Institute for



the Blind (CNIB). Anyone who is print disabled because of a perceptual difficulty is qualified to use the CNIB collection.

The library will also maintain a collection of its own DAISY books, which will be available to all qualified patrons.

## **POLICY 8**

### **TERMS AND CONDITIONS UNDER WHICH LIBRARY RESOURCES ARE LOANED AND USED**

- **Borrowing with The Alberta Library (TAL) card**
  - Acceptable ID for the TAL card borrowers would be the TAL card itself
  - Loan period for TAL borrowers is three weeks
  - Restriction/limitations on library use for TAL borrowers
    1. 5 items per TAL card
    2. No audiovisual material or magazines
    3. No archival or special collections material
    4. Borrowing privileges will be suspended if there are unpaid fines
  - Renewals are not permitted with the TAL card
  - Returns can be made to any public library in Alberta.

- TAL card borrowers will be reminded of overdue materials by email/mail to themselves and/or their home library.
- An item is considered to be lost two weeks after the due date. Bills are due two weeks after an items' due date. Failure to pay will result in a suspension of borrowing privileges.
- Payments should be made to

Edson and District Public Library  
4726 – 8<sup>th</sup> Avenue  
Edson, AB T7E 1S8

- **Borrowing with an Edson and District Public Library (or other library's) TRAC card**

- Returns can be made to any public library in Alberta.
- An item is considered to be lost two weeks after the due date. Bills are due two weeks after an items' due date. Failure to pay will result in a suspension of borrowing privileges.
- Payments should be made to:

Edson and District Public Library  
4726 – 8<sup>th</sup> Avenue  
Edson, AB T7E 1S8

- **Public Faxing**

The fax machine is for staff and public use.

- Library staff shall operate the fax machine
- Fax documentation can be sent and /or received
- Patrons will be charged a fee to reflect current rates

- **Computers and Internet**

The Edson and District Public Library provides free access to electronic information, to serve the needs of the community. The free access is provided over public access computers and patron or Library-owned laptops or notebooks using a landline or wireless internet signal. The internet enables the Library to provide information beyond the limits of its own collection. It is however an unregulated medium and there is little control over its users or content. The internet provides many resources

for different age level and reflects various points of view. Patrons should be aware that the information might not be accurate, complete, or age-appropriate. The Edson Library Board expects users to be sensitive to responsible use of technology in a public place.

- **Access Policy for Computer Use**

- The Edson Library Board will provide unfiltered internet access to all library patrons. A membership is not required.
- The Library does not take responsibility for the accuracy, timeliness or appropriateness of information accessed on the internet. Parents, legal guardians or caregivers are responsible for monitoring their children's internet use.
- Portable storage devices such as flash memory drives are permitted. Saving to the hard drives on the Library computers is prohibited.
- The Library internet stations may not be used for
  1. For illegal activity, to access illegal materials, or to access obscene material
  2. To access materials which violate any Canadian federal, provincial, or local law
  3. To access defamatory or discriminatory materials or to display overt sexual images
  4. To send fraudulent, harassing or obscene email messages.
  5. For assuming the identity of another person or for activities that present health or security risks
  6. To seek information on, obtain copies of, or modify files, data or passwords that belong to others
  7. To compromise the safety and security of minors through email, chat rooms or other forms of communication

- **Physical Access**

- Users must have basic computer knowledge such as mousing and keyboarding skills. Library staff will assist patrons with internet use as time permits, but are unable to offer extensive personal instruction. Classes on internet use may be offered by the Library from time to time.
- On the computers there is a time limit of one hour per day; less during peak hours.

- **Wireless Access**

Free wireless internet access is available. The wireless network is compatible with 802.11b or 802.11g standard and uses WPA encryption. However, when using any wireless connection it is possible that information sent to and from your notebook/laptop computer or other wireless device may be captured by a third party with their own wireless devices and software unbeknownst to staff. The Library assumes no responsibility for the actions of third parties who may attempt this.

If you are not sure if your notebook/laptop computer or other device has wireless functionality, please check with the manufacturer or supplier of your equipment. The Library assumes no responsibility for the safety of equipment or for notebook/laptop computer or other wireless device configurations, security, or data files resulting from a wireless internet connection at the Edson and District Public Library.

- **Wireless Connectivity**

An encrypted access key must be obtained from staff to access the wireless network. Encrypted keys are changed on a regular basis to maintain adequate levels of security. Library staff is not able to provide technical assistance. By choosing to use the wireless service or public access computers, you agree to abide by the Edson and District Public Library Internet Policy. Failure to follow policy will result in the loss of privileges.

- **Internet Consent and Waiver Form**

A consent and waiver form (to cover internet use by minors, follows in the Addendum to Policy 8,

### **Addendum to Policy 8**

#### **INTERNET CONSENT AND WAIVER FOR LIBRARY COMPUTERS & PATRONS OWNED LAPTOPS OR NOTEBOOKS USING WIRELESS OR LANDLINE INTERNET**

Sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate or offensive to some people. Parents or guardians of minors (under 18 years) are responsible for setting and conveying the standards that their child should follow.

Parents of children (under **10** years) are responsible for monitoring their children's use of the internet. Parents of children of any age must supervise usage when requested by the Library staff.

## Requirements for Internet Use

- 1.) Internet users must read and sign an 'Acceptable Use Policy', which will be kept on file at the Library.
- 2.) Internet users under the age of 18 must have the 'Acceptable Use Policy' signed by a parent or guardian. (Note: a follow-up call will be made by staff to verify the parents'/guardians' acceptance of responsibility).
- 3.) A parent or guardian must accompany Internet users under the age of **10** during the entire session.
- 4.) Internet users must sign in and out at the front desk.

## Code of Conduct

The Edson and District Public Library does not allow:

- Use of the Internet for any illegal activity, posting anonymous messages or spreading viruses;
- Degrading, disrupting or vandalizing the equipment, data or system;
- Initiating procedures such as printing or downloading to floppy that require staff assistance and additional costs.

Users of EDPL internet stations must specifically agree not to publish or display on the screens any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive or illegal material. All computer equipment and systems are the property of Edson and District Public Library. Users must not have any expectation of privacy when using Library computer equipment. The use of the Internet is a privilege not a right at EDPL. Usage may be revoked at any time.

## Disclaimer

Use of any information obtained via the internet is at your own risk. EDPL denies any responsibility for the accuracy or quality of the information thereby obtained.

## Declaration of Understanding and Adherence



- Membership shall be by payment of an annual fee entitling the member to the full range of library services.
  - The Board in recognition of service to the Library and/or community may bestow honorary memberships.
  - Library staff will provide guidance and assistance to patrons to enable them to find the information and books they seek.
  - The library endeavors to secure information beyond its own resources by borrowing materials which it does not own, or which are out of print, or for which demand does not justify purchase. The library will, in return, lend materials to other libraries on request.
- **Programs**
    - Programs of a general interest and/or educational nature shall be offered to the public according to perceived or expressed need or interest. Care will be taken to ensure that such programs will not duplicate services offered by other agencies in the community.
    - The ultimate (though not sole) aim of programming will be to attract people of all ages and diverse interests to the library and to make them aware of the materials and services available therein.

## **POLICY 10**

### **TERMS & CONDITIONS OF USE OF THE LIBRARY BUILDING**

- **Physical and Aesthetic Requirements**

To achieve the goal of good library service, the Board recognizes the need for physical facilities which are compatible with modern library services. The building should offer the community a compelling invitation to enter, read, look, listen, and learn.

The overall appearance of the Library exterior and interior must be appealing in order to produce a pleasurable experience while visiting the library.

Utmost consideration must be given to handicapped patrons regarding easy accessibility to the entranceway and washroom facilities.

- **Maintenance**

The responsibilities for the building are divided between the Town of Edson and the Edson and District Public Library Board and are outlined in the Letter of Understanding dated June 1, 2007 (attached).

- **Art Clubs**

The Library shall abide by the subleases existing between the Library and the Edson Creative Arts Society and between the Library and the Edson Craft Centre (attached).

- **Community Use Room**

- The Community Use room will usually be available to groups during normal library hours. If required after normal hours, a member of the Library staff shall be on the premises, with the cost of the staff member being paid for by the group using the room.
- The Community Use room will be available on an occasional, rather than regular basis.
- Bookings must be made through the Librarian or designated staff member. Bookings for use by public groups should be made at least one week in advance.
- Groups using the Community Use Room are responsible for setting it up as required and returning the room to its original condition.
- Library and school programs shall have priority over community organization bookings, if requests are submitted simultaneously. If a group booking has already been accepted, the booking will not be cancelled in order to fulfill a later request from a school.

- **Displays**

Displays by organizations or individuals may be exhibited in the foyer or wall display area. Arrangements for the display must be made with the Librarian.



Library staff will provide reasonable supervision for displays or exhibits while in the library. The owner or sponsor will accept responsibility for the materials during this time. Promotion of the display is the responsibility of the owner.

- **Bulletin Board**

The public bulletin board is to be used for public service announcements of events of interest to the community. Such use shall be at the discretion of the Librarian and the library staff.

## **POLICY 11**

### **LIBRARY PROMOTION**

- **Public Relations**

The Board recognizes the importance of a positive and vibrant Library image and is committed to presenting this image to the public. The Board realizes that the Library must package and sell its services and materials to the public in order to achieve maximum usage.

The Board recognizes that public relations involve every person who has any connection with the Library. The Board urges its members and staff to realize that he or she represent the Library in every public context.

- The aims of the Public Relations program are:

1. To make civic leaders and the general public aware of the Library's objectives and services and to promote understanding of these goals and services.
2. To encourage active participation by people of all ages in the programs and services of the Library.
3. To invite the input from members of the community at large concerning evaluation of and planning for existing and potential programs and services

The Board Chairperson serves as the spokesperson to the media when special, difficult, highly-charged or controversial issues arise. Board members should not speak on behalf of the Board or the Library before a Board position is determined.

## **POLICY 12**

### **RISK MANAGEMENT**

The Board holds the safety, welfare, and health of the public, employees and volunteers as a high priority in all its operations. It is the objective of the organization to establish and maintain a risk management program that will achieve the following:

- Preserve and protect the health and safety of employees, volunteers, beneficiaries, and the general public.
- Maintain the continuity of the mission of the organization
- Preserve and maintain the property of the organization

The risk management policy is an intrinsic part of the organization's management policy and will govern judgment on matters of operations, personnel and programs. It is the responsibility of all employees and volunteers to uphold this policy.

- **Risk Assessment**

- Twice yearly, the Building Committee of the Edson and District Public Library Board shall conduct a risk assessment of the building with staff participation
- The Building Committee shall look for possible hazards in the building itself and the adjacent lands, and in the materials and equipment used in the Library
- Identified risks shall be documented on the Edson and District Public Library Hazard Assessment form (attached)
- Such identified hazards shall be ranked from most dangerous to least dangerous
- Identified hazards shall be reported to Town of Edson and remedied as soon as possible, starting with those that may cause immediate damage

### **POLICY 13**

#### **ARCHIVES**

As of March 2015, the Archives have been relocated to the Edson and District Museum. Any donations of materials should be forwarded to that facility.

### **POLICY 14**

Public Network Policy

Statement of Purpose

Public libraries provide citizens with educational, cultural and recreational opportunities. Libraries have diverse resources and abilities and no single library can provide services as effectively as all libraries in partnership. Public libraries are most effective when they share expertise and capacity and cooperate with each other in a network.

In Alberta a public library network links libraries and enables sharing. Network components include policies, agreements, technology and support. The network helps meet Ministry goals related to communities as defined in the Ministry's official plans.

### Policy

The Government of Alberta has established and sustains a network known as the Public Library Network that connect Alberta's public libraries to enable access to public library resources and services for Albertans. The network is coordinated and supported by Alberta Municipal Affairs through Public Library Services Branch.

### Principles

The network is governed by the following set of principles:

1. The network provides equitable access to public library resources for Albertans.
2. Albertan's user experience of the network will be seamless.
3. Alberta's public library boards are autonomous and remain responsible for local service delivery.
4. Sharing and reciprocity are integral to the success of the public library network.
5. Network participants shall support a philosophy of collaboration and sharing.
6. Participation in the public library network is voluntary; only public library boards that are network participants shall receive the benefits of the network.
7. The network will be governed by operational policies, which included directives and guidelines.

### Roles

#### **Alberta Municipal Affairs, Public Library Services Branch (PLSB)**

Provides primary support for the public library network by:

- a) providing for the necessary province wide technological infrastructure (e.g., high speed broadband internet capability);
- b) establishing operational policies with directives and guidelines for the network in cooperation with network participants;
- c) facilitating an interlibrary loan service and any other services (such as centralized licensing of resources) deemed appropriate and necessary for the network;
- d) providing funding to library boards that are in compliance with the *Libraries Act* in part to enable resource sharing across the province; and
- e) designating network Nodes.

## **Public Library Network Nodes (Nodes)**

Municipal Affairs has designated the following as Nodes in the Public Library Network:

Chinook Arch Library Board	City of Calgary Library Board
City of Edmonton Library Board	City of Grande Prairie Library Board
City of Lethbridge Library Board	City of Medicine Hat Library Board
City of Red Deer Library Board	City of St. Albert Library Board
Marigold Library Board	Northern Lights Library Board
Parkland Library Board	Peace Library Board
RM of Wood Buffalo Library Board	Shortgrass Library Board
Strathcona County Library Board	Yellowhead Library Board

The Nodes are responsible for:

- a) implementing network operational guidelines in cooperation with the PLSB;
- b) facilitating access to the network by other network participants; and
- c) providing necessary staffing, technology and expertise to support the network.

## **Network participants**

Any library board in Alberta that is either a designated Node, a partner of a Node via library system membership, or a partner of a Node under pre-existing arrangements (i.e. Fort Saskatchewan), is considered a network participant.

Network participants are responsible for:

- a) fully participating in the network and abiding by the network operational guidelines established by PLSB;
- b) providing necessary capacity to connect to the network including (but not limited to) trained staff, appropriate technology, and agreement with a suitable Node.

## **Definitions**

**Autonomy:** The right and ability for local library boards to control their local operations and fully manage and control their library services, subject only to legislative and policy requirements.

**Equitable Access:** Fair and open access to information regardless of user location.

**Interlibrary loan:** the temporary transfer of library materials, or copies of those materials, from one participating library to another in response to a specific patron request.

**Reciprocity:** The principle that library must contribute to the network in order to receive benefits.

**Seamless:** Policy and technology discrepancies either do not limit users' access to resources and services or are not visible and/or disruptive from the user perspective.

**Library System:** A provincial library system as defined in the *Libraries Act*.

**Library System Membership:** Participation by a municipality and its library board in a library system as defined in the *Libraries Act*.

## **POLICY 15**

### **RECOGNITION OF STAFF**

The Board believes that its employees are its most valuable asset in achieving the goals, outcomes and priorities of Edson and District Public Library; therefore, the Board will recognize employees for their dedication and commitment.

- 1. Recognition in Edson and District Public Library will celebrate service and will emphasize an Edson and District Public Library identity for all employees.**

Employee recognition for long-service shall include all staff directly employed by the Board.

Service by employees will be cumulative providing the break in the service is not greater than the initial service or longer than five years.

Leave of more than one calendar year will not be considered as qualifying service.

Maternity Leaves will be considered as qualifying service.

Extended Disability Periods are not counted as years of service.

Recognition for years of service is to be calculated on an annual basis and long service will be recognized in the subsequent year.

**2. The Board will host an event to celebrate staff long service achievements when applicable.**

All employees are invited to attend the event.

The Head Librarian/designate will plan the event.

The Board will host the event.

**3. Long service will be recognized.**

Long service will be recognized in five-year increments beginning at five years of service.

For each five-year increment in years of service, gifts will be presented as follows:

- *5 years – Gift up to \$ 50.00*
- *10 years – Gift up to \$ 100.00*
- *15 years – Gift up to \$ 150.00*
- *20 years – Gift up to \$200.00*
- *25 years and Over – Gift up to \$250.00*

Long service recipients will also receive a certificate suitable for framing.

The Head Librarian/ designate is responsible for informing the Board of all staff that qualify under this clause.

**4. Retirement will be celebrated where applicable.**

Retirement is considered to occur when the employee has reached at least 50 years of age, has completed at least 10 years of service with Edson and District

Public Library and is withdrawing from active part-time or full-time service. An employee who withdraws from active part-time or full-time employment, with 20 years of service with Edson and District Public Library, is considered to have retired, regardless of age.

The Board will invite the retiree for a dinner with the Board and each retiree may invite up to four guests to attend.

Each retiree will receive a commemorative gift to a maximum of \$250.

Updated: July 2013

## **POLICY 16**

### **RECORDS MANAGEMENT**

- Edson and District Public Library will retain the library records indicated in this policy based on the Canadian Income Tax Act, the Freedom of Information and Protection of Privacy Act, and in accordance with the policies of the Edson and District Public Library Board. The records are held in hardcopy and/or digitally.
- The Edson and District Public Library Board gives authority for the proper retention and destruction of records under this policy to the Librarian. She/he has the discretion to retain records longer than the period provided for in this policy.



- Schedule of Records Retention:
  - a) **To be held for one year:** Unsolicited resumes, job applications (not hired), interlibrary loan requests, memorial lists and daily log books.
  - b) **To be held for 3 years:** Bank reconciliation, outstanding cheques, and design estimates.
  - c) **To be held for 7 years:** Cash receipts and deposit books, copies of paid invoices, receipt books, cancelled cheques, cheque stubs, year end trial balances, accounts payable, bank statements, and income tax records. Also grant applications, applications for temporary employment program positions, and special event files. And records related to the maintenance and repair of the building, including janitorial services, mechanical, heating and cost estimate records relating to damage or renovations.
  - d) **To be held permanently:** Employee records including personnel files, job application of hired personnel and personnel evaluations, payroll records including T-4 slips, Workers' Compensation Board claims and attendance records. Also Board minutes and agendas, agreements, annual reports, assets and final audit reports (including financial statements), final budgets, bylaws, committee minutes, historical correspondence, court cases, deeds, insurance claims, general ledger, daybook, general journal, legal opinions and proceedings, records of files destroyed, maintenance reports, media releases, and photos.
  
- Library records which have been slated for disposal following the time guidelines outlined in this policy shall be shredded or incinerated by the Librarian and/or appointed personnel. The records to be disposed of shall be listed in a document to be kept permanently.

Permanent library records will be kept locked in the library in either a filing cabinet or room designated for this purpose.

## 17. BY-LAWS OF THE EDSON AND DISTRICT PUBLIC LIBRARY

The Edson and District Public Library Board enacts the following by-laws pursuant to the *Province of Alberta Libraries Act, R.S.A. 2000, Chapter L-11, section 36 and the Libraries Amendment Act, 1998* which states:

- “**36**(1) A board may pass bylaws for the safety and use of the library, including
- a. the terms and conditions under which
    - the public may be admitted to the building
    - public library property may be used or borrowed by members of the public
    - borrowing privileges may be suspended or forfeited;
  - b. notwithstanding subsection (3), fees to be paid by members of the public for
    - the issuance of library borrowing cards, and
    - the use of those parts of the building not used for the purposes of the public library

- photocopying
  - receiving information in a printed, electronic, magnetic, or other format
  - receiving, on request, a library service not normally provided by the public library.
- c. Penalties to be paid by members of the public for abuse of borrowing privileges.

(2) The *Regulations Act* does not apply to bylaws passed under subsection (1).

(3) A bylaw or part of a bylaw that requires a member of the public to pay a fee for any of the following is invalid:

- admittance to any portion of the building used for public library purposes;
- using library resources on library premises;
- borrowing library resources, in any format normally lent by the library;
- acquiring library resources through inter-library loan;
- consultation with members of the library staff;
- receiving basic information services.”

### **Interpretation:**

1. For the purposes of this by-law the expression:
  - Act refers to the *Province of Alberta Libraries Act, R.S.A. 2000, Chapter L-11, section 36 and the Libraries Amendment Act, 1998.*
  - Board means the Edson and District Public Library Board.
  - Library means the Edson and District Public Library.
  - Borrower or cardholder mean the person or group to whom a library membership card has been issued.
  - Librarian means the person charged by the Board with the operation of the library.
  - Library materials include any resources, regardless of format, that are held in the Edson and District Public Library’s collection, or borrowed by the Library, and includes books, periodicals, newspapers, audio recordings, projected media, paintings, drawings, photographs, micro materials, toys/games and kits, CD ROMS and electronic databases.
  - TRAC refers to the Tri Regional Automation consortium of which the Library is a member.
  - TAL refers to The Alberta Library of which the Library is a member.

2. The Board is a corporation as defined by *the Interpretation Act, R.S.A. 2000 Chapter 1-8*.
3. The Board may, from time to time, change the specifics set out in the accompanying schedules.
4. In these by-laws, unless the contrary intention appears in the context:
  - Words imparting male persons include female persons as well.
  - Words in the singular include the plural and words in the plural include the singular.
  - Where a word is defined, other parts of speech and tenses of that word have corresponding meanings.
  - Where a period of time dating from a given day, act or event is prescribed or allowed for any purposes, the time shall be reckoned exclusively of such day or of the day of such act or event.
5. When the time limit for doing anything falls on a day when the Library is closed to the public, the time shall be deemed to be extended to the first day thereafter on which the Library is open to the public.

**Library Facility:**

Access to Library	Any portion of the building used for public library purposes is open to any member of the public free of charge during the hours of opening as set out by the Edson and District Public Library Board.
Conduct in the building	Any person using the library building shall conduct himself so as not to disturb others or contravene Library policy. Individuals may not solicit others or staff for personal, commercial, religious, or political reasons. Except with the Librarian's permission, no one shall bring an animal (except an aid dog) or wheeled conveyance (other than wheelchair, walker, baby carriage / stroller into the building. Persons who do not follow the rules shall be asked to desist. If their behaviour continues, library staff will either ask them to leave the building or call for outside assistance.
Health and safety	Library management will conduct routine risk assessments of the premises. All persons using the library shall comply with applicable public health regulations.
Community Use Room	Charges for the use of the premises which are not normally used for public library purposes are set out in Schedule D.
After hours use	Admittance to the common area shall be at the discretion of the Head Librarian. When requested by the Edson Craft Centre or the Edson Creative Arts Society, security may be provided by these user groups. In all other cases, a staff member is required for the security of the facility, the cost of which shall be the responsibility of the user.
Age restriction	Children under the age of twelve (12) years shall be

	accompanied by a responsible person.
Theft	No person shall remove any library item unless it has been checked out according to circulation procedures.

### Library Membership Cards

1. Any person resident in the Town of Edson and the surrounding Yellowhead County is eligible to apply for a membership card.
2. Application shall be:
  - In writing on a form prescribed by the Librarian and with presentation of photo identification showing permanent address.
  - Dated and signed by the applicant.
  - Dated and signed by the parent or guardian on an applicant who is less than eighteen (18) years old.
  - Accompanied by the fee prescribed in Schedule A.
3. Applicants will receive a TAL/TRAC card and be responsible for keeping it in good-standing - that is, keeping the card free of overdue items and charges.
4. Membership cards are valid from date of issue to expiry unless revoked by the Librarian under the conditions listed in Schedule C.
5. Membership cards must be signed by the cardholder or the parent/guardian of minor cardholders.
6. Cards remain the property of Edson and District Public Library.

### Responsibilities of a Cardholder

1. A membership card may only be used by the person to whom it is issued.
2. A member shall notify the Library of any change of address and/or telephone number or loss/theft of card.
3. A member should take proper care of Library items entrusted to his card.
4. A member should renew or return any items to the Library on or before the due date.
5. Members are responsible for all resources borrowed on their card and will compensate the Library for all damaged, lost, or late-returned items.

### Loan of Materials:

No charge	In accordance with the Act there shall be no charge for the use of library materials. This includes materials used on the premises, or borrowing materials normally loaned out by the Library, consultation with members of the staff or receiving basic information service.
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Postage	A borrower may be charged postage for items ordered in.
Loan periods	Loan periods are set out in Schedule B.
Holds	Library materials may be reserved in accordance with procedures established by the Librarian and TRAC partners.
Renewals	Library materials may be renewed in accordance with procedures established by the Librarian and TRAC partners.

**Penalty Provision:**

Fines	The fines for late return of materials and for lost or damaged materials are set out in Schedule C. Borrowers are responsible for all charges resulting from failure to return, late return, or damage to items borrowed on their cards. Any charges inure to the benefit of the Library Board in accordance with the <i>Act, s.42</i> .
Revocation of membership	A library card may be denied or revoked by the Librarian for the reasons outlined in Schedule C.
Appeal	A person who has had his membership revoked may within thirty (30) days of such revocation make an appeal to the Board in writing setting out the grounds of appeal. The decision of the Board is final and binding and not subject to further appeal.
Prosecution	In cases of serious dereliction the Board may prosecute an offence under the <i>Act, s.41</i> .

**Freedom of Information and Protection of Privacy**

1. In accordance with s.95 of the *Freedom of Information and Privacy Act, RSA 2000, cF-25*, the Town Manager is designated as Coordinator responsible for the purposes of the *Freedom of Information and Privacy Act*.
2. Where an applicant is required to pay a fee for services, the fee payable is in accordance with *the Freedom of Information and Protection of Privacy Regulation, AR 200/95* as set out in Schedule D and as amended from time to time or any successor regulation that sets fees for requests from the Board.

**Service and Equipment Rental**

1. Refer to Schedule D for rental fees.

Read a first time \_\_\_\_\_

Read a second time \_\_\_\_\_

\_\_\_\_\_

Chairman

\_\_\_\_\_

Secretary/Treasurer

Read a third time and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

## SCHEDULES

Schedules A to D are part of the By-laws of the Edson and District Public Library.

Schedule A	Membership card fees
Schedule B	Loan periods
Schedule C	Penalty provisions
Schedule D	Service and equipment rental fees

### Schedule A

#### Membership Card Fees

Adult membership	\$12.00 for adult (18 years and older) cards. Memberships are valid for one full year unless revoked.
Youth membership	\$6.00 for youth up to age 17. Charges will be waived for school students. Memberships are valid for one full year unless revoked.
Collective membership	Memberships are available for facilities and community groups at the Librarian's discretion and at a charge of \$25.00.
Temporary membership	Temporary residents may purchase adult library cards to borrow items held in the Library's local collection, but they will not be able to place holds through TRAC or TAL. Temporary memberships last 120 days and cost \$12.00.
Replacement cards	\$5.00 will be charged to replace lost or damaged cards.



## Schedule B

### Loan Periods

Loan Period	Magazines, DVDs, Blurays 1 week; Multidisc DVDs and other items are 3 wks
Inter-library loans	Loan period will be determined by the lending library and our TRAC partners

## Schedule C

### Penalty provisions

Late return of materials	Fines of .25 per item per day for DVDs and Bluereays up to a maximum of \$10.00 per item.  Fines of .10 cents per item per day for all other materials, up to a maximum of \$10.00 per item.
Refusal of membership	...Membership may be refused if the individual is known to have a membership (with another library) that is not in good-standing or if the individual previously held a membership at Edson and District Public Library but did not keep that card in good-standing.

## Schedule D

### Service and Equipment rental fees

Room rental fees	The Community Use Room shall have Library activities as the primary use, however, the room shall be available for public use during normal Library opening hours, at the discretion of the Librarian. Not-for-profit organizations may use the room at no charge, otherwise the cost is \$25 per hour to a maximum of \$75 per day
Faxing	\$2 per fax number; \$5 international fax; no charge for toll free faxes.
Projector rental	LCD projector is \$20 per day with a \$50 refundable deposit. Projectors may be borrowed for four days.

## Appendices

### Index of Appendices

1. Town of Edson Bylaw No. 1888
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13. Hazard assessment form

thereto, the Town of Edson must designate a person or group of persons to act as the head of the Municipality for the purposes of the Act;

**AND WHEREAS** pursuant to Sections 87 and 89 of the Freedom of Information and Protection of Privacy Act, the Town of Edson may set any fees payable to the Municipality for services under the Act and Regulations;

1. **TOWN OF EDSON BYLAW NO. 1888**

**A BYLAW OF THE TOWN OF EDSON IN THE PROVINCE OF ALBERTA, TO ADOPT A FEE STRUCTURE AND APPOINT A HEAD OF THE MUNICIPALITY FOR THE PURPOSES OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (FOIP) ACT.**

**WHEREAS** pursuant to Section 89 of the Freedom of Information and Protection of Privacy Act, being Chapter F-18.5 of the Statutes of Alberta 1994 and amendments

**NOW THEREFORE** the Municipal Council of the Town of Edson, duly assembled, enacts as follows:

**PART I – PURPOSE, DEFINITIONS AND INTERPRETATION**

**PURPOSE**

1. The purpose of the Bylaw is to establish the administrative structure of the Town of Edson in relation to the Freedom of Information and Protection of Privacy Act, and to set fees thereunder.

**DEFINITIONS** 2. In this Bylaw, unless the context otherwise requires, the word, term, or expressions:

- (a) **“Act”** means the Freedom of Information and Protection of Privacy Act, being Chapter F-18.5 of the Statutes of Alberta 1994 and amendments thereto;
- (b) **“Applicant”** means a person who makes a request for access to a record under section 7(1) of the Act;
- (c) **“Estimate”** means an approximation of fees to be charged for any request under the Freedom of Information and Protection of Privacy Act. All estimates will be based on Schedule 2 of the Alberta Regulation 200/95, The Freedom of Information and Protection of Privacy Regulation.

- (d) **“Municipality”** means the Town of Edson and includes any board, committee, commission, panel, agency or corporation that is created or owned by the Town of Edson and all the members or officers of which are appointed or chosen by the Town of Edson;
  
- (e) **“Town Manager”** means the person appointed as the Chief Administrative Officer of the Town of Edson, and includes any person who holds the position of Town Manager in an Acting capacity;
  
- (f) **“Province”** means the Province of Alberta;

#### INTERPRETATION

3. The marginal notes and headings in this Bylaw are for reference purposes only.

**BYLAW NO. 1888**

**PART II – DESIGNATED HEAD**

DESIGNATED HEAD For the purpose of the Act, the Town Manager is designated as the Head of the Municipality.

**PART III – FEES**

FEES Where an Applicant is required to pay a fee for services the fee payable is in accordance with the Freedom of Information and Protection of Privacy Regulation, AR 200/95 as shown in attached Schedule “A”, and as amended from time to time or any successor Regulation that sets fees for requests for information from the Province.

**PART IV – GENERAL**

EFFECTIVE DATE This Bylaw shall take force and have effect upon final reading thereof.

READ a first time this 7th day of September A.D. 1999.

READ a second time this 21st day of September A.D. 1999.

READ a third time and finally passed this 21st day of September A.D. 1999.

---

Mayor

---

Director of Finance and Administration

## SCHEDULE "A"

### FEES – PURSUANT TO SECTIONS 9,10,11,12, AND 13 OF

#### ALBERTA REGULATION 200/95

#### *THE FREEDOM OF INFORMATION AND PROTECTION*

#### **OF PRIVACY REGULATION**

<b>Section 9</b>	Where an applicant is required to pay a fee for services, the fee is payable in accordance with sections 10,11,12 and 13.
<b>Section 10 Fees for Non- Personal Information</b>	<ol style="list-style-type: none"><li>(1) This section applies to a request for access to a record that is not a record of the personal information of the applicant.</li><li>(2) An applicant is required to pay<ol style="list-style-type: none"><li>a) an initial fee of \$25.00 when a non-continuing request is made, or</li><li>b) an initial fee of \$50.00 when a continuing request is made.</li></ol></li><li>(3) Processing of a request will not commence until the initial fee has been paid.</li><li>(4) In addition to the initial fee, fees in accordance with Schedule 2 may be charged if the amount of the fees, as estimated by the public body to which the request has been made, exceeds \$150.00.</li><li>(5) Where the amount estimated exceeds \$150.00, the total amount is to be charged.</li><li>(6) A fee may not be charged for the time spent in reviewing a record (AR 200/95 s10; 182/97).</li></ol>
<b>Section 11 Fees for Personal Information</b>	<ol style="list-style-type: none"><li>(1) This section applies to a request for access to a record that is a record of the personal information of the applicant.</li><li>(2) Only fees for copying in accordance with item 6 of Schedule 2 may be charged if the amount of the fees as estimated by the public body to which the request has been made exceeds \$10.00.</li><li>(3) Where the amount estimated exceeds \$10.00, the total amount is to be charged.</li></ol>

SCHEDULE "A"

<p><b>Section 12 Estimate of Fees</b></p>	<p>(1) An estimate provided under section 87(3) of the Act must set out</p> <ul style="list-style-type: none"> <li>a) the time and cost required             <ul style="list-style-type: none"> <li>i) to search, locate and retrieve the record;</li> <li>ii) to prepare the record for disclosure;</li> </ul> </li> <li>a.1) the cost of copying the record;</li> <li>b) the cost of computer time involved in locating and copying a record or, if necessary, re-programming to create a new record;</li> <li>c) the cost of supervising an applicant who wishes to examine the original record, when applicable;</li> <li>d) the cost of shipping the record or a copy of the record.</li> </ul> <p>(2) An estimate for access to a record of the personal information of the applicant need only include the time and cost of copying the record.</p> <p>(3) In the case of a continuing request, the estimate is to include the total fees payable over the course of the continuing request.</p> <p>(4) An applicant has up to 20 days to indicate if the fee estimate is accepted or to modify the request to change the amount of fees assessed. (AR 200/95 s12;182/97).</p>
	<p>(1) Processing of a request ceases once a notice of estimate has been forwarded to an applicant and recommences immediately on</p> <ul style="list-style-type: none"> <li>a) the receipt of an agreement to pay the fee, and</li> <li>b) the receipt of at least 50% of any estimated fee that exceeds \$150.00.</li> </ul> <p>(2) The balance of any fee owing is payable at the time the information is delivered to the applicant.</p> <p>(3) Fees, other than an initial fee, or any part of those fees will be refunded if the amount paid is higher than the actual fees required to be paid.</p> <p>(4) In the case of a continuing request, the portion of the estimate applicable to each delivery of the request</p> <ul style="list-style-type: none"> <li>a) must be paid at the time of delivery, and</li> <li>b) is to be used to calculate any required payment under subsection (1).</li> </ul>

**SCHEDULE "A"**

**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY  
REGULATION 200/95**

**FEES - SCHEDULE 2**

***The amount of the fees set out in this Schedule are the maximum amounts that can be charged to applicants.***

<b>Service/Record</b>	<b>Fee</b>
1. For locating and retrieving a record	\$6.75 per 1/4 hour.
2. For producing a record from an electronic record (a) Computer processing and related charges (b) Computer programming	Actual amount charged to public body \$10.00 per 1/4 hour
3. For preparing and handling a record for disclosure	\$6.75 per 1/4 hour
4. For supervising the examination of a record	\$6.75 per 1/4 hour.
5. For shipping a record or a copy	Actual amount incurred by public body
6. For copy a record: (a) photocopies, hard copy laser print and computer printouts (b) floppy disks (c) computer tapes (d) microfiche (diaz film) (e) duplication of 16mm microfilm (f) duplication of 35mm microfilm (g) duplication microfilm or microfiche to paper (h) photographs (colour or black and white from negative) i) 4" X 5" ii) 5" X 7" iii) 8" X 10" iv) 11" X 14" v) 16" X 20" (i) plans and blueprints (j) duplication of slide (k) duplication of audio cassette (l) duplication of video cassette (1/4", 1/2" or 8mm – 1 hour) (m) duplication of video cassette (1/4", 1/2" or 8mm – 2 hour) (n) duplication of video cassette (3/4" – 30 minutes) (o) duplication of video cassette (3/4" – 1 hour) (p) any other media not listed above	



## **2. TOWN OF EDSON BYLAW NO. 1879**

A BYLAW OF THE TOWN OF EDSON IN THE PROVINCE OF ALBERTA, TO ESTABLISH THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD.

WHEREAS pursuant to the provisions of the Libraries Act, being Chapter L-12.1 of the Revised Statutes of Alberta 1983 and amendments thereto, a council may, on its own initiative, pass a bylaw providing for the establishment of a municipal library board.

AND WHEREAS the Municipal Council of the Town of Edson deems it advisable and expedient to establish the Edson and District Public Library Board to manage and control the Edson and District Public Library.

NOW THEREFORE the Municipal Council of the Town of Edson, duly assembled, enacts as follows:

### **PART I – DEFINITIONS**

- (a) “Council” shall mean the Municipal Council of the Town of Edson.
- (b) “The Board” shall mean the Edson and District Public Library Board.
- (c) “Town Manager” shall mean the Town Manager of the Town of Edson or anyone authorized by the Town Manager to act on his/her behalf.

### **PART II – APPOINTMENTS**

- 1. A Municipal Library Board to be known as the Edson and District Public Library Board is hereby established in and for the Town of Edson.**
2. The Board shall consist of ten (10) voting members who shall be appointed by resolution of Council. The said Board members shall consist of:
  - (a) One (1) member of Council; and
  - (b) Nine (9) members from the public at large; of which no more than three (3) may be residents of Yellowhead County.
3. All members shall be appointed at the Annual Organizational Meeting of Council and shall become effective as of the date of the resolution, unless otherwise designated.
4. The members appointed shall serve for the following terms:
  - (a) The member of Council shall be appointed annually at the Organizational Meeting of Council;
  - (b) A member may serve on the Board for a maximum of three (3) consecutive three (3) year terms after which he or she shall step down for at least one year before being eligible to serve again. The initial appointments for the nine public at large members shall be staggered so that three of the

member terms expire or are eligible for re-appointment each year.

5. A member is eligible to be re-appointed for only two (2) additional consecutive terms of office, unless at least 2/3 of the whole Council passes a resolution stating that the member may be re-appointed as a member for more than three consecutive terms.
6. The Chair of the Board shall be appointed by a majority vote of the Board on an annual basis. The Chair shall be selected from a member of the public at large.
7. A person is disqualified from remaining a member of the Board if he/she fails to attend, without being authorized by a resolution of the Board to do so, the meetings of the Board for three (3) consecutive regular meetings, and is deemed to have resigned his/her seat on the Board.
8. In the event of a vacancy occurring, the person appointed by resolution of Council to fill such vacancy, shall hold office for the remaining term of his/her predecessor.

### **PART III – PROCEEDINGS**

1. Regular meetings of the Board shall be held at least ten (10) times per calendar year, with the time and date to be determined by the Board on an annual basis. The date and time of these regular meetings can be altered by the Board when necessary.
2. Sub-committees of the Board may be established when necessary.
3. The Board may appoint members of the Board and interested citizens to sit on Sub-committees of the Board to deal with any special matters coming within the scope and jurisdiction of the Board.
4. Special meetings of the Board or Sub-committees may be called on a twenty-four hour notice by the Chair of the Board or Sub-committee, or at the request of any three members of the Board.
5. All minutes, resolutions and bylaws shall be entered in books to be kept for that purpose and the books shall be signed by the Chair or Acting Chair. Copies of all minutes and bylaws shall be forwarded to the Town Manager.
6. A quorum of the Board shall be a majority of the members of the Board.
7. The Chair shall have a vote on any question and in the event of a tie, the motion shall be declared defeated.

### **PART IV – ROLE OF THE BOARD**

1. The Board shall have full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may co-

operate with other boards and libraries in the provision of these services.

2. The Board shall, before December 1<sup>st</sup> in each year, prepare a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the municipal library.
3. The budget and the estimate of the money shall be forthwith submitted to the Town Manager.
4. Council may approve the estimate in Part IV, Section 2 in whole or in part.
5. The Board shall:
  - (a) keep accounts of its receipts, payments, credits and liabilities;
  - (b) have the accounts audited by a person approved by Council, and
  - (c) have the audit submitted to Council immediately after its completion.

**BYLAW NO. 1879**

**PART V – ENACTMENT**

1. That Bylaw No. 1655 and Bylaw No. 1722 are hereby repealed.
2. That this Bylaw shall come into force and have effect upon final reading thereof.

READ a first time this 20th day of April A.D. 1999.  
READ a second time this 20th day of April A.D. 1999.  
READ a third time and finally passed this 20th day of April A.D. 1999.

-----  
Mayor  
-----

Director of Finance & Administration

### **3 T O W N O F EDSON BYLAW NO. 1922**

A BYLAW OF THE TOWN OF EDSON IN THE PROVINCE OF ALBERTA,  
TO AMEND TOWN OF EDSON BYLAW NO. 1879 FOR THE ESTABLISH  
MENT OF THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD.

**WHEREAS** the Town of Edson deems it desirable and expedient to amend  
the the Town of Edson and District Public Library Board Bylaw No. 1879;

**NOW THEREFORE** the Municipal Council of the Town of Edson, duly assembled,  
enacts as follows:

#### **PURPOSE**

That Bylaw No. 1879, Part II, Section 2 be amended by deleting Section 2  
and replacing with:

The Board shall consist of no fewer than five (5) and not more than ten (10)  
voting members who shall be appointed by resolution of Council. The said  
Board members shall consist of:

One (1) member of Council; and  
Up to nine (9) members from the public at large; of which no more than three  
(3) members may be residents of Yellowhead County.

That Bylaw No. 1879, Part III, Section 1 be amended by deleting Section 1  
and replacing with:

The Board shall meet no less than once every four months, and shall  
endeavour to meet at least ten (10) times per calendar year, with the time  
and date to be determined by the Board on an annual basis. The time and  
date of these regular meetings can be altered by the Board when necessary.

#### **EFFECTIVE**

That this Bylaw shall take effect on final reading thereof.

#### **DATE**

READ a first time this 18th day of September A.D. 2001

READ a second time this 18th day of September A.D. 2001

READ a third time and finally passed this 18th day of September  
A.D. 2001

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Mayor

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Director of Finance & Administration

#### 4. Alberta Libraries Act and Regulation

<http://www.gp.alberta.ca/documents/acts/l11.pdf>

#### 5. Alberta Interpretation Act

<http://www.gp.alberta.ca/documents/acts/i08.pdf>

#### 6. Mileage chart

Mileage Reimbursement Rates:

Mileage will be paid at the current rate of the Town of Edson and calculated according to the following chart:

<u>Edson return to:</u>	<u>Kilometres</u>
Banff	950
Barrhead	450
Calgary	1050
Camrose	700
Edmonton	420
Evansburg	200
Fox Creek	400
Fort Saskatchewan	500
Grande Cache	500
Grande Prairie	840
Hinton	180
Jasper	340
Leduc & Nisku	500
Peace River	880
Red Deer	720
St. Albert	400
Sherwood Park	480
Spruce Grove	360
Stony Plain	350
Valleyview	600
Wetaskiwin	620
Whitcourt	240

**7. Letter of Understanding between the Town of Edson and the Edson and  
District Public Library**

**LETTER OF UNDERSTANDING**

BETWEEN THE TOWN OF EDSON  
AND  
THE EDSON AND DISTRICT PUBLIC LIBRARY

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1. Objective
2. Definitions
3. Legislative Framework
4. Non-Legislative Framework
5. Finance
6. Personnel
7. Amendment
8. Term and Renewal
9. Administration

## 1. Objective:

- a) Through this **Letter of Understanding**, the Town of Edson and the Edson and District Public Library seek to clarify and formalize their relationship. This document supplements and interprets applicable legislation as it applies in the municipal context with the goal of providing maximum benefit to ratepayers and library patrons through the relationship between the Town of Edson and the Edson and District Public Library. To this end, the Town and the Board share a spirit of cooperation and open communication while preserving their individual corporate identities.

## 2. Definitions:

In this Letter of Understanding:

`**Annual Operating Grant**' means the tax-generated revenue provided by the Town to the Library for the purposes of supplying library services and programs to the community;

`**Board**' means the Board of Trustees of the Edson and District Public Library appointed by Council;

`**Community**' means the population potentially served by the Edson and District Public Library, residing in the geographical region which includes but is not limited to the boundaries of the Municipality of Edson;

`**Council**' means the Mayor and Councilors of the Town of Edson;

`**Head Librarian**' means the Director of Library Services of the Edson and District Public Library appointed by the Board;

`**Libraries Act**' means the *Alberta Libraries Act* Chapter L11-2000, proclaimed in force January 10, 2002, and the Libraries Regulation (Alberta Regulation 141198 and any amendments thereto);

`**Library**' means the Edson and District Public Library;



**`Library Patron'** means an individual or group who has paid an annual membership fee to the Library for the purpose of borrowing items from the Library, or who enters the Library physically or electronically to make use of Library resources;

**`Library Reserve'** means surplus income or those monies annually budgeted by the Board for future use as determined by the Board;

**`Municipal Administration'** means the administrative systems in place in the Town of Edson to manage and deliver services to the citizens of Edson; **`Taxpayer'** means an individual or business contributing property tax monies to the Town of Edson.

### **3. Legislative Framework:**

Provincial and municipal legislation establish the following framework within which this Letter of Understanding operates:

- a) Town of Edson Bylaw No. 1879, the Edson Library Board Bylaw, established the Board in 1999. Upon Board establishment, the *Libraries Act*, Section 3, Subsection 4: "On being established the Municipal Library Board is a corporation and shall be known as `The Edson Library Board", established the Board as a corporation in its own right, as defined in provincial legislation and with all the accompanying rights and responsibilities.
- b) Having been established under the aforementioned bylaw, the Board is bound by the *Libraries Act*.
- c) Council shall appoint Board members pursuant to Town of Edson Bylaw No. 1879, and subsequent Bylaws, and the *Libraries Act*.
- d) As a governing board, the Library Board has a mandate to manage, regulate and control Library operations in order to provide Library service to the community subject to terms and conditions imposed by enabling legislation and the provisions of the *Libraries Act*, Section 7:

"The municipal board, subject to any enactment that limits its authority, has full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and

maintain comprehensive and efficient library services in the municipality and may cooperate with other boards and libraries in the provision of those services".

- e) The Board determines resources required to operate the Library and requests an Annual Operating Grant from Council in accordance with the *Libraries Act*. The Board shall provide such requests within the municipality's budget timelines and schedules.
- f) Council, through its enactment of Municipal Bylaw No. 1879, deems it appropriate to provide Library service in the community and therefore grants annual Library funding from municipal tax-generated revenue.
- g) The Province of Alberta grants library funding depending upon the Board's adherence to the *Libraries Act* and in accordance with the Department of Municipal Affairs and Housing Regulation.
- h) In accordance with the *Libraries Act*, Council has the authority to disallow bylaws enacted by the Board.

#### **4. Non-Legislative Framework:**

The Board and Council agree as follows:

- a) The Library is an essential community service.
- b) Benefits to Taxpayers and Library Patrons are greatest when the Municipality and the Library work cooperatively to maximize the use of available resources.
- c) Council and the Board intend the delivery of the most effective Library service possible within the constraints established by financial, physical and human resources.
- d) From time to time there may be areas in which the interests of Town and the Board will diverge. The Council and the Board will approach such areas in a spirit of flexibility and cooperation.
- e) The Lands and the Library shall be used, developed and improved for the purpose and only for the purpose of operation of a library, an art club, a craft centre, and other uses necessarily incidental and normally related thereto.

## **5. Finance:**

- a) Annual Operating Grant - As per the *Libraries Act*, the Board shall request from Council an Annual Operating Grant for the purpose of supplying library services and programs.
- b) Major Maintenance - The Town and the Board shall work cooperatively to develop a Major Maintenance Plan for major building maintenance that is acceptable to both parties.
- c) Major Capital shall mean capital funds for the construction of a new Town of Edson Library or for an addition to the existing facility. It shall be the responsibility of the Board to determine if or when such a project may be desirable and to consider any such proposals in consultation with Council. It shall be the responsibility of Council to determine, in consultation with the Board, if, when and to what extent such a project may be funded.
- e) Library Reserve - the Board may maintain reserve accounts to be allocated according to Board policies. The Board shall determine use of funds in the Library Reserve. Budget Surplus or Deficit - In the event of an operational surplus in any given year, the surplus amount shall be deposited into an operational reserve account, the funds then to be available in the event of an operational deficit.
- f) Annual Audit - In accordance with legislation and Board policy, an annual audit shall be conducted on the Library's accounts by an auditor appointed by the Board and approved by Council. Cost of the Library audit shall be allocated to the Library budget.

## **6. Personnel:**

- a) Employment - All individuals employed to work in the Library are employees of the Board, and shall function under the Board's Personnel Policy. The Board shall be responsible for employing (including hiring, supervising, evaluation, termination, etc.) the Head Librarian. As per Board policy, the Board delegates to the Head Librarian the management of employment functions for all its employees below the level of Head Librarian. The Head Librarian may, at no cost and with no impact to the Annual Operating Grant, utilize the Town's Human Resources Department for advice and consultation on human resources matters.
- b) Salaries, Wages and Benefits - The Board shall determine the salaries, wages and benefits paid to its employees.

- c) Personnel Records - The retention and disposition of these documents shall be in accordance with the Board's records management policy.

**7. Amendment:**

- a) The provisions of this Letter of Understanding may be amended with the written consent of both parties.

**8. Term and Renewal:**

- a) This Letter of Understanding shall be effective on the 1<sup>st</sup> day of January, 2013, and shall remain in effect for a period of five years, expiring on the 31<sup>st</sup> day of December, 2017.
- b) This Letter of Understanding may be renewed with the written consent of both parties.

**9. Administration:**

- a) The Head Librarian shall undertake communications relevant to the provisions of this agreement with respect to the Board and Library employees. The Town Manager shall undertake communication relevant to the provisions of this agreement with respect to Council and Municipal employees.
- b) In witness whereof the representatives of both parties, duly authorized in that regard, have signed this Letter of Understanding, dated at Edson the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

**TOWN OF EDSON**

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Mayor"

seal"

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Town Manager

**EDSON AND DISTRICT PUBLIC LIBRARY**

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Library Board Chair

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Witness

8.The 2015 – 2018 COLLECTIVE AGREEMENT  
BETWEEN  
THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2838  
JANUARY 1, 2015 to DECEMBER 31, 2018

MM/gb/cope#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 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 asked, 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 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, sex or marital status, nor by reason of his 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 - 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 and District 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.

### **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 and the Librarian and one (1) or more 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 his/her 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.

### Definition of a Grievance

- (2) 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 his/her 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 his/her 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) Within sixty (60) days of signing the Collective Agreement, each party will present the names of two (2) Mediators for a permanent list of four (4) Mediators for the duration of the Collective Agreement.
- c) When a case is referred to mediation, within twelve (12) working days the parties will agree on a Mediator's name from the above mentioned list and establish the earliest possible dates with the Mediator.
- d) The cost of the Mediator will be shared equally between the Employer and the Union.
- e) The results of such mediation are not binding unless mutually agreed, and may not be used by either party in arbitration.
- f) 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 his/her 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 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 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 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 or disciplinary documentation, 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 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 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.
- (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 maximum of six (6) working days so that all employees shall know about the vacancy or new position. This six (6) 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, he/she shall be returned to his/her former position, classification 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. Any other Employee affected by a reversal of a trial period shall be returned to his/her 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 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 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 to a maximum of five (5) hours each shift at the regular rate of pay.
  
- (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 Janitor and 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 Janitor is expected to work up to five (5) evenings per week.
  - (c) The late shifts will be between 12:00 pm and 8:00 pm.
  - (d) Pages are expected to work up to five (5) evenings a week and on Saturdays.
- (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 and 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 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.
  - 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 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	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 27th

### 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 above noted holidays, no payment shall be made for the 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 21 - VACATIONS**

- (1) a) Permanent full-time employees shall receive an annual vacation with pay in accordance with his/her 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, 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%)
Three (3) years of service or more	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) 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.

- ii) If two employees request overlapping or the same vacation dates, the less senior of the two shall be limited to two (2) consecutive weeks during that time period.
- (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. 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 of their own cause, 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 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 as per Article 18 and Article 6 – Definitions and prorated accordingly for all other employees.
- (3) 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.
- (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) 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 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 child, spouse, parent and any dependent living in the Employee's household.

- (7) The Employer will, on the last pay period of each year, inform each Employee of his/her sick leave record by statement attached to his/her paycheque.

## **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 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.
- (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) 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, foster child, and one (1) day without loss of pay and benefits in case of the death of an aunt, uncle, niece and nephew.
- (b) Additional bereavement leave without pay may be requested. Such approval will be considered by the Employer.
- (c) 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.

### **(3) Maternity and Parental Leave**

- a) An employee who is pregnant or whose spouse 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/his employment upon the expiration of maternity or parental leave, to which she/he is entitled, shall

give the Librarian two (2) weeks' notice in writing of the day on which she intends to resume employment and her/his Employer shall:

- (i) reinstate her/him in the position, classification and wage she/he occupied at the time her/his maternity/parental leave commenced, or
- (ii) provide her/him with alternative work of a comparable nature, at not less than the same wages and other benefits and seniority that had accrued to the employee to the date the employee commenced maternity leave.

(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 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.

(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 his/her 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.

## **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 he/she will receive the rate of eight per cent (8%) over his/her 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 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 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 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 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 employee shall be solely responsible for Long Term Disability Premiums.
- (4) The Employer shall pay eighty-five percent (85%) 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 27 - WORKERS' COMPENSATION PROTECTION**

An employee prevented from performing his/her 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 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 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.
- (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 19 (5), (7), (8), Article 21.1(a), 21.2, 21.3, 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 his or her 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, 2015 and shall remain in force until December 31, 2018, 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, 2015 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

\_\_\_\_\_  
Debra Edey-Halterman, Board Chair

\_\_\_\_\_  
David Weber, President

\_\_\_\_\_  
Helen Prosser, Librarian

\_\_\_\_\_  
Lynne Rypien, Site Vice President

\_\_\_\_\_  
Trish Thurner

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Edson, Alberta

## SCHEDULE A – WAGES

2015 MARKET ADJUSTMENT: (Before percentage increases below)		Probation	LEVEL I	LEVEL II	LEVEL III
		<b>4 months</b>			
Bookkeeper		\$19.32	\$20.42	\$21.52	\$22.62
Clerk III		\$18.01	\$18.76	\$19.76	\$20.76
Janitor		\$15.88	\$16.58	\$17.28	\$17.98
Pages		\$11.20	\$11.80	\$12.40	\$13.00
Program & Tech Librarian		\$24.99	\$25.49	\$25.99	\$26.74
INCREASES:					
CUPE Positions Wage Grid		Probation	LEVEL I	LEVEL II	LEVEL III
2015 (2.5%), 2016 (2.5%), 2017 (3.0%), 2018 (3.0%)		<b>4 months</b>			
Bookkeeper	2015	\$19.80	\$20.93	\$22.06	\$23.19
	2016	\$20.30	\$21.45	\$22.61	\$23.77
	2017	\$20.91	\$22.10	\$23.29	\$24.48
	2018	\$21.53	\$22.76	\$23.99	\$25.21
Clerk III	2015	\$18.46	\$19.23	\$20.25	\$21.28
	2016	\$18.92	\$19.71	\$20.76	\$21.81
	2017	\$19.49	\$20.30	\$21.38	\$22.47
	2018	\$20.07	\$20.91	\$22.02	\$23.14
Janitor	2015	\$16.28	\$16.99	\$17.71	\$18.43
	2016	\$16.68	\$17.42	\$18.15	\$18.89
	2017	\$17.18	\$17.94	\$18.70	\$19.46
	2018	\$17.70	\$18.48	\$19.26	\$20.04
Pages	2015	\$11.48	\$12.10	\$12.71	\$13.33
	2016	\$11.77	\$12.40	\$13.03	\$13.66
	2017	\$12.12	\$12.77	\$13.42	\$14.07
	2018	\$12.48	\$13.15	\$13.82	\$14.49
Program & Tech Librarian	2015	\$25.61	\$26.13	\$26.64	\$27.41
	2016	\$26.26	\$26.78	\$27.31	\$28.09
	2017	\$27.04	\$27.58	\$28.12	\$28.94
	2018	\$27.85	\$28.41	\$28.97	\$29.80

LETTER OF UNDERSTANDING #1

THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2838

**RE: EXTRA HOURS OF WORK**

---

The Parties agree that in determining and offering extra hours of work the following process will be followed:

1. Extra hours required will be determined and approved by the Librarian, including additional programming hours.
2. The Librarian will follow Article 18.7 in contacting employees to work additional hours.
3. If the Librarian so chooses she may delegate the task of contacting employees, however the Librarian will ensure that Article 18.7 is followed.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2838

**RE: RECLASSIFICATIONS**

---

The Union stands on requesting a reclassification of the Library Clerk/Billing Clerk duties with a meeting to discuss the reclassification by February 15, 2015.

The Union agrees to a letter agreeing to review all positions by April 15, 2015.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Conflict Resolution Procedure for Conflicts involving the Head Librarian**

**a. A conflict is defined as any difference arising out of the interpretation, application, or administration of library policy.**

1.1 When there is a disagreement or conflict between the Head Librarian and the Library Board, the first step is to attempt to resolve it face-to-face in a rational and amicable manner. A mutually acceptable impartial third party may assist in resolving the conflict.

1.2 If a conflict is not resolved to the satisfaction of both parties, it must be taken to the Personnel Committee.

1.3 The conflict shall be put in writing and presented to the Personnel Committee within 10 days of the incident. The Personnel Committee shall meet with the Librarian within 5 days of the notice and shall respond within 5 days of the meeting.

1.4 The Personnel Committee shall at all times be an impartial party and decisions rendered shall be final and binding.

1.5 Grievance procedure: when there is a disagreement or conflict between the Employer (either the Board or the Head Librarian) and Staff, the procedure outlined in Article 10 of the Collective Agreement must be followed.



## CLA's Statement of Intellectual Freedom

### **Canadian Library Association Position Statement on Intellectual Freedom**

Approved by Executive Council June 27, 1974; Amended November 17, 1983; and November 18, 1985

All persons in Canada have the fundamental right, as embodied in the nation's Bill of Rights and the Canadian Charter of Rights and Freedoms, to have access to all expressions of knowledge, creativity and intellectual activity, and to express their thoughts publicly. This right to intellectual freedom, under the law, is essential to the health and development of Canadian society.

Libraries have a basic responsibility for the development and maintenance of intellectual freedom.

It is the responsibility of libraries to guarantee and facilitate access to all expressions of knowledge and intellectual activity, including those which some elements of society may consider to be unconventional, unpopular or unacceptable. To this end, libraries shall acquire and make available the widest variety of materials.

It is the responsibility of libraries to guarantee the right of free expression by making available all the library's public facilities and services to all individuals and groups who need them.

Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

Both employees and employers in libraries have a duty, in addition to their institutional responsibilities, to uphold these principles.

**RESIDENT'S REQUEST FOR RECONSIDERATION OF A BOOK**

Author \_\_\_\_\_

Title \_\_\_\_\_

Publisher &  
Date \_\_\_\_\_

Request initiated  
by \_\_\_\_\_

Phone \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Complainant represents:  
Self \_\_\_\_\_ Organization \_\_\_\_\_

To what do you object? (Be specific & cite  
pages) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What do you think might be the result of reading this book? \_\_\_\_\_

---

For what age group would you recommend this book? \_\_\_\_\_

What is good about this book? \_\_\_\_\_

Did you read the entire book?

What parts? \_\_\_\_\_

Are you aware of the judgment of this book by literary critics? \_\_\_\_\_

What is the theme of this book? \_\_\_\_\_

\_\_\_\_\_ Do not assign it to my child

\_\_\_\_\_ Withdraw if from all readers

\_\_\_\_\_ Re-evaluate the decision to include it in the collection

In its place, what book of equal literary quality would you recommend that would convey as valuable a picture and perspective of our civilization? \_\_\_\_\_

USE BACK OF SHEET FOR ADDITIONAL COMMENTS

---

Signature of Complainant

Leases with Edson Creative Arts Society and Edson Craft Centre

**AGREEMENT** made in triplicate and made effective this 1st day of January 2010.

**BETWEEN:**

**THE EDSON PUBLIC LIBRARY BOARD**

(hereinafter called the Library)

And

**THE CREATIVE ARTS SOCIETY**

(hereinafter called the Society)

**WHEREAS** the Library leases the following lands from the Town of Edson:

**PLAN 3364 AC; BLOCK 48; LOTS 2-8 INCLUSIVE (Nels E. Bell Memorial Library Building)**

And whereas the Society wishes to sublease the portion of the above property as shown outlined in red on Schedule "A" attached, hereinafter called the "premises";

**NOW THEREFORE** the parties agree on the following terms:

**GENERAL**

1. The Library agrees to sublease the premises to the Society for a term of six (6) years commencing on January 1, 2010 and ending on December 31, 2015, subject to the conditions as listed below.
2. If, after the expiry date of this agreement, the Society is still in physical tenancy, the Society shall be deemed to be a monthly tenant until such time as the agreement is renewed or terminated.
3. The Library agrees to allow the Society use of those common areas of the library building as outlined in Blue on Schedule "A", hereinafter called the "common area".
4. The Society agrees not to sublet any portion of the premises without first obtaining written consent of the Library.
5. The Society agrees that the Library may use the premises rent free for library purposes if the Society is given notice no less than seventy two hours (72) prior to the time that the lands are required.
6. The Society agrees that it will not use the premises for any other purpose than arts and crafts.

7. The Society agrees that it will not do or permit anything to be done that will create a nuisance for the Library.
8. The Library shall allow the Society quiet enjoyment of the property

#### **CHANGES OR IMPROVEMENTS TO THE PREMISES**

9. The Society may, after prior written approval of the Library, and at its' own expense make or install changes and improvements to the premises. (This approval shall not be unreasonably withheld). All work performed on the premises shall subject to all applicable legislation and by competent contractors. The Society shall not permit any builders' or other type of liens to be attached to the title of the property, and will ensure that any such liens are removed in ten days of so attached.
10. The Society shall be allowed to remove such work prior to the end of the tenancy, provided that the premises are restored to a manner that is to the satisfaction of the Library.

#### **RENT AND OTHER CHARGES**

11. During the term of the agreement, The Society shall annually pay the Library on or before the 1<sup>st</sup> day of January the sum of \$1.00 (one) Dollar.
12. During the term of the agreement, the Society shall pay the Library on a quarterly basis as invoiced:
  - a. 100% of the EPCOR bill relating to Meter B located in the Furnace Room in the Library (Account 349462-1-0)
  - b. 12% of the Library natural gas bill (i.e. ATCO) plus the applicable GST
  - c. 12% of the Library Town of Edson Utility Bill plus applicable GST
  - d. \$20.00 per month as a contribution towards janitorial and maintenance plus any applicable GST.
13. All rents, including the basic rent and all other amounts shall be payable to the Library at the following address:

The Edson Public Library Board  
4726 – 8<sup>th</sup> Avenue  
Edson, AB T7E 1S8

#### **INSURANCE**

14. The Society shall provide their own public liability and property insurance, naming the Library and the Town of Edson as additional named insured parties, to a limit of no less than \$2,000,000.00 for liability and \$1,000,000.00 for property. The Society agrees that if any of the Society's activities cause an

increase in the Library insurance rates, the Society will pay the amount of the resulting rate difference or make provision for this with their own insurance coverage separate from that of the Library.

### **MAINTENANCE AND REPAIRS**

15. The Library shall maintain the building structure, mechanical systems and parking lot in good condition.
16. The Society will be responsible for all janitorial work and lighting at the Society's own expense concerning the premises. The Society will not allow refuse or other objectionable material to accumulate on or around the premises and will maintain the premises in a reasonably clean manner.
17. The Library shall be allowed to enter the premises at an emergency, or other reasonable times to inspect the premises for maintenance issues.
18. Should the Society inform the Library of a maintenance or repair request, the Library shall endeavor by all means to deal with this request within a reasonably prompt time period.

### **TERMINATION/NOTICES**

19. Either party may terminate this lease for any reason provided that the other party is given sixty (60) days' notice in writing. Any written notices with respect to this agreement shall be forwarded to the following addresses:

EDSON PUBLIC LIBRARY BOARD	EDSON CREATIVE ARTS SOCIETY
4726 – 8 <sup>th</sup> Avenue	4726B – 8 <sup>th</sup> Avenue
Edson, AB	Edson, AB
T7E 1S8	T7E 1S8
Attention: Board Chairperson	Attention: Board Chairperson

20. This agreement shall enure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS** the parties hereto have executed this Agreement by the hands of their signing officer or officers, effective this \_\_\_\_\_ day of \_\_\_\_\_, AD \_\_\_\_\_.

**EDSON PUBLIC LIBRARY BOARD**

---

Witness

Chairperson of Board

---

Witness

Trustee of Board

**EDSON CREATIVE ARTS SOCIETY**

---

Witness

Vice-Chairperson of Board

---

Witness

Director of Board

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_ of Edson, in the Province of Alberta, MAKE OATH AND SAY:

1. I was personally present and did see \_\_\_\_\_ named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Edson, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said persons and each is in my belief of the full age of eighteen years.

SWORN before me at Edson in the Province of Alberta, this)

\_\_\_\_\_ day of \_\_\_\_\_

---

A Commissioner for Oaths in and for the Province of Alberta



**AGREEMENT** made in triplicate and made effective this 1st day of January 2010.

**BETWEEN:**

**THE EDSON PUBLIC LIBRARY BOARD**

(hereinafter called the Library)

And

**THE EDSON CRAFT CENTRE**

(hereinafter called the Craft Centre)

**WHEREAS** the Library leases the following lands from the Town of Edson:

**PLAN 3364 AC; BLOCK 48; LOTS 2-8 INCLUSIVE (Nels E. Bell Memorial Library Building)**

And whereas the Craft Centre wishes to sublease the portion of the above property as shown outlined in red on Schedule "A" attached, hereinafter called the "premises";

**NOW THEREFORE** the parties agree on the following terms:

**GENERAL**

21. The Library agrees to sublease the premises to the Craft Centre for a term of six (6) years commencing on January 1, 2010 and ending on December 31, 2015, subject to the conditions as listed below.
22. If, after the expiry date of this agreement, the Craft Centre is still in physical tenancy, the Craft Centre shall be deemed to be a monthly tenant until such time as the agreement is renewed or terminated.
23. The Library agrees to allow the Craft Centre use of those common area of the library building as outlined in Blue on Schedule "A", hereinafter called the "common area".
24. The Craft Centre agrees not to sublet any portion of the premises without first obtaining written consent of the Library.
25. The Craft Centre agrees that the Library may use the premises rent free for library purposes if the Craft Centre is given notice no less than seventy two hours (72) prior to the time that the lands are required.
26. The Craft Centre agrees that it will not use the premises for any other purpose than arts and crafts.
27. The Craft Centre agrees that it will not do or permit anything to be done that will create a nuisance for the Library.
28. The Library shall allow the Craft Centre quiet enjoyment of the property

## **CHANGES OR IMPROVEMENTS TO THE PREMISES**

29. The Craft Centre may, after prior written approval of the Library, and at its' own expense make or install changes and improvements to the premises. (This approval shall not be unreasonably withheld). All work performed on the premises shall subject to all applicable legislation and by competent contractors. The Craft Centre shall not permit any builders' or other type of liens to be attached to the title of the property, and will ensure that any such liens are removed in ten days of so attached.
30. The Craft Centre shall be allowed to remove such work prior to the end of the tenancy, provided that the premises are restored to a manner that is to the satisfaction of the Library.

## **RENT AND OTHER CHARGES**

31. During the term of the agreement, The Craft Centre shall annually pay the Library on or before the 1<sup>st</sup> day of January the sum of \$1.00 (one) Dollar.
32. During the term of the agreement, the Craft Centre shall pay the Library on a quarterly basis as invoiced:
- e. 12% of the Library natural gas bill (i.e. ATCO) plus the applicable GST
  - f. 12% of the Library Town of Edson Utility Bill plus applicable GST
  - g. \$20.00 per month as a contribution towards janitorial and maintenance plus any applicable GST.
33. All rents, including the basic rent and all other amounts shall be payable to the Library at the following address:

The Edson Public Library Board  
4726 – 8<sup>th</sup> Avenue  
Edson, AB T7E 1S8

## **INSURANCE**

34. The Craft Centre shall provide their own public liability and property insurance, naming the Library and the Town of Edson as additional named insured parties, to a limit of no less than \$2,000,000.00 for liability and \$1,000,000.00 for property. The Craft Centre agrees that if any of the Craft Centre's activities cause an increase in the Library insurance rates, the Craft Centre will pay the amount of the resulting rate difference or make provision for this with their own insurance coverage separate from that of the Library.

## **MAINTENANCE AND REPAIRS**

35. The Library shall maintain the building structure, mechanical systems and parking lot in good condition.
36. The Craft Centre will be responsible for all janitorial work and lighting at the Craft Centre's own expense concerning the premises. The Craft Centre will not allow refuse or other objectionable material to accumulate on or around the premises and will maintain the premises in a reasonably clean manner.
37. The Library shall be allowed to enter the premises at an emergency, or other reasonable times to inspect the premises for maintenance issues. Should the Craft Centre inform the Library of a maintenance or repair request, the Library shall endeavor by all means to deal with this request within a reasonably prompt time period.

## **TERMINATION/NOTICES**

38. Either party may terminate this lease for any reason provided that the other party is given sixty (60) days notice in writing. Any written notices with respect to this agreement shall be forwarded to the following addresses:

EDSON PUBLIC LIBRARY BOARD  
4726 – 8<sup>th</sup> Avenue  
Edson, AB  
T7E 1S8  
Attention: Board Chairperson

EDSON CRAFT CENTRE  
4726B – 8<sup>th</sup> Avenue  
Edson, AB  
T7E 1S8  
Attention: President

39. This agreement shall enure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS** the parties hereto have executed this Agreement by the hands of their signing officer or officers, effective this \_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_.

**EDSON PUBLIC LIBRARY BOARD**

\_\_\_\_\_  
Witness Chairperson of Board

\_\_\_\_\_  
Witness Trustee of Board

**EDSON CRAFT CENTRE**

\_\_\_\_\_  
Witness Chairperson of Board

\_\_\_\_\_  
Witness Director of Board

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_ of Edson, in the Province of Alberta, MAKE OATH AND SAY:

1. I was personally present and did see \_\_\_\_\_ named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Edson, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said persons and each is in my belief of the full age of eighteen years.

SWORN before me at Edson) in the Province of Alberta, this)

\_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_

\_\_\_\_\_

A Commissioner for Oaths in and for the Province of Alberta

**13. Hazard assessment form**

<b>Date:</b>		<b>Supervisor</b>	
<b>Location:</b>		<b>Title:</b>	
<b>Department:</b>		<b>Conducted by:</b>	

	<i>Housekeeping</i>	<i>Storage</i>	<i>Lighting</i>	<i>Ventilation</i>	<i>Chemicals</i>	<i>Electrical Hazards</i>	<i>Furnace Rooms</i>	<i>Fire Extinguishers</i>	<i>Ladders</i>	<i>Book Shelves</i>	<i>Tripping Hazards</i>	<i>Overhead Dangers</i>	<i>First Aid</i>	<i>Lobby</i>	<i>Exits</i>	<i>Sidewalks</i>	<i>Grounds</i>	<i>Signage</i>	<i>Parking Lot</i>	
<b>Satisfactory</b>																				
<b>Needs Attention</b>																				
<b>Not Applicable</b>																				

<b>Identified Hazard or Unsafe Work Style</b>	<b>Priority</b>	<b>Corrective Actions</b>	<b>OK</b>	<b>Initial</b>	<b>Initial</b>

Priority Levels: *Extreme (E) Serious (S) Moderate (M)*

## Board Committees

### 2014/2015 Committees

#### **Finance:**

Pavan Sonpar-Pahwa 780-723-5758 [p\\_sonpar\\_pahwa@lycos.com](mailto:p_sonpar_pahwa@lycos.com)

\*Gail Johnston 780-723-5208 [gail37@xplornet.ca](mailto:gail37@xplornet.ca)

Barbara Prescott 780-723-2460 [bigeddie@telus.net](mailto:bigeddie@telus.net)

#### **Joint labour management, health and safety:**

Jan Karasek 780-723-4699 [jan.karasek@yellowheadcounty.ab.ca](mailto:jan.karasek@yellowheadcounty.ab.ca)

\*Jackie Mitchell 780-397-3996 [jackie.mitchell.07@gmail.com](mailto:jackie.mitchell.07@gmail.com)

#### **Management Personnel:**

Gail Johnston 780-723-5208 [gail37@xplornet.ca](mailto:gail37@xplornet.ca)

Pavan Sonpar-Pahwa 780-723-5758 [p\\_sonpar\\_pahwa@lycos.com](mailto:p_sonpar_pahwa@lycos.com)

\*Beth Grant 780-517-8567 [cebw01@shaw.ca](mailto:cebw01@shaw.ca)

#### **Policy:**

Jan Karasek 780-723-4699 [jan.karasek@yellowheadcounty.ab.ca](mailto:jan.karasek@yellowheadcounty.ab.ca)

\*Barbara Prescott 780-723-2460 [bigeddie@telus.net](mailto:bigeddie@telus.net)

#### **Building:**

\*Gean Chouinard 780-723-1139 [geanchouinard@yahoo.ca](mailto:geanchouinard@yahoo.ca)

Beth Grant 780-517-8567 [cebw01@shaw.ca](mailto:cebw01@shaw.ca)

\*meeting organizer