

1994 - 1996

COLLECTIVE AGREEMENT

between

THE RICHMOND PUBLIC LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1698

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1994 - 1996

THIS AGREEMENT MADE AND ENTERED INTO

BETWEEN:

THE RICHMOND PUBLIC LIBRARY BOARD

(hereinafter called the "Employer"),

PARTY OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1698

Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress.

(hereinafter called the "Union"),

PARTY OF THE SECOND PART.

1. **PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

2. TERM OF AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 1994 January 01 to 1996 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (1) The Union can lawfully strike in accordance with the provisions of Part V of the Labour Relations Code; or
- (2) The Employer can lawfully lock out in accordance with the provisions of Part V of the Labour Relations Code; or
- (3) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of sub-section (2) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to the new Agreement.

3. EMPLOYEE DEFINITIONS

(a) Regular Full-Time Employee

A Regular Full-Time Employee is an employee who is employed on a full-time, regular schedule of thirty-five (35) hours per week for an indefinite period of time.

(b) Regular Part-Time Employee

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of less than thirty-five (35) hours per week for an indefinite period of time.

(c) Temporary Full-Time Employee

A Temporary Full-Time Employee is an employee who is employed for thirty-five (35) hours per week for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time

of hiring but in no event shall exceed six (6) months) except in the case of maternity/parental leave replacements where such period of time shall not exceed thirty-two (32) weeks.

(d) Auxiliary Employee

An Auxiliary Employee is any other employee.

4. RECOGNITION AND NEGOTIATIONS

Effective 1995 November 19:

- (a) The Employer recognizes the Canadian Union of Public Employees, Local Union 1698, as the sole and exclusive collective bargaining agency for all of its employees save and except the Administrative Assistant, Coordinator of Information and Reference Services, Coordinator of Technical Services, Coordinator of Computer and Circulation Services, Manager of Public Services, and those excluded by the Labour Relations Code, and hereby consents and agrees to negotiate with the Union or any of its authorized committees covering all matters affecting the relationship between the parties to this Memorandum of Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

5. MANAGEMENT RIGHTS

The management, supervision and control of the Employer's operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement (effective 1995 November 19, nor the Human Rights Act of British Columbia).

The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

6. UNION SECURITY

All employees of the Employer, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees shall, within a period of one (1) calendar month, as a condition of continued employment, become and remain members in good standing of the Union.

7. CHECK-OFF OF UNION DUES

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union for all employees as a condition of continuing employment. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments each pay day and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the pay day following that from which the deductions were made.

8. LABOUR MANAGEMENT RELATIONS

(a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

(b) Bargaining Committee

(i) A bargaining committee shall be appointed and consist of not more than three (3) members of the Union and not more than three (3) employees of the Employer. The bargaining committee may be increased in size by the addition of other representatives who are not employees of the Employer. The Union will advise the Employer of the Union nominees to the committee.

- (ii) Provided prior approval of the Employer has been obtained, not more than three (3) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the Employer. Such permission shall not be unduly withheld.

(c) Labour Management Committee

A Labour Management Committee shall be established for the purpose of addressing matters of mutual concern providing under no circumstances will the Committee replace the grievance procedure process.

The Committee shall be composed of up to four (4) representatives of the Employer to be appointed by the Employer and up to four (4) representatives of the Union to be appointed by the Union. Employees shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

(d) Representative of C.U.P.E.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, and shall notify the Employer on each such occasion.

(e) Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, a break-down of point ratings in job evaluation, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

(f) Changes Affecting the Agreement

The Employer agrees that any reports or recommendations dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment will be communicated to the Union at such interval before they are dealt with by the

Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer concerning them and further that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

9. GRIEVANCE PROCEDURE

Effective 1995 November 19, should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

Step 1

Within ten (10) working days of the date on which the incident giving rise to the grievance occurred, or the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) shall submit the grievance in writing, including the particulars of the alleged violation and the remedy being sought, to the Deputy Chief Librarian or designate. Should the Deputy Chief Librarian or designate be unable to settle the matter following receipt of the written grievance within ten (10) working days, Step 2 shall be invoked.

Step 2

Within ten (10) days of being referred to Step 2, a Grievance Committee of the Union and a Grievance Committee of the Employer shall discuss their respective points of view with the Chief Librarian or designate who shall render a decision within ten (10) days of hearing the matter. Failing settlement at this Step the matter may be referred to Arbitration.

Arbitration

- (1) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within ten (10) working days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chair. Should the representatives fail to select such third member within ten (10) working days from the appointment of the last representative, either party may request the Minister of Labour of the

Province of British Columbia to appoint a Chair. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chair shall be shared equally between the parties.

- (2) Following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.
- (3) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

Time Limits

Extensions to the time limits of ten (10) working days herein above may be agreed upon by mutual consent of the parties. In any case where a grievance has not been advanced to Step 3 within ninety (90) calendar days from the conclusion of Step 2, the grievance is deemed to be abandoned.

10. SENIORITY

(a) General

The parties hereto recognize that all employees are entitled to a measure of employment security, based on seniority; and that the employee shall accrue certain preference in this respect as provided in this Agreement.

(b) Seniority Defined

Seniority is defined as the length of accumulated hourly service in the bargaining unit since the last date of hire and shall be used in determining preference or priority for promotion, transfer, layoff and recall, in accordance with the provisions of the Agreement, provided the employee has the skill, knowledge and ability to perform the duties of the position. Seniority shall operate on a bargaining unit-wide basis.

(c) Calculation of Seniority - Regular Full-Time and Regular Part-Time Employees

Seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be defined in accordance with 10(b) above and shall be calculated on the accumulation of hours from the last date upon which the employee commenced regular employment with the Employer.

(d) Probationary Period

Newly hired Regular Full-Time Employees and Regular Part-Time Employees shall be considered to be on a probationary basis up to the completion of six (6) months' satisfactory employment. The probationary period for Professional Librarians shall be for a period of up to nine (9) months.

The probationary period shall be for the purpose of determining an employee's suitability for regular employment. During the probationary period employees shall be entitled to all rights and privileges of the applicable provisions of the Collective Agreement.

After completion of the probationary period, seniority shall be effective from the original date of hire.

(e) Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the accumulation of hours. An up-to-date seniority list shall be sent to the Union semi-annually during the months of January and July.

(f) Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

- (1) Employees who are laid off after six (6) months but less than one (1) year's service shall retain seniority for a period of six (6) calendar months;
- (2) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year;
- (3) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner;

- (4) Authorized leave of absence;
- (5) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.

(g) Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the Employer.

An employee shall only lose seniority in the event the employee:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns;
- (3) is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (4) fails to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on date the Employer registers the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- (5) is laid off for a period longer than one (1) year.

(h) Reverting Without Loss of Seniority

Regular Full-Time Employees and Regular Part-Time Employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall upon completion of said assignment be returned to the employee's former position without loss of seniority and scheduled rate of pay.

(i) Employees Filling Positions Made Available by a Re-assignment

Temporary Full-Time Employees and Auxiliary Employees employed to fill those positions made available by the re-assignment of Regular Full-Time Employee and Regular Part-Time Employee positions shall be laid off. Employees laid off shall retain their seniority as provided in clause (f).

(j) Temporary Full-Time and Auxiliary Employees Applying for Vacancies

Temporary Full-Time Employees and Auxiliary Employees may apply for posted vacancies on the regular staff, however, no regular position shall be filled by such employees until all provisions applying to Regular Full-Time Employees and Regular Part-Time Employees have been fulfilled.

Notwithstanding provisions contained in this Article, it is agreed and understood that where the Temporary Full-Time Employee or the Auxiliary Employee is the successful applicant to a regular posted position, seniority on the regular staff commences from the date of appointment to a regular position.

(k) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

11. PROMOTIONS AND STAFF CHANGES(a) Job Postings

(1) When a vacancy occurs or a new position is created for Regular Full-Time Employees and Regular Part-Time Employees, the Employer shall notify the Union in writing and post notice of the position in all branches and on bulletin boards for staff notices in the library for at least seven (7) calendar days.

(2) If the Employer deems it necessary to fill the vacancy during the posting and recruiting period, the Employer may employ a Temporary Full-Time Employee or Auxiliary Employee for a period not to exceed thirty (30) calendar days. Such period of time may be extended by mutual consent of both parties in writing.

(b) Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary

rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

(c) Method of Making Appointments

Appointments, promotions and transfers shall be made on the basis of skill, knowledge, ability and seniority with seniority prevailing where skill, knowledge and ability are relatively equal.

In any arbitration pursuant to this provision, if the Union is able to demonstrate that the senior applicant has the skill, knowledge and ability to perform the job the Employer must establish that such skill, knowledge and ability is not relatively equal to that of the successful candidate.

Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

(d) Trial Period

The successful applicant shall be placed on trial for a period of three (3) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

(e) Increase in Hours

When a position held by a Regular Part-Time Employee is increased in hours it shall not become a new position and that when a part-time position is increased in hours the incumbent shall accept the position of the total hours.

(f) Union Notification

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended, or is terminated.

12. LAYOFFS AND RECALLS(a) Layoff and Recall Procedure

Effective 1995 November 19, in the event of a layoff, employees shall be laid off in reverse order of seniority provided that an employee may displace a junior employee only in cases where the senior employee is qualified to fill a lower or equally rated (same pay rate) position. Employees being moved laterally shall move to the position occupied by the least senior employee in a position with the same rate of pay for which the employee is qualified.

Employees shall be recalled in order of their seniority provided they are qualified to perform the work.

Employees on recall shall retain their right of recall for a period of twelve (12) calendar months.

(b) No New Employees

No new employees will be hired until those laid off and who are qualified to do the work have been given an opportunity of re-employment.

(c) Notice of Layoff

The Employer shall notify, in writing, those employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full working days after notice of layoff, the employee shall be paid in lieu of work for that part of five (5) working days during which work was not made available.

13. WORKING CONDITIONS(a) Hours of Work

- (1) Employees' regular hours of work shall be seven (7) hours per day, excluding one-half ($\frac{1}{2}$) hour for meal time, and thirty-five (35) hours per week, Monday to Friday, inclusive.

Notwithstanding the provisions contained in the above paragraph, employees may elect to take one (1) hour for meal time.

- (2) Employees, whose regular work week is other than Monday to Friday, inclusive, shall be required to work within a five (5) day work week

followed by two (2) consecutive days of rest, with the first (1st) day of rest deemed to be Saturday and the second (2nd) day of rest deemed to be Sunday.

(b) Overtime

- (1) Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day, then prevailing overtime rates shall be paid.
- (2) Regular Full-Time Employees, Regular Part-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;
 - (iii) at any time other than at the times set forth in (2)(i) or (2)(ii) above consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Article 14(e).
- (3) Regular Full-Time Employees, Regular Part-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under paragraph (2) at the following overtime rates:
 - (i) time and one-half (1½T) the regular hourly rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double (2T) the regular hourly rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double (2T) the regular hourly rate of pay for all overtime worked at any other time than at the times set forth in (i) or (ii) of Article 13(b)(2); employees shall be paid a minimum of one and one-half

(1½) hours at double time (2T) for pre-scheduled overtime worked pursuant to Article 13(b)(2)(iii).

(4) Early Reporting

An employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall not be eligible for callout but shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

(5) Auxiliary Employees who work overtime shall be paid as follows:

- (i) time and one-half (1½T) the regular hourly rate for the first four (4) hours and double (2T) the regular hourly rate thereafter;
 - (ii) double (2T) the regular hourly rate for all hours worked on the first (1st) and second (2nd) day of rest.
- (6) Overtime hours worked as above may be authorized by the employee in charge of a branch or department provided the Chief Librarian or designate is notified with explanation not later than the next working day.
- (7) Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available.

(c) Overtime Bank

All overtime worked in excess of the hours so stated shall be paid on the following pay period in which it was earned except:

- (1) that employees can accrue overtime to a maximum of five (5) working days to be taken in addition and at the time of their annual vacations.
- (2) that accrued overtime in excess of five (5) working days shall be paid at the time of annual vacations.
- (3) that employees may elect to take time off at the appropriate overtime rate in lieu of payment for overtime, at a time mutually agreed upon between the Employer and the employee.

- (4) that accrued overtime in excess of time off in lieu of payment for overtime shall be paid at the time of annual vacations at the earned rate.

(d) Callout

- (1) The following provisions shall apply to Regular Full-Time Employees, Regular Part-Time Employees and Temporary Full-Time Employees:

- (i) Callout is to be defined as being called back to work at any time following completion of an employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 13(b).
- (ii) An employee who is called back to work shall be paid double (2T) the regular hourly rate of pay for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double (2T) the employee's regular hourly rate of pay. (The minimum includes one (1) hour for travelling time.)
- (iii) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hour minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double (2T) the employee's regular hourly rate of pay. (The minimum includes two (2) hours for travelling time.)
- (2) For Auxiliary Employees authorized callout shall mean a request by the Employer to an employee to come to work from the employee's place of residence to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of four (4) hours' pay at the prevailing overtime rate under Article 13(b)(4).

(e) Rest Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift at a time convenient to the work load.

(f) Shift Preferences

Seniority shall determine shift preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour Management Committee in accordance with Article 8(c).

(g) Shift Premium

A shift premium of sixty cents (60¢) per hour shall be paid for all regular hours worked outside the hours of 7:00 a.m. to 6:00 p.m. provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to all hours worked during the entire shift.

(h) Sunday Staffing

- (1) In the event the Employer elects to provide library services on Sundays (Sunday opening of the library), staffing of the library for such Sundays will be provided for in accordance with the provisions of Schedule "B" which is attached to and forms part of this Agreement.
- (2) Employees who work between the hours of 8:00 a.m. and 5:00 p.m. on Sundays shall be paid at time and one-quarter (1¼T) their regular hourly rate of pay.
- (3) Notwithstanding the above, those employees designated in Schedule "B" as representing Auxiliary Employees for purposes of this Article 13(h) and who work between the hours of 8:00 a.m. and 5:00 p.m., shall receive a shift premium of 20¢ per hour in addition to their regular hourly rate of pay.

(i) Notice of Change of Shifts

Not less than twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least fifteen (15) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

14. GENERAL HOLIDAYS(a) List of Holidays

All employees shall receive pay for the following General Holidays from the date of employment:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day proclaimed as a General Holiday by the Federal and Provincial Government. Payment for such holidays shall be paid on a pro-rated basis according to the employees' daily hours worked.

For the purpose of this section, all Temporary Full-Time Employees and Auxiliary Employees hired by the Employer shall have worked for the Employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to General Holiday to qualify.

(b) Compensation for Holidays Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

(c) Compensation for Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

(d) Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay immediately following the employee's two (2) consecutive days of rest.

(e) Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal days' pay. Double time (2T) shall be paid for all hours worked on General or Proclaimed Holidays in addition to regular holiday pay.

Time worked on a General Holiday or the day off given to the employee in lieu of the General Holiday shall not be treated as overtime except as provided in Article 13(b).

15. ANNUAL VACATIONS

(a) All Regular Full-Time Employees, Regular Part-Time Employees and Temporary Full-Time Employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

- (1) For the purpose of this Article, calendar year shall be the period January 1st to December 31st, inclusive.
- (2) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (3) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$ th) of ten (10) working days for each month or portion of month greater than one-half ($1/2$) worked by December 31st.
- (4) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the ninth (9th) calendar year of service. Effective 1996 January 01, fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.
- (5) Twenty (20) working days of annual vacation during the tenth (10th) up to and including the seventeenth (17th) calendar year of service. Effective 1996 January 01, twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
- (6) Twenty-five (25) working days of annual vacation during the eighteenth (18th) up to and including the twenty-fifth (25th) calendar year of service. Effective 1996 January 01, twenty-five (25) working days of

annual vacation during the sixteenth (16th) up to and including the twenty-fifth (25th) calendar year of service.

- (7) Thirty (30) working days of annual vacation during the twenty-sixth (26th) and all subsequent calendar years of service.
- (b) Notwithstanding the above, professional librarians shall receive twenty-two (22) working days' annual vacation effective in the second (2nd) year of employment.
- (c) Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking their annual vacation.
- (d) On or before February 1st of each calendar year, Regular Full-Time Employees and Regular Part-Time Employees shall submit their requests for annual vacations and on or before February 28th (29th) of each calendar year, the Employer shall approve the scheduling of annual vacations for Regular Full-Time Employees and Regular Part-Time Employees.

Where a Regular Full-Time Employee or Regular Part-Time Employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such Regular Full-Time Employee or Regular Part-Time Employee is required by the Employer due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to the employee's regular entitlement.

- (e) Auxiliary Employees shall earn four percent (4%) of their gross earnings in lieu of annual vacations in the first (1st) through and including their fourth (4th) year of service and six percent (6%) thereafter. Such payment of holiday pay shall be made once annually immediately prior to the employee leaving on annual vacation or upon termination.
- (f) When a General Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each General Holiday in addition to their regular vacation time.
- (g) Unbroken Vacation Period: - An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.
- (h) Employees pay for the annual vacation to which the employee is entitled shall be paid in one payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

(i) Regular Full-Time Employees and Regular Part-Time Employees who terminate their employment with the Employer after having reached minimum retirement age as defined in the Pension (Municipal) Act, shall in their year of retirement be entitled to their full annual vacation with pay. All other employees upon terminating their employment shall in their year of termination receive entitlement pro-rated in accordance with the number of months worked in that year.

(j) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement.

16. SUPPLEMENTARY VACATION

Each Regular Full-Time Employee and Regular Part-Time Employee shall become entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Article 15.

(a) Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.

(b) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Article 16 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

17. SICK LEAVE PROVISIONS

(a) Sick Leave Accrual

All Regular Full-Time Employees, Regular Part-Time Employees and Temporary_Full-Time Employees, upon the completion of three (3) calendar months' service, shall be granted one and one-half (1½) days' Sick Leave with

pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for the employee's future benefits to a total of one hundred and twenty-six (126) sick leave days.

(b) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act. The employee's sick leave pay shall be for that amount of money normally and usually paid to the employee for the hours worked by the employee in a normal working day.

(c) WCB and Sick Leave

During a period of WCB delay prior to accepting a claim for temporary disability benefits, the employee may draw from their sick leave account in the amount of 65% of regular pay until WCB determines acceptance or rejection of the claim. Where it is accepted, the employee shall assign the WCB cheque to the Employer for such period. To the extent that the Employer is reimbursed, the Employer shall credit the employee's sick leave account with the number of sick leave days proportionate to the amount so recovered. Where it is rejected, the employee shall receive an adjustment to reflect what they would have received under normal sick leave during this period.

(d) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit.

(e) Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed to anticipate extension of sick leave to a maximum of eighteen (18) working days. This sick leave extension shall be repaid by the employee upon return to duty through normal monthly accumulation.

(f) Deductions from Sick Leave

Effective 1995 November 19, a deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Absence on account of illness for less than half a shift shall not be

deducted. Absence for half a shift or more and less than a full shift shall be deducted as one-half shift.

(g) Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out the employee's duties due to illness, or non-compensable accident.

(h) Sick Leave Records

A record of all unused sick leave shall be reflected on each employee's pay stub.

(i) Family Illness

In case of illness of an immediate member of the family of an employee where no one is at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying the Department Head, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee.

(j) Notification of Illness

Employees shall notify their respective Department Head or Supervisor or designate during the first two (2) working hours prior to the commencement of their scheduled shift that sick leave is being used.

(k) Sick Leave Reimbursement

Where an employee is paid wages by the Employer while absent from employment by reason of any disability and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered, less those legal fees attributable to processing the wage loss claim, to the Employer. Upon receiving such amount the Employer shall credit the employee's sick leave account with the number of sick leave days proportionate to the amount so recovered.

18. RETIREMENT PAY

- (a) Employees retiring from the service of the Employer shall be paid at the rate of two (2) days' pay for each year of service with the Employer to a maximum of twenty-two (22) working days.
- (b) For the purpose of Retirement Pay, the following definitions shall apply:

"Retirement" - shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Pension (Municipal) Act; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Pension (Municipal) Act.

"Day's Pay" - shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was then regularly employed.

In the event of death all such accrued retirement pay shall be paid to the employee's estate.

19. LEAVE OF ABSENCE

- (a) Leave for Grievances

Representative(s) of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry out duties related to a grievance provided the employee has obtained the prior approval of the Employer. Such approval shall not be unduly withheld.

- (b) Leave for Union Duties

It is agreed that official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than three (3) Union representatives shall be away at any one time and provided the prior approval of the Employer has been obtained. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one year and may be renewed each year on request during the term of office.

(c) Bereavement Leave

An employee shall be granted up to a total of three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death or serious illness of a parent, spouse (including same sex partner), brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents. Where the burial occurs outside the Province, such leave may include, as well, reasonable travelling time, and at the Employer's discretion, the latter not to exceed seven (7) days without pay.

(d) Mourner's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pall-bearer or mourner.

(e) General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

(f) Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such an employee the employee's normal earnings. The payment the employee receives for jury service or court Crown witness, excluding payment for travelling, meals, or other expenses shall be handed over to the Employer together with proof of service and the amount of pay received.

(g) Maternity and Parental Leave

(1) Length of Leave

(a) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father (effective 1995 November 19, legal

parent) of the child shall be entitled to both maternity and parental leave without pay.

(b) Legal Parent Other Than Birth Mother

Effective 1995 November 19:

Other than an employee in (a) above, an employee who is the legal parent of the child shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave.

(c) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

(2) Notice Requirements and Commencement of Leave

(a) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

(b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- (c) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases, the employee's previously scheduled leave period will not be affected.
- (d) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (e) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(3) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments, seniority and benefits, referenced in (5) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(4) Sick Leave

- (a) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (b) Subject to paragraph (4)(a), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (2)(e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(5) Benefits

- (a) MSP, Dental, EHB, and Life Insurance (including A.D. & D) benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(h) Leave to Write Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

20. PAYMENT OF WAGES AND ALLOWANCES

Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

(a) Pay Days

The Employer shall pay salaries and wages bi-weekly on a Friday in accordance with Schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions.

(b) Application of Pay Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, reevaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.

(c) Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\text{hourly rate} \times \text{bi-weekly hours} = \text{bi-weekly rate (taken to 2 decimal places)}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar)}$$

The resultant hourly and bi-weekly rates are the pay rates to which salaried employees are entitled. The monthly salaries shall be calculated to the nearest dollar. (e.g. 50¢ or more shall be increased to the next highest dollar and less than 50¢ shall not be counted.)

(d) Part-Time Employees

Regular Part-Time Employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

(e) Daily Guarantee

- (1) Employees reporting for work on the call of the Employer, except school students reporting for work on school days: The employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
- (2) Two (2) hours' pay at the employee's regular rate, except where the employee's condition is such that the employee is not competent to perform the employee's duties, or has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board; and
- (3) If the employee commences work, four (4) hours' pay at the employee's regular rate, except when work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
- (4) School students reporting for work on school days on the call of the Employer: The employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the employee's regular rate.

(f) Pay During Temporary Transfers

When an employee is required by the Employer to temporarily substitute in, or perform the principal duties of a higher paying position, the employee shall receive immediately the rate for the job. Where a pay range is in effect, the employee shall receive the rate in the pay range that is immediately higher than the employee's regular rate of pay. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

(g) Temporarily Assigned Outside the Scope of the Agreement

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

(h) Educational Allowances

- (1) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to be better qualified to perform the job. Employees shall be paid fifty percent (50%) of the course fee upon enrolment and the balance on completion.
- (2) The Employer shall pay the cost of employees attending on the Employer's behalf training programmes, conferences, seminars and work shops.

(i) Rate for Supervision

Rate for supervision is for an employee who, over and above the regular work supervises one (1) or more employees, but remains under the supervision of a department head. While so employed, the employee shall receive not less than ten percent (10%) above the highest rated classification under their supervision.

(j) Professional Fees and Licenses

The Employer shall pay professional fees for any employee who is required to be a member of a professional association, and license for any employee who is required to be licensed.

(k) Car Allowance

Car allowance will be reimbursed according to the Car Allowance Policy of the Board.

(Copy of the current rate schedule available in the Chief Librarian's office.)

21. CHANGES IN CLASSIFICATION

Effective 1995 November 19:

- (a) Where the duties and responsibilities of a position have significantly changed and/or the employee or Union believe that the position is improperly classified, the employee shall complete a standard questionnaire provided by the Employer within five (5) working days of a request and shall return the completed form to the Deputy Chief Librarian. The date the completed questionnaire is received by the Deputy Chief Librarian will be the official date of any change that may occur.
- (b) The incumbent completing the questionnaire will be interviewed, if necessary, and a decision on the employee's request where possible will be issued to the employee within ninety (90) working days with a copy to the Union.
- (c) Where there is a disagreement as to the decision, the employee shall have the right to appeal through the grievance and arbitration procedures.

22. EMPLOYEE BENEFITS

(a) Pension (Municipal) Act

All Regular Full-Time Employees and Regular Part-Time Employees appointed to permanent positions and who have completed three (3) calendar months' service (effective 1995 November 19, six (6) calendar months' service) and who are employed for a minimum of twenty (20) hours per week, shall participate in the Pension (Municipal) Act. Employees who are ineligible to make contributions under the Pension (Municipal) Act shall be exempted from its provisions, except as otherwise provided for in Article 18--Retirement Pay.

Note: Current employees on staff prior to 1995 November 19 shall remain eligible for pension after three (3) calendar months.

(b) Group Medical, Dental and Insurance Benefits

The Employer agrees to provide, and each Regular Full-Time Employee, Regular Part-Time Employee and Temporary Full-Time Employee shall be required to participate in, the following benefits as a condition of employment, unless otherwise covered, on completion of three (3) calendar months' service.

- (1) Medical and Surgical Benefits through the B.C. Medical Plan, inclusive of Extended Health Benefits.

The Extended Health Benefits includes vision care coverage with a maximum claim of \$150.00 per person in a 24-month period, subject to the provisions of the plan.

- (2) Group Life Insurance in the amount of ten thousand dollars (\$10,000.00) for each employee.
- (3) Accidental Death and Dismemberment Insurance in the amount of ten thousand dollars (\$10,000.00) for each employee.
- (4) Dental Plan coverage shall provide the following:
- (a) Basic dental service (Plan A) paying for seventy percent (70%) of the approved schedule of fees.
 - (b) Restorative dental service (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
 - (c) Where the Employer changes carriers, the level of benefit in effect prior to the change shall not be reduced. A copy of the carrier's policy will be provided to the Union every time a change is made to the coverage or carrier.

The cost of providing Group Medical, Dental and Insurance Benefits shall be borne fifty percent (50%) by the Employer and fifty percent (50%) by the individual employee.

23. HEALTH AND SAFETY(a) Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

(b) Union-Employer Safety Committee

A Health and Safety Committee shall be established and composed of two representatives appointed by the Employer, and two representatives of the Union. The Employer shall be responsible for the total operating costs of the Committee, including the normal wages of employees while engaged in committee duties.

(c) Meetings of Committee

The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board of British Columbia.

(d) Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

24. TECHNOLOGICAL CHANGE(a) General Provision re Technological Change

Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

(b) Displacement

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced by virtue of technological change or improvements will suffer no reduction in normal

earnings and will be given the opportunity to fill other vacancies according to seniority.

(c) Training Program

In the event that the new Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

(d) Significant Technological Change

Where the Employer introduces, or intends to introduce a technological change, that:

- (1) affects the terms and conditions, or security, of employment of a significant number of employees to whom this Collective Agreement applies; and
- (2) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may refer the matter to an Arbitration Board constituted pursuant to Article 9 of this Agreement.

(e) Arbitration Board Decision on Technological Change

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make any one or more of the following orders:

- (1) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
- (2) That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

- (3) That the Employer reinstate any employee displaced by reason of the technological change;
- (4) That the Employer pay to that employee such compensation in respect of such displacement as the Arbitration Board considers reasonable;
- (5) That the matter be referred to the Labour Relations Board;

and an order made under this clause is binding on all persons bound by this Collective Agreement.

25. JOB SECURITY

No bargaining unit employee shall be laid off as a result of the Employer contracting out any of its present work or services.

26. PRESENT CONDITIONS AND BENEFITS

(a) Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

(b) Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

27. CROSSING OF LEGAL PICKET LINES

No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Federal Government. Failure to cross such a picket line

by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

28. ACCESS TO PERSONNEL RECORDS

- (a) An employee or designate shall have access to all material in their official file at a time mutually convenient to the employee and the Personnel Department.
- (b) Examination of the contents of their official personnel file shall be in the presence of a person authorized by the Personnel Department.
- (c) An employee and Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) An employee upon request, shall be entitled to receive a copy of any document contained within their file at the time of examination.
- (e) Should an employee dispute any entry or document in their personnel file, they shall be entitled to recourse to the Grievance Procedure.
- (f) Eventual resolution of any dispute shall be part of the person's official personnel file.
- (g) The Employer agrees not to introduce as evidence in any hearing any document from the official personnel file of any employee, the existence of which the employee was not aware at the time of filing.
- (h) Letters of censure, reprimand, discipline and all adverse statements shall be removed from the employee's file after the expiration of three (3) years from the date it was issued, provided there has not been a further infraction.

29. GENERAL

(a) New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

(b) Copies of Agreement

On commencing employment, the Employer's department head shall introduce the new employee to the Union steward or representative, who will provide the employee with a copy of the Collective Agreement.

(c) Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the responsibilities and obligations to the Employer and the Union.

30. SEXUAL HARASSMENT

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

31. SCHEDULES

The schedule of wages for all employees of the Employer covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENTS
on this ____ day of _____, 1995.

SEALED WITH THE SEAL OF THE
RICHMOND PUBLIC LIBRARY BOARD
AND SIGNED IN THE PRESENCE OF ITS
PROPER OFFICERS:

SEALED WITH THE SEAL OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 1698 AND
SIGNED IN THE PRESENCE OF ITS
PROPER OFFICERS:

CHAIRMAN

PRESIDENT

CHIEF LIBRARIAN

SECRETARY

CHAIRPERSON OF RICHMOND UNIT

SCHEDULE "A" (cont'd)

Page !Undefined Bookmark, I

Key: A = Effective 1994 January 01 (monthly - rates of pay are identical to the 1993 monthly rates)
 B = Effective 1995 January 01
 C = Effective 1996 January 01

<u>Pay Grade</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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SCHEDULE "A" (cont'd)

Page !Undefined Bookmark, II

Key: A = Effective 1994 January 01 (monthly - rates of pay are identical to the 1993 monthly rates)
 B = Effective 1995 January 01
 C = Effective 1996 January 01

<u>Pay Grade</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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SCHEDULE "A"

RICHMOND PUBLIC LIBRARY
WAGE SCHEDULE
1994 JANUARY 01 - 1996 DECEMBER 31

Key: A = Effective 1994 January 01 (monthly - rates of pay are identical to the 1993 monthly rates)
 B = Effective 1995 January 01
 C = Effective 1996 January 01

<u>Pay Grade</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
10	Clerk Processing	B	12.43	12.93	13.43	13.98	14.53
		C	12.62	13.12	13.63	14.19	14.75
10	Library Clerk I	B	12.43	12.93	13.43	13.98	14.53
		C	12.62	13.12	13.63	14.19	14.75

SCHEDULE "A" (cont'd)Page **!Undefined Bookmark, III**

Key: A = Effective 1994 January 01 (monthly - rates of pay are identical to the 1993 monthly rates)
 B = Effective 1995 January 01
 C = Effective 1996 January 01

<u>Pay Grade</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
12	Circulation Clerk	B	13.43	13.98	14.53	15.11	15.73
		C	13.63	14.19	14.75	15.34	15.97
12	Library Clerk - FIN & Talking Books	B	13.43	13.98	14.53	15.11	15.73
		C	13.63	14.19	14.75	15.34	15.97
13	Building Service Worker	B	13.98	14.53	15.11	15.73	16.37
		C	14.19	14.75	15.34	15.97	16.62
13	Clerk Typist - Administration	B	13.98	14.53	15.11	15.73	16.37
		C	14.19	14.75	15.34	15.97	16.62
13	Clerk - Technical Services	B	13.98	14.53	15.11	15.73	16.37
		C	14.19	14.75	15.34	15.97	16.62
14	Attendant - Learning Resource Centre	B	14.53	15.11	15.73	16.37	17.05
		C	14.75	15.34	15.97	16.62	17.31
14	Branch Assistant	B	14.53	15.11	15.73	16.37	17.05
		C	14.75	15.34	15.97	16.62	17.31
14	Clerk - Youth Services	B	14.53	15.11	15.73	16.37	17.05
		C	14.75	15.34	15.97	16.62	17.31
15	Cataloguing Clerk - Library	B	15.11	15.73	16.37	17.05	17.75
		C	15.34	15.97	16.62	17.31	18.02
15	Reference Clerk	B	15.11	15.73	16.37	17.05	17.75
		C	15.34	15.97	16.62	17.31	18.02
16	Cataloguing Clerk - Special Collections	B	15.73	16.37	17.05	17.75	18.49
		C	15.97	16.62	17.31	18.02	18.77
16	Circulation Shift Supervisor	B	15.73	16.37	17.05	17.75	18.49

SCHEDULE "A" (cont'd)

Page !Undefined Bookmark, IV

Key: A = Effective 1994 January 01 (monthly - rates of pay are identical to the 1993 monthly rates)
 B = Effective 1995 January 01
 C = Effective 1996 January 01

<u>Pay Grade</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		C	15.97	16.62	17.31	18.02	18.77
16	Computer Operator - Library	B	15.73	16.37	17.05	17.75	18.49
		C	15.97	16.62	17.31	18.02	18.77
17	Office Supervisor	B	16.37	17.05	17.75	18.49	19.25
		C	16.62	17.31	18.02	18.77	19.54
18	Senior Cataloguing Clerk - Library	B	17.05	17.75	18.49	19.25	20.05
		C	17.31	18.02	18.77	19.54	20.35
21	Librarian I	B	19.25	20.05	20.90	21.78	22.68
		C	19.54	20.35	21.21	22.11	23.02
22	Computer Services Technician - Library	B	20.05	20.90	21.78	22.68	23.62
		C	20.35	21.21	22.11	23.02	23.97
22	Librarian I - Multilingual	B	20.05	20.90	21.78	22.68	23.62
		C	20.35	21.21	22.11	23.02	23.97
24	Librarian II	B	21.78	22.68	23.62	24.64	25.70
		C	22.11	23.02	23.97	25.01	26.09
--	Driver - Library	B	\$17.48 per hour				
		C	\$17.74 per hour				

Effective 1995 November 19:

Bookshelver	B	\$10.63 per hour
	C	\$10.79 per hour

NOTES:

- (a) Hourly rates are expressed for each classification and are based on a 35-hour week.
- (b) Eligibility for advancement from one step (increment) to the next is as follows:
 - Pay Grades 9 to 14: 6 month eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 month eligibility;
 - Pay Grade 15: 6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility;
 - Pay Grade 16 and above: 12 month eligibility.
- (c) Regular Part-Time Employees are eligible for advancement from one step (increment) to the next upon completing the equivalent number of hours of work as required of Regular Full-Time Employees to be eligible for an increment.
- (d) Effective 1995 November 19, where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

SCHEDULE "B"SUNDAY STAFFING

In the event that the Employer elects to commence providing library services on Sundays (Sunday opening of the library), the staffing of the library for such Sunday operation will be provided for in accordance with the following provisions:

1. All staffing requirements for Sunday operation of the library shall be met insofar as possible through the scheduling of Regular Full-Time Employees and Regular Part-Time Employees.
2. In the event that an employee regularly scheduled to work on Sunday is unable to report for work on the designated Sunday, as a result of illness or for any other reason whatsoever, and provided that the Employer has a minimum of twenty-four (24) hours' notice of such inability to report for work, the Employer shall make every reasonable attempt to obtain necessary coverage for the position through making the work available to other Regular Full-Time Employees and Regular Part-Time Employees qualified to fill the position.
3. Notwithstanding the above, the Employer shall under no circumstances be required to provide coverage for a position through offering work to a Regular Full-Time Employee and Regular Part-Time Employee under circumstances wherein overtime would result from any or all of the work performed on the Sunday without first having recourse to the provisions outlined in No. 4 below.
4. For purposes of providing coverage for positions on Sunday under circumstances wherein the minimum twenty-four (24) hours' notice of inability to report for work referenced in No. 3 above has not been provided, or under circumstances wherein a qualified Regular Full-Time Employee and Regular Part-Time Employee is not reasonably available to provide coverage, or under circumstances of an emergency nature, the Employer shall establish and have access to a list of not more than eight (8) Auxiliary Employees designated for purposes of this Schedule "B" and for purposes of Article 13(h) of the Collective Agreement as "On-Call" employees.

7.

SCHEDULE "C"

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1986 is in their (11th) calendar year during 1996. The employee in 1996 will be credited with 5 supplementary working days which may be taken at any time between 1996 and 2000, both years included. In 2001 the employee will be credited with a further 5 supplementary working days, etc.

*The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1996 TO 2005 BY YEAR HIRED
 (based on 1996 vacation entitlement)

Year Hired	ENTITLEMENT YEAR									
	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
2004	--	--	--	--	--	--	--	--	--	15/-
2003	--	--	--	--	--	--	--	--	15/-	15/-
2002	--	--	--	--	--	--	--	15/-	15/-	15/-
2001	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2000	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
1999	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
1998	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1997	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
1996	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
1995	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1994	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1993	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1992	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1991	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1990	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1989	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1988	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1987	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1986	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1985	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1984	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1983	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1982	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1981	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1980	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1979	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1978	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1977	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1976	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1975	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1969	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1968	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1967	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1966	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1965	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1964	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1963	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1962	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1961	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1960	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

BOOKSHELVERS

Effective 1995 November 19:

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to establish a classification in Schedule "A" of "Bookshelver" at \$10.63 per hour;
- (b) This classification established on the date of ratification of the Memorandum of Agreement shall not be subject to the classification review procedures under this Collective Agreement until there is a change in the duties and responsibilities of the position;
- (c) Notwithstanding any other provision in the Agreement Regular Part-Time Bookshelvers shall be entitled to general holidays in accordance with Article 14, except that where a holiday occurs on an employee's day off, an employee shall receive pay for the day and not a day off in lieu, and vacation in accordance with Article 15 and 20(d) of the Collective Agreement. Eligible Regular Part-Time Bookshelvers may also participate in medical and surgical benefits through the B.C. Medical Plan pursuant to the Collective Agreement but not inclusive of Extended Health benefits; and pension in accordance with the Pension Municipal Act, save and except, employees will not be eligible for such pension benefits until after the completion of the probationary period;
- (d) No other benefits such as, but not limited to, sick leave, dental, group life, EHB, leaves of absences, etc. shall be provided to Regular Part-Time Bookshelvers unless expressly stated in this Section (d);
- (e) Neither shift differential nor Sunday premium shall apply to any new Auxiliary or new Regular Part-Time Bookshelvers hired on or after the date of ratification of the Memorandum of Agreement;
- (f) Regular Part-Time Bookshelvers may be scheduled to work any five days per week, Monday through Sunday;
- (g) All new employees hired as Bookshelvers on or after the date of ratification of the Memorandum of Agreement shall be paid \$10.63 per hour;
- (h) Those Regular Part-Time Bookshelvers who successfully complete the probationary period shall receive recognition of seniority calculated from the date they were appointed

SCHEDULE "D" (cont'd)

to the Regular Part-Time position in accordance with Article 10(c) of the Collective Agreement;

- (i) Bookshelvers who are required to act as Circulation Clerks shall be paid acting pay in accordance with Article 20(f) of the Collective Agreement;
- (j) The classification of Library Clerk I shall be eliminated from the Collective Agreement 1996 December 31.

SCHEDULE "E"

RESIDUAL ITEMS

1991-1993 Negotiations

1. Outstanding Reclassifications

The Employer agrees to process all outstanding Circulation Clerk Is', Clerk Typist/Receptionists', Branch Assistants' and Computer Operators' requests in accordance with paragraph (c)(3) of Schedule "D" of the 1991-1993 Agreement using, as a basis for comparison, regional comparators which include libraries such as Vancouver, Burnaby, and North Vancouver City. Any adjustments to the classifications of Circulation Clerk I, Clerk Typist/Receptionist and Branch Assistant shall be made retroactive to 1992 January 18. Any adjustments to the classification of Computer Operator shall be retroactive to 1992 November 12. Any retroactive adjustments for employees will be made effective the dates mentioned herein or the date upon when the employee occupied the classification, whichever is later.

2. Same Sex Benefits

The Employer agrees to provide the Union with a letter regarding access to certain benefits by same sex partners as follows:

1993 January 24

MEMO TO: CUPE 1698

FROM: Greg Buss, Chief Librarian
On behalf of the Richmond Public Library Board

SUBJECT: **SAME SEX BENEFITS**

Please be advised that the Richmond Public Library Board will make arrangements with the City of Richmond to ensure that carriers who provide benefits for employees of the Richmond Public Library have policies which do not preclude same sex partners from being eligible for Medical, Extended Health, and Dental benefits.

Chief Librarian

GB/

1994-1996 Negotiations

1. Benefits Committee

Within four (4) months following 1995 November 19, a Benefits Committee shall be established consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall meet as often as necessary to study, review, and discuss potential changes to Health and Welfare Benefit Plans. Such changes include discussions on both Short Term and Long Term Sick Leave Benefit Plans.