



***COLLECTIVE AGREEMENT***

between the

***WEST VANCOUVER MEMORIAL LIBRARY BOARD***

and the

***WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION***

**2001 January 01 to 2003 December 31**

***Errors and omissions will be addressed by the parties.***

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THIS AGREEMENT made the first day of January, TWO THOUSAND AND ONE (2001)

BETWEEN:

**THE WEST VANCOUVER MEMORIAL LIBRARY BOARD**

(hereinafter called the "Board")

of the First part

AND:

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

(hereinafter called the "Association")

of the Second part

**ARTICLE 1 — GENERAL**

**1.01** WHEREAS the Board approves and recognizes the Association as the sole bargaining agency certified under *Labour Relations Code of British Columbia* for Employees of the Board except those excluded under the said code;

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement, the following shall so apply:

**1.02 Rights of Management**

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

**ARTICLE 2 — TERM OF THE AGREEMENT**

**2.01** This Agreement shall be for a term of three (3) years with effect from 2001 January 01, and shall remain in full force and effect from year to year thereafter unless either party, at least two (2) months prior to the expiry date of 2003 December 31, gives to the other party written notice of desire to change or amend such agreement.

**2.02** It is agreed that Section 50(2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply during the term of this Agreement.

- 2.03** If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

### **ARTICLE 3 — ASSOCIATION SECURITY**

- 3.01** It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Board shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular Association dues.

- 3.02** Provided that each Employee has signed an "Application for Association Membership" form and has signed a "Fees and Dues Authorization" form, and provided that such "Fees and Dues Authorization" form is not revoked, in writing by the Employee, the Board will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.

#### **3.03 Copies of the Agreement**

- (a) The Board agrees to print and provide copies of the Collective Agreement to all Employees in the bargaining unit as of the date of such printing. The cost of printing such copies will be shared equally between the Board and the Association.
- (b) The Board agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
- (c) The Board will, at no cost to the Association, provide a copy of the Collective Agreement to Employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

#### **3.04 Crossing Of Picket Lines**

- (a) In the event that any Employee of the Board, other than those covered by this Agreement, engage in a legal strike or where Employees of another Employer in a labour dispute engage in a legal

strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines.

- (b) Failure to cross a picket line such as that referred to Sub-section 3.04 (a) by the Employees covered by this Agreement shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- (c) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Board.
- (d) In cases of emergency as decided by the Board, the Association agrees to waive the right of refusal to cross the picket line as outlined in Sub-section 3.04 (a) for the number of Employees required to remedy such emergency.

#### **ARTICLE 4 — EMPLOYEE DEFINITIONS**

**4.01** The Employees of the Board shall be in five categories:

- (a) A **Permanent Full-time Employee** is an Employee who is employed on a Full-time basis of thirty-five (35) or thirty-seven and one-half (37-1/2) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, and Temporary Full-time Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.
- (b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (a) above but which are one of the following:
  - (i) twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position,
  - or
  - (ii) twenty-one and one-half (21-1/2) hours or more per week for a classification established as a thirty-seven and one-half (37-1/2) hour per week position

for an indefinite period of time and who has completed a Probationary Period of the same duration as a Permanent Full-time Employee in the same position, i.e. either six (6) or twelve (12) months, consisting of satisfactory continuous service in any established position.

- (c) **Probationary Employee** shall mean and include an Employee employed during the first twelve (12) months of service in any established position.

The probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for:

- (i) the following positions which shall be six (6) months:
- Library Assistant I
  - Library Assistant II
  - Building Maintenance Worker I
  - Shelver
- (ii) existing Employees, with a minimum twelve (12) months equivalent Full-time service, filling any Permanent Full-time vacancy shall be limited to a maximum six (6) month probationary period provided that one or more of the following criteria are met:
- A. previous experience in similar position(s) within the Memorial Library - and/or
  - B. previous related experience elsewhere - and/or
  - C. a combination of education and experience
- (d) A **Temporary Employee** is a Full-time or a Part-time Employee employed for a position which is not established; provided always that no Employee may remain a Temporary Employee after the expiration of twelve months' continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.
- (e) A **Casual Employee** is any other Employee working less than the number of hours shown in (b) above. The Chief Librarian is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in (b) above; it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of six months in time.

**4.02** The following conditions will apply:

- (a) Until an Employee has the status of a Permanent Employee they shall have no Seniority rights and their lay-off or transfer shall not be subject matter of the Grievance Procedure as outlined in this Agreement with the exception of discipline or discharge matters. It is understood that Seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.

- (b) 'Equivalent time' for the purpose of this Sub-section, shall mean the time paid by the Board which, when converted into hours, is a proportion of one of the following:
  - (i) Eighteen hundred and twenty-seven (1827) hours for a classification for which Full-time work is thirty-five (35) hours per week, or
  - (ii) Nineteen hundred and fifty-seven and one-half (1957-1/2) hours for a classification for which Full-time work is thirty-seven and one-half (37-1/2) hours per week.
- (c) All Employees other than Permanent Employees shall be subject to dismissal on one day's notice.
- (d) When an Employee becomes a Permanent Employee, the initial date of qualifying employment shall be considered to be the anniversary date of the Employee for purposes of figuring perquisites and Seniority of position.

**4.03 Job Sharing**

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District's Job Share Program Policy. The written agreement shall be signed by the Chief Librarian or designate, WVMEA, and the affected Employees.

**4.04 "Gender"**

The Masculine Gender, wherever used herein shall also mean and include the Feminine, unless the context otherwise requires.

**ARTICLE 5 — REMUNERATION**

- 5.01** (a) The scales of remuneration set out in Schedule "A" shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

January 1, 2001 .....	2%
April 1, 2002 .....	3%
2003 .....	Pattern settlement of first four identical Municipal wage settlements or, failing that, the City of Vancouver, Outside settlement.

## **Retroactive Pay**

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2003 pay increase is to be paid out, will automatically receive any retroactivity due to them. Individuals who were of "permanent" employment status, but are no longer employed by the Board at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other Employees no longer employed by the Board at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The District will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

(b) Salaries listed in Schedule "A" are shown in hourly rates of pay.

### **5.02 Eligibility for Increments: Permanent Employees**

Time periods for eligibility for increments shall be six (6) months of satisfactory performance for movement from Step 1 to Step 2 and from Step 2 to Step 3 of Pay Grades 9 to 14 and for movement from Step 1 to Step 2 of Pay Grade 15. All other time periods shall remain unchanged at twelve (12) months of satisfactory performance.

### **5.03 Eligibility for Increments: Part-time and Casual Employees**

- (a) Increments for Permanent Part-time Employees will be granted on the basis of the successful completion of every eighteen (18) months of employment.
- (b) Increments for Casual Employees will be granted upon the basis of the successful completion of the equivalent time for that position.

### **5.04 First Aid Premiums**

First Aid Premiums shall be established and paid to designated holders of WCB-approved First Aid Certificates as follows:

Level 3	Sixty-five (65) cents per hour
Level 2	Fifty-five (55) cents per hour
Level 1	No premium

## 5.05 Pay for Acting in a Senior Capacity

- (a) Except as provided in Sub-section 5.05 (c), Temporary appointments to a higher position must be authorized in writing by the Department Head concerned.
- (b) When an Employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the Employee normally holds, the Employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over the Employee's normal rate. If the acting appointment is known to be three (3) consecutive months or longer **from the outset**, any paid leave taken during the period will be paid at the higher rate. If the acting appointment **becomes** three (3) consecutive months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to 5.05(b) *Pay for Acting in a Senior Capacity*, and does not include paid leave taken from an overtime bank.
- (c) Except where circumstances prevent prior approval being granted, acting pay has to be approved prior to the actual work being carried out and further that payment, except in terms of longer than two (2) weeks duration, will be made after the term has been completed. In cases where an Employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.
- (d)
  - (i) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the Temporary appointment so as to allow the Employee to fully execute the Exempt Staff duties.
  - (ii) No leave of absence will be required where the Employee is:
    - A. Appointed to act for ten (10) consecutive working days or less, or
    - B. Required also to perform some or all of their regular classified bargaining unit duties.

## ARTICLE 6 — CHANGES IN WORKING CONDITIONS

- 6.01 The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement, including

recommendations for changes in method of operation that may affect wage rates, work loads, classification or reduction of employment, will be communicated to the Association at such interval before they are approved by the Board as to afford the Association reasonable opportunity to consider 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 Board.

## **ARTICLE 7 — STUDENT EMPLOYMENT**

Students and youths employed by the Board shall be paid as shown in 7.01 and 7.02 below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7.03 below:

- 7.01** Students and youths working as replacements in established Association positions will be paid the established rate for the job.
- 7.02** Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project funded rates. Funded rates will also be paid to students and youths working on special projects where the applied for government funding was not approved.
- 7.03** In addition to the payment of wages outlined in 7.01 and 7.02 above, students and youths shall qualify only for four percent (4%) Vacation pay and statutory holiday pay as outlined in this Collective Agreement in Sections 11 and 12 respectively.

## **ARTICLE 8 — FILLING VACANCIES**

- 8.01** Except as shown in Sub-section 14.04 (h) Recall, the Board agrees that before filling any position which has become vacant, and all new positions being created or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Memorial Library and in such other places as may be agreed upon for seven (7) days before such vacancy is filled. It is further agreed that the Board will forward a copy of all postings relative to this Article to the Business Manager of the Association.

## **ARTICLE 9 — BENEFITS FOR PERMANENT FULL-TIME EMPLOYEES**

- 9.01** It is hereby agreed that the following Employee benefits will be continued for the term of this Agreement as below:
  - (a) For all Employees except Permanent Full-time Employees see Schedule “B” .

- (b) All Permanent Full-time Employees will be eligible for benefits, upon the completion of three (3) months continuous service, as outlined in Sections 9.02 to 9.14 inclusive. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in medical, extended health and dental benefits as described below.

### **9.02 Extended Health Benefit**

All Permanent Full-time Employees shall be included in the Municipal MSA Extended Health Benefit Plan. The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will provide a maximum claimable benefit of Two Hundred Dollars (\$200) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. The lifetime maximum for benefits under the provision of this Plan shall be One Hundred Thousand Dollars (\$100,000). The Board's share of premiums for those Employees participating in the Extended Health Benefit shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

### **9.03 BC Medical Plan**

All Permanent Full-time Employees shall be eligible for membership in the BC Medical Plan. The Board's share of premiums for those Employees participating in the Medical Plan shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

### **9.04 Group Life Insurance**

All Permanent Full-time Employees shall be included in the Municipal Group Life Insurance Scheme. The Board's share of premiums for the Municipal Group Life Insurance benefit shall be sixty percent (60%) of the total premium and the Employee's share shall be forty percent (40%) of the premium.

Except as varied by the schedule of coverage below the life insurance coverage shall be equivalent to twice one year's salary, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is two hundred and ten thousand dollars (\$210,000) whereas, and, except as shown in the schedule of insurance below.

#### Schedule of Coverage

Before age sixty (60) - Two Hundred Percent (200%) of basic annual earnings, excluding overtime;

Age sixty (60) - One Hundred and Eighty Percent (180%) of basic annual earnings, excluding overtime;

Age sixty-one (61) - One Hundred and Sixty Percent (160%) of basic annual earnings, excluding overtime;

Age sixty-two (62) - One Hundred and Forty Percent (140%) of basic annual earnings, excluding overtime;

Age sixty-three (63) - One Hundred and Twenty Percent (120%) of basic annual earnings, excluding overtime;

Age sixty-four (64) - One Hundred Percent (100%) of basic annual earnings, excluding overtime;

Age sixty-five (65) or over - Coverage terminates at age 65.

#### **9.05 Long-term Disability (LTD)**

All Permanent Full-time Employees shall be included in the Long-term Disability Plan providing protection against total loss of earnings due to health reasons. The Board's share of premiums shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

#### **9.06 Dental Plan**

(a) All Permanent Full-time Employees shall be included in the Municipal Dental Plan.

(b) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost for basic services.

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics (up to a lifetime maximum of fifteen hundred dollars [\$1,500]) per dependent child.

The Board's share of premiums shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

#### **9.07 Municipal Pension Plan**

(a) Compulsory enrollment is required when a Permanent Employee who is age eighteen (18) or older reaches the earlier of:

- (i) The date on which the Employee's probation period is successfully completed, or
  - (ii) The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position.
- (b) Subject to the relevant section of the *Pension (Municipal) Act* the Board agrees to participate as to one-half (1/2) the cost determined by the Commissioner of the Municipal Pension Plan to extend the pensionable service of a member covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the West Vancouver Memorial Library and which has not previously been considered as pensionable service.

This benefit shall be subject to the following conditions:

- (i) Only a member with a vested interest in the Municipal Pension Plan and who has reached the minimum age of Retirement as defined in the *Pension (Municipal) Act* shall be eligible; and
  - (ii) A member who wishes to take advantage of this benefit shall give at least six (6) months notice in writing in advance of the date at which they wish to retire and make such arrangements as may be necessary with regard to their own contribution.
- (c) Municipal Pension Plan contributions shall commence [for those qualified under the terms of the *Pension (Municipal) Act*] on the first day of the pay period following eligibility should an Employee so elect to contribute to the Pension Plan

#### **9.08 Retirement**

- (a) On retiring on or between the minimum and maximum Retirement ages of sixty (60) and sixty-five (65) respectively, a Superannuated Employee shall receive one month's pay, computed at their classified rate of pay for the calendar month immediately preceding the date of Retirement.
- (b) On retiring on or between the minimum and maximum retirement ages of 60 and 65 respectively, an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their rate of pay for the calendar month immediately preceding the date of Retirement, for each complete consecutive period of twelve (12) months continuous service.
- (c) Employees returning to work following Retirement from the workforce must return as a Casual or Temporary Employee and not be returned to their vacated position.

## 9.09 Sick Leave

- (a) Effective April 1, 1999, after three (3) completed calendar months continuous service, Probationary and Full-time Employees shall be granted Sick Leave with pay on the basis of one and one half (1 ½) days per month (maximum eighteen [18] days per calendar year), cumulative to a maximum of two hundred and fifty (250) working days, retroactive to the first calendar month of employment.

For current Employees, as at April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of two hundred and eighty (280) working days. Once the level of days drops below two hundred and fifty (250) working days, Employees can only earn back to a maximum of two hundred and fifty (250) working days.

Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- (ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$$

- (iii) Cumulative absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$$

- (b) A Medical Certificate may be required as proof of sickness.

## 9.10 Workers' Compensation Benefits

- (a) In Workers' Compensation cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Municipality from the Employee's Sick Leave Bank, but only to the extent that Sick Leave credits remain in the Employee's Sick Leave Bank. Deductions from an Employee's Sick Leave Bank referred to in this sub-section shall not result in a deduction from the Employee's Gratuity Allowance.

- (b) While an Employee is absent on Workers' Compensation Wage Loss Benefits the wage loss cheque from the WCB shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality. If the net adjusted pay received by an Employee by way of Workers' Compensation Income Continuance benefits is below that pay which they would have received had they been working, the District will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.
- (c) While in receipt of Workers' Compensation Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which the WCB calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Employment Insurance which presently are not deductible from WCB Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WCB Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (b) above.
- (d) The Board agrees that where an Employee's Workers' Compensation Income Continuance adjusted net pay is below that which the Employee would have received had they been working a 'top-up' of earnings will be made in accordance with Sub-sections 9.10 (a), (b) and (c) above.

### **9.11 Third-party Liability Provision**

- (a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received Sick Leave benefits. The Employee shall give permission to the ensuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employee's Sick Leave Bank and credit the Employee's Sick Leave and Gratuity Banks for the number of days represented by the payment.
- (b) Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third-party claim.

### **9.12 Graduated Return to Work**

The District's return-to-work program is a voluntary program on the part of the Employee and the Board, and may only be entered into if medically warranted and authorized.

### **9.13 Gratuity Plan**

- (a) Effective April 1, 1999 current Employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused banked Sick Leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999, new Employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused banked Sick Leave for the first (1<sup>st</sup>) year;
- 5% of unused annual banked Sick Leave for the second (2<sup>nd</sup>) year;
- 12% of unused annual banked Sick Leave for the third (3<sup>rd</sup>) year and beyond.

Gratuity Credits can be withdrawn in whole or in part after five (5) years of continuous service in cash or, on approval of the Chief Librarian, as additional vacation. Gratuity credits can be accumulated to a maximum total of 120 days.

- (b) Payment of the Gratuity in cash shall be computed at the time of withdrawal as follows:

$$\text{Gratuity Hours Withdrawn} \times \text{Current Hourly Rate}$$

### **9.14 Illness in the Family**

Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness, an Employee, upon approval of the Employee's Department Head, may be granted up to two (2) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those Employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

### **9.15 Past Service Recognition Plan**

- (a) The Past Service Recognition Plan (PSRP) shall apply only to Permanent Employees hired on or before 1987 December 31. The Plan shall not apply to any Employees hired on or after 1988 January 01.

- (b) PSRP pay shall be paid to all eligible Permanent Full-time Employees on the basis of the greater of sixty dollars (\$60) or one half day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible Employees shall receive PSRP pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time Employees shall qualify for a pro-rated PSRP benefit on the same basis as eligible Permanent Full-time Employees.
- (c) PSRP pay shall be pro-rated in cases where an Employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.

#### **9.16 Inability to Perform Duties**

- (a) On receipt of medical advice voluntary permanent reduction in the classification of an Employee for health reasons or voluntary temporary reduction in the classification of an Employee during pregnancy shall be paid at the rate for the lower classification, provided no other appropriate work can be found at the Employee's usual classification. The Association shall be advised before any proposed changes are made.
- (b) Upon receipt of medical advice that the Employee is capable of returning to their former duties, the Employee shall return to their former duties but no later than one week of their submitting such medical advice to the Chief Librarian.
- (c) Voluntary permanent reduction in classification for non-medical reasons may be considered, but each case will be judged on its own merits. Where such a reduction is approved by the Chief Librarian the Employee shall be governed by Sub-section 9.16 (a) above. Only when a vacancy exists will an Employee be allowed to apply for a move back to their previous positions level.

#### **9.17 Benefit Committee**

The parties agree that during the life of this Agreement a Joint Committee will be struck to review the current benefit structure and to set a framework and bring forward recommendations for possible changes. It is further agreed that should outside consultants be used in this process, the cost will be split equally by the Association and District management.

### **ARTICLE 10 — LEAVES OF ABSENCE**

#### **10.01 Association Business**

Upon application and upon receiving permission of the Chief Librarian or appointed substitute in each case, time off shall be granted to official

representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, such decision shall be subject to the review of the Board.

## **10.02 Bereavement Leave**

- (a) Any Permanent Full-time Employee and Temporary Full-time Employee who has completed six (6) months of employment, may be granted Bereavement Leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the Employee for at least one year and who is publicly represented as the member's spouse;
  - (ii) in the case of the death of any other relative if living in the Employee's household; or
  - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (b) Any Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02 (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Sub-sections 10.02 (a) and (b) herein shall be submitted to the Chief Librarian who will determine and approve the number of days required in each case.
- (d) An Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02 (a) herein may be granted such leave when on Annual Vacation if approved by the Chief Librarian. An Employee who is absent on Sick Leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such Bereavement Leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Chief Librarian, an Employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or

a mourner in any case other than one covered by Sub-section 10.02 (a).

### **10.03 Maternity and Parental Leave**

(a) Length of Leave

(i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Maternity Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay. Maternity Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Maternity Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Maternity Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and can not be parceled into separate periods.

(ii) *Birth Father and Adoptive Parent*

An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) *Extensions – Special Circumstances:*

A 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 work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay.

(iv) The maximum combined period for EI benefits for an Employee on Maternity and Parental Leave, including special circumstances, shall be fifty-two (52) weeks.

(b) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Maternity Leave shall provide their Department Head with a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided no later than three (3) months prior to the estimated date of birth. A Medical Certificate form is available from the Human Resources Department or the District's Intranet (<http://intradwv/intranet/index.htm>).
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Maternity Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) 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 the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a short period must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide as much notice as possible.

(c) Return to Work

- (i) An Employee who has been granted Maternity Leave or Parental Leave shall notify their Department Head at least *four (4) weeks* before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.
- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the West Vancouver Memorial Library.

- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Maternity Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.
  - (iv) Employees requesting to work in a shorter period of time as defined in 10.03(b)(v) above, shall notify the Employer at least one (1) week before the date the Employee proposes to return to work.
- (d) Sick Leave
- (i) An Employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
  - (ii) Subject to Sub-section 10.03(d)(i), an Employee on Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to pregnancy, provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician. Notwithstanding provision 10.03(a)(i) such Sick Leave with or without pay will not be charged against the Maternity Leave.
- (e) Benefits
- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Maternity and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.
  - (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Pension (Municipal) Act*. The Employee's and Employer's portions must be paid at the time of purchase.
- (f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 10.03(a)(b)(c)(d) and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.

#### **10.04 Adoption Leave**

- (a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 10.03(a)(ii), (b)(vi), (c)(ii)(iii), e(i)(ii) and (f).

- (b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.
- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age.

### **10.05 Jury Duty**

In the event an Employee is required to serve on a Jury, or is called for Jury Duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Board any allowance received for serving on such Jury. The Employee is to perform their normal duties for the Board when they are not required to serve as a juror or report for Jury Duty. (Refer to District HR Policy 7.2, *Court Attendance and Jury Duty*.)

## **ARTICLE 11 — VACATIONS FOR PERMANENT FULL-TIME EMPLOYEES**

**11.01** Vacation pay for all other Employees shall be as shown in Schedule B.

**11.02** In all cases of termination of service for any reason, adjustment will be made for any over-payment of Vacation.

### **11.03 Regular Vacations**

- (a) Paid Annual Vacations for all Permanent Full-time Employees shall be as follows. When a change in status between Permanent Full-time and Part-time occurs, vacation entitlement will be adjusted accordingly. No Employees will lose any entitlement already earned as a result of a change of status:
  - (i) 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*.

#### Librarians

- (ii) In the first part calendar year of service, Vacation will be granted on the basis of one-twelfth (1/12) of twenty-two (22) working days for each month or portion of a month greater than one-half (1/2) worked by June 30, 1999, December 31, 2000 and December 31, 2001. [See 11.07(i) for the definition of a calendar year.]
- (iii) During the second and all subsequent calendar years of service - twenty-two (22) working days.

- (iv) In the first calendar year of service or part thereof, vacation will be granted on the basis of ten (10) days pro-rated.
- (v) During the second (2<sup>nd</sup>) full calendar year of service up to and including the seventh (7<sup>th</sup>) calendar year of service - fifteen (15) working days.
- (vi) During the eighth (8<sup>th</sup>) calendar year of service up to and including the fifteenth (15<sup>th</sup>) calendar year of service – twenty (20) working days.
- (vii) During the sixteenth (16<sup>th</sup>) calendar year of service up to and including the twenty-third (23<sup>rd</sup>) calendar year of service – twenty-five (25) working days.
- (viii) During the twenty-fourth (24<sup>th</sup>) calendar year of service and all subsequent years of service - thirty (30) working days.

(b) **Vacation Adjustment Due to WCB/Sick Leave**

Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year will not result in any reduction of Vacation entitlement.
- (ii) Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year will result in the pro-rating of Vacation credits according to the following formula:
 
$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$
- (iii) Under no circumstances shall Vacation entitlement arising from the application of Article 12 be reduced below fifteen (15) working days of Vacation entitlement.

**11.04 Supplementary Vacation**

A supplementary of five (5) working days extra Vacation in the 11<sup>th</sup> and 16<sup>th</sup> year shall be provided as follows:

- (a) Each Employee who is in their eleventh (11<sup>th</sup>) or sixteenth (16<sup>th</sup>) calendar year of service shall thereupon become entitled to five (5) working days of Supplementary Vacation. Such Vacation will be credited on January 31<sup>st</sup> in the calendar year of entitlement.

- (b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (c) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "C" and forms part of this Collective Agreement.

#### **11.05 Vacation Entitlement upon Retirement or Termination**

- (a) All Permanent Employees who terminate their employment with the Board after having reached minimum Retirement age as defined in the *Pension (Municipal) Act* shall be entitled to Vacation Entitlement as follows:
  - leaving between January 01 and March 31, one-half (1/2) of the full Vacation entitlement;
  - leaving between April 01 and December 31, full Vacation entitlement.
- (b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

#### **11.06 Early Retirement**

- (a) Staff Other Than Professional Librarians

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 their 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 their Vacation into an Early Retirement Bank.

- (b) Professional Librarians

During the eighteenth (18th) and subsequent years of service a Librarian shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. During the twenty-sixth (26th) and subsequent years of service a Librarian shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank.

- (c) Vacation deferred as in 11.06 (a) and (b) above may only be taken immediately prior to Retirement. The Board may, at its sole discretion, permit an Employee to use such banked Vacation under other circumstances.

**11.07** Vacations shall be as outlined in 11.02 above, PROVIDED THAT:

- (a) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive Vacation for the calendar year in which Termination occurs on the basis of one-twelfth (1/12) of their Vacation Entitlement for that year for each month or portion of a month greater than one half (1/2) worked to the date of Termination.
- (b) Where a dispute arises over Seniority for VACATIONS ONLY between Permanent Part-time and Permanent Full-time Employees, it is agreed that the Seniority should be determined by the percentage of time worked, times years of service.

Example

An Employee working four-fifths (4/5) time for ten (10) years would have:

Four-fifths (4/5) x ten (10) = Eight (8) years of service

or

An Employee who worked five (5) years four-fifths (4/5) time and five (5) years at three-fifths (3/5) time would have:

Four-fifths (4/5) x five (5) = Four (4) years plus three-fifths (3/5) x five (5) = Three (3) years for a total of seven (7) years of service

- (c) Except as provided in Schedule C, "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of Regular Vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of Regular Vacation is taken in the current year. Such carry-over is subject to the approval of the Chief Librarian. Vacations carried over shall be taken in accordance with the requirements shown in 11.07 (d) and (e). If vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the first pay period after April 1.
- (d) An Employee qualifying for and intending to carry over Regular Vacation shall notify the Chief Librarian by October 31st of the year in which the Vacation was earned. Extenuating circumstances excepted.
- (e) An Employee qualifying for and intending to carry over Supplementary Vacation from one year to the next year, and subject to Schedule C, shall notify the Chief Librarian by October 31st of the current year.

- (f) All Vacation Entitlement is to be taken by December 31st of the year in which the Vacation was earned, excepting Vacation carried over which has to be taken by December 31st of the year the Vacation was carried over to and further excepting Supplementary Vacation carried over in accordance with Schedule C. Extenuating circumstances excepted.

Supplementary Vacation days may be taken in years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16th) year.

- (g) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31st of each year.
- (h) Entitlement in working days is based upon a five (5) day work week.
- (i) "Calendar Year" for the purpose of earning Vacation credits shall be January 1st through December 31st.

"Calendar Year" for the purpose of taking vacation time off shall be January 1st to the next following December 31st.

## **ARTICLE 12 — STATUTORY HOLIDAYS**

**12.01** Pay for Statutory Holidays for all Employees except Permanent Employees shall be as shown in Schedule B. Paid Statutory Holidays for all Permanent Employees shall be as follows:

### **12.02 Entitlement**

- (a) All Employees hired on a full-time continuous basis shall qualify for pay on the Statutory Holidays shown in 12.02 (b) commencing with the first such Statutory Holiday following their date of employment.
- (b) A holiday with pay shall be given to Employees qualified as outlined in Sub-section 12.02 (a) on the following Statutory Holidays:

New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a Statutory Holiday by the Federal or Provincial Government or the Municipality. When a Statutory Holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the Chief Librarian.

- (c) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on Annual Vacation or Leave of Absence

With Pay, on the Employee's last scheduled working day prior to and the Employee's first scheduled working day immediately following the holiday.

- (d) Part-time Employees who, in accordance with Schedule B, Section B2.02 have opted for fringe benefits in place of twelve percent (12%) (in lieu of benefits) shall, upon opting for fringe benefits, become entitled to Statutory Holiday pay for the holidays listed in 12.02 (b) above, based on the average of the Employee's regular hours for the months in which the Statutory Holiday occurs.

### **12.03 Statutory Holidays Occurring on Week-ends**

- (a) Statutory Holidays occurring on week-ends shall be observed as shown in (i) and (ii) below, provided they occur at a time of the year when the Library is not open to the public on Sundays:
  - (i) Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
  - (ii) Where two Statutory Holidays occur on two consecutive days, being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (b) Where the Statutory Holiday falls on a Sunday when the Library would normally be open, the Statutory Holiday shall be observed that day and staff scheduling will be arranged so that Permanent Employees receive the number of consecutive days off they would have been entitled to had the Library not been open.

## **ARTICLE 13 — SENIORITY**

**13.01** The definition of Seniority as shown in Section 14.02 shall apply in cases of Layoff only.

**13.02** The following definition of Seniority will not apply in cases of Layoff.

- (a) **Permanent Employees** only shall have rights based on Seniority. In making promotions, transfers and demotions the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent Employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- (b) **Permanent Part-time Employees** shall have Seniority rights based on 'equivalent time' relative to the Permanent Full-time Employees.

### **13.03 Seniority While on Leave**

Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.

### **13.04 Seniority Accrual**

Seniority will not accrue during the following:

- (a) unpaid suspension over five days;
- (b) unpaid leave of absence in excess of thirty days (except for reason of illness/injury);
- (c) during LTD;
- (d) during lay-off.

## **ARTICLE 14 — LAYOFF, BUMPING, RECALL AND COMPENSATION**

### **14.01 Layoff and Recall**

In the event of a conflict between this Article 14 and any other provision of the Agreement, this Article shall apply.

### **14.02** For the purpose of this Section, the following definitions apply:

**“Affected Employee”** means an Employee whose position has been made redundant as a result of a Layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as “affected positions”;

**“Bump”** means the right of an affected Employee to be re-assigned by the Board to an eligible position either lateral or lower;

**“Eligible Lateral Position”** means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

**“Eligible Lower Position”** means a position for which an Employee is qualified, at a lower pay level;

**“Laid-off Employee”** means an affected Employee who ceases work as a result of a Layoff;

**“Layoff”** means a reduction of the work force for an indefinite period of time;

**“Other Employment”** means work of a Temporary, Casual or Part-time nature that may be made available by the Board to Laid-off Employees

and does not constitute a Recall as herein defined, nor does it qualify a Laid-off Employee for Seniority accumulation;

**“Pay Level”** means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

**“Position Status”** means the designation of a position as Permanent Full-time, or Permanent Part-time;

**“Qualified”** means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Board and the requisite qualifications to perform the duties and fulfill the responsibilities of a position, and “qualifications” has a similar meaning;

**“Recall”** means the return of a Laid-off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the Layoff and at a pay level equal to or lower than the Employee's previous classification; “Recall” also means the return of a Laid-off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

**“Report to Work”** means on the job at the appointed time and able to perform the work assigned. “Reporting to work” has a similar meaning;

**“Seniority”** means length of continuous employment with the Board since the last date of hire with the Board for Permanent Full-time Employees and hours worked since last date of hire with the Board for Permanent Part-time Employees; “length of continuous employment” does not include hours worked classed as overtime;

**“Terminated Employee”** means an Employee who is terminated pursuant to 14.04 (f), or who elects or is deemed to have elected Compensation pursuant to 14.05;

**“Work Force”** means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period, it being understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a Layoff occurs in that classification.

### **14.03 Layoffs**

The Board agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible lay-offs is underway.

The following principles shall apply in the event of a Layoff:

- (a) Subject to 14.03 (c) (iii):

- (i) The Board shall notify the Association advising it of the redundant position(s) the pattern of bumping and the name(s) of affected Employees. Such notice shall be written and shall also be given individually in writing to the affected Employees.
  - (ii) The notice shall be given to both the Association and the affected Employee(s) at the end of the Employee's last shift of their work week then current. The Employee and the Association shall both have two (2) working days in which to respond to the Board's notice.
- (b) The pattern of bumping shall be established by the Board in accordance with the principle that an affected Employee shall bump the Employee with the least Seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater Seniority than the incumbent.
- (c) (i) The Board shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed in 14.03 (a)(ii) above. Affected Employees shall have two (2) working days from receipt of the notice to advise the Board in writing of their rejection of the bumping assignment.
- (ii) If an Employee who has been advised of their bumping assignment as per 14.03 (a)(i) above does not accept such assignment, that Employee is to advise the Chief Librarian in writing within the two (2) working days above specified of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Chief Librarian shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be Laid-off) is to be immediately given to the Chief Librarian.
- (iii) Notwithstanding 14.03 (a)(ii) Employees who are to be bumped as a result of the Board's acceptance of the alternative proposed in 14.03 (c) (ii) above shall be notified at the earliest opportunity of either bumping assignment or Layoff and, if bumping is applicable, shall then be governed by the procedure outlined in 14.03 (c) (ii) above. The Association will also receive written advice of such bumping assignment or Layoff.
- (iv) Process 14.03 (a)(i) above shall take no longer than two (2) working days; process 14.03 (a)(i) plus (ii) shall take no longer than three (3) working days. Under no circumstances will the process outlined take more than (2) two working days for

14.03 (a)(i) or two (2) working days plus a further one (1) working day for 14.03 (a)(i) plus (ii), i.e., three (3) working days. Working days are calculated commencing with the receipt by the Employee of the Board's original notice of bumping assignment.

- (d) Affected Employees who because of qualifications or Seniority cannot be re-assigned within the bumping pattern, or who opt not to bump pursuant to Sub-section 14.03 (c) shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of Layoff.
- (e) Affected Employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
- (f) Benefits for Laid-off Employees shall cease on the effective date of Layoff with the exception of Medical, Extended Health and Dental, which shall be discontinued effective the end of the month in which the effective date of Layoff occurs, unless the Laid-off Employee elects to pay 100% of the premium for these benefits during each month of the Layoff, and subject to the approval of respective insurance carriers. Continuation of benefits coverage under this option will only be extended for a maximum of twelve (12) months from the date of Layoff.
- (g) At least five (5) working days prior to their effective date of Layoff (or if payment in lieu of notice is given), Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 14.04 Recall OR Section 14.05 Compensation. If an Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected 14.05 Compensation.
- (h) Seniority shall cease to accumulate effective with the date the Employee is Laid-off.

#### **14.04 Recall**

The following shall apply only to Laid-off Employees who have elected this process pursuant to 14.03 (g).

- (a) Laid-off Employees shall be eligible for Recall for a period of twelve (12) months following their effective date of Layoff.
- (b) The Board shall make every reasonable attempt to contact and Recall Laid-off Employees in order of Seniority, subject to their qualifications.
- (c) The Board shall specify the time when a Laid-off Employee shall return to work. A Laid-off Employee who has accepted the Board's

Recall but who does not report to work within forty-eight (48) hours of Recall or who refuses such a Recall shall be treated as follows:

- (i) If failure to report to work within forty-eight (48) hours of the Recall is the Employee's first (1st) failure to report to work for a Recall, then the Employee shall be moved to the bottom of the eligibility list; however, if this is not the Employee's first failure to report following Recall, i.e., there has been one previous failure to report on the Employee's part then the Employee shall no longer be eligible for Recall and shall be deemed terminated.
- (ii)
  - A. If a Laid-off Permanent Full-time Employee refuses a Recall to Permanent Full-time employment, then the Employee shall no longer be eligible for Recall and shall be deemed terminated. The same also applies to a Laid-off Permanent Part-time Employee who refuses a Recall to Permanent Part-time employment.
  - B. A Laid-off Permanent Full-time Employee shall have the right to refuse a Recall to Non-permanent Full-time employment without losing their position on the Board's Recall List.
  - C. A Laid-off Permanent Part-time Employee shall have the right to refuse a Recall to Non-permanent Part-time employment without losing their position on the Board's Recall List
- (d) The Board may extend the time limits in (c) above where extenuating circumstances exist.
- (e) Benefits for Employees who are recalled shall be reinstated effective the first (1st) day of the month following Recall, provided the eligibility period has been met. Service-related benefits shall be pro-rated by the period of Layoff. Seniority commences accumulating from the Employee's first (1st) working day following Recall.
- (f) Laid-off Employees shall be deemed terminated upon the earliest of:
  - failure to report to work for a Recall pursuant to Sub-section 14.04 (c) (i)
  - refusal of Recall pursuant to Sub-section 14.04 (c) (ii), or
  - failure to be recalled within twelve (12) months of Layoff

PROVIDED THAT an Employee shall not be deemed terminated pursuant to this paragraph while working at other employment as defined herein.

- (g) No new Permanent Employees shall be hired while qualified Employees are eligible for Recall and are available for work.
- (h) Affected positions shall not be posted while qualified Employees are eligible for Recall.
- (i) A Laid-off Employee's acceptance or refusal of other employment as defined herein shall not affect Recall rights under this section.
- (j) Permanent Full-time and Permanent Part-time Employees who are recalled shall commence accumulating Seniority from the date they return to work. Such Seniority shall be added to Seniority they had accumulated to the date of their Layoff.
- (k) In administering the procedures in this Section 14.04 Recall, the Board shall, so far as is reasonably possible, attempt to reverse the Layoff/bumping pattern of affected Employees.

#### **14.05 Compensation *in the Event of Lay-off***

The following shall apply only to Laid-off Employees who have elected this process, or who are deemed to have elected this process, pursuant to Sub-section 14.03 (g):

- (a) For the purpose of Sub-section 14.05 (b) herein:

**“Week's Pay”** means a Laid-off Employee's average regular weekly earnings during the six (6) months prior to the date of the Layoff;

**“Regular Weekly Earnings”** means straight time earnings including Acting Pay and Service Pay but excluding premium pay.

- (b) Laid-off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (c) Employees who elect or are deemed to have elected Compensation pursuant to Sub-section 14.03 (g) shall be considered terminated on the effective date of Layoff.

#### **14.06 Temporary Layoffs**

- (a) In the event of a reduction in the 'workforce' as defined in Section 14.02 for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Board may temporarily lay off Employees and re-allocate the remaining work without regard to Seniority provided the following principles are applied:

- (i) Employees who are not Laid-off shall retain their current rate of pay during the period of temporary Layoff.
  - (ii) Benefits for Laid-off Employees shall cease during the period of temporary Layoff EXCEPT FOR Medical, Extended Health, Dental, Group Life Insurance and Group Income Continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary Layoff. Service-related benefits including Vacations, Service Pay, Service Pay increments and salary and wage increments shall be prorated by the period of temporary Layoff; however, Seniority shall not be accumulated.
  - (iii) Laid-off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary Layoff.
- (b) If, during the period of temporary Layoff, the Board determines that the Layoff will exceed twenty-eight (28) calendar days, or if all Laid-off Employees are not recalled within twenty-eight (28) days, then the Board shall apply the provisions of Sections 14.01 to 14.05.

#### **14.07 Emergency Suspensions of Work**

- (a) In all cases of potential Layoff due to extraordinary conditions, every effort shall be made to share the remaining work amongst all the Employees within appropriate classifications prior to steps being taken to activate a Layoff.
- (b) Except in cases of emergency (as determined by the Board), when Layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been Laid-off under this Section 14.07.
- (c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board may temporarily suspend work without notice.

### **ARTICLE 15 — WORKING CONDITIONS**

#### **15.01 Hours of Work**

- (a) The normal hours of work for Employees other than Librarians and Building Maintenance Worker covered by this Agreement shall be thirty-five (35) hours per week.
- (b) The normal hours of work for Librarians and Building Maintenance Worker shall be thirty-seven and one-half (37-1/2) hours per week.

- (c) The daily hours of work shall be set by the Chief Librarian and may be varied within the normal operating range of the Library. However:
  - (i) no Clerical Employee shall work more than eight (8) hours in one day nor more than five (5) days in one (1) week nor more than an average of thirty-five (35) hours per week;
  - (ii) no Librarians or Building Maintenance Worker shall work more than eight (8) hours in one (1) day nor more than five (5) days in one (1) week, nor more than an average of thirty-seven and one-half (37-1/2) hours per week.
- (d) A ten (10) minute rest period shall be allowed during each half (1/2) of a normal work day. The meal period shall be one half (1/2) hour for Building Maintenance Worker and one (1) hour for Librarians and other Employees.
- (e) Permanent Employees only shall have at least two (2) consecutive days off complementary to each weekly shift. Exceptions to this rule are:
  - (i) Mandatory  

If the Board requires an Employee to commence work prior to the completion of thirty-two (32) hours away from work the Employee will be paid an additional two (2) hours at straight time by way of a bonus.
  - (ii) Voluntary  

The Board will accept written requests from Employees who wish the Board to apply to the BC Employment Standards Branch for exemption of this requirement and in compliance with Section 35 of the *Employment Standards Act*.

## 15.02 Overtime

Hours worked in excess of the normal work day shall be compensated for on the following basis:

- (a) Overtime will be defined in the case of Permanent Full-time and Temporary Full-time Employees as:
  - (i) time worked immediately following an Employee's regular shift; or
  - (ii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or

(iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.

(b) Overtime will be paid at:

Time and One-Half (1-1/2x) For the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

Double Time (2x)

For all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

Double Time (2x)

For all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift.

(c) Except as hereinafter provided, all overtime shall be paid in cash, based on normal overtime rates. Either the Employee or Chief Librarian may propose that such Compensation be taken as time off in lieu, at a time mutually agreeable between the Employee and Chief Librarian.

Overtime for Employees who are not Full-time shall commence once they have completed the Full-time equivalent hours for the shift the Employee is working.

### **15.03 Call-Out**

(a) Call-out is defined in the case of Permanent Full-time and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.

(b) (i) Call-out pay and travel time shall be at double time.

(ii) Call-out payment time shall commence when the Employee arrives at the Library and shall be based on the hours actually worked, with a minimum payment of three (3) hours.

(iii) Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time

shall be included as part of the three (3) hour minimum. For Call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)

- (iv) If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate Call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- (v) A Call-out ceases when work at the Library is complete, subject to Sub-section 15.03 (a) except for the purpose of a further Call-out as described in 15.03 (b).

#### **15.04 Scheduling**

A Permanent Employee shall be given seven (7) days notice of any change affecting the Employee's regularly scheduled days off. Where such notice is not able to be given the Employee shall be entitled to be paid two (2) extra hours at straight time.

#### **15.05 Split Shifts**

Should the Chief Librarian require a Permanent Employee to split their shift, such Employee shall be paid their regular rate of pay or overtime (as the case may require) for the hours so worked and an additional two (2) hours at straight time by way of a bonus for having to work a split shift.

#### **15.06 Shift Premium**

Permanent Library Assistants, Clerical Employees and Building Maintenance Worker shall be paid a standard shift differential of seventy-five (75) cents per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day provided that where the majority of an Employee's regular hours fall outside the period of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

#### **15.07 Payout**

Employees will be allowed to bank overtime and stand-by time with the understanding that any time in excess of five (5) days each must be taken as time off by the last pay period in May following the year in which it was earned, or it will be paid out by the second pay period in June.

## **ARTICLE 16 — MISCELLANEOUS ITEMS**

### **16.01 Memorandums of Agreement and Letters of Understanding**

Any Memorandums of Agreement, Letters of Understanding or Schedules attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

### **16.02 Agreement as to Conditions Not Mentioned**

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

### **16.03 Administrative Regulations**

The Association acknowledges the Administrative Rules and Regulations, providing such Rules and Regulations do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes in the Rules and Regulations.

### **16.04 Workforce Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

### **16.05 “Permanent Part-time Employees” Joint Committee**

The parties agree to establish a Committee to review the manner in which Permanent Part-time Employees are compensated for hours in excess of their permanent assignment. The Committee will be required to complete their work within ninety (90) days of ratification by providing a report on their findings and recommendations to the Municipal Manager, Chief Constable, Chief Librarian, and the WVMEA.

### **16.06 “Temporary Employees” Joint Committee**

Representatives from the WVMEA, the District, the Library and the Police agree to meet together for the purpose of discussing issues relative to the administration of Temporary Employees.

The terms of reference for the Committee recognize that it has no authority to make any change in current practice, but members will strive

to reach agreement on areas of contention, and present those, along with areas of disagreement, to the Municipal Manager, Chief Librarian, and Chief Constable and WVMEA for their consideration.

The issues for review include the following:

- i. Article 4.01 of the Collective Agreement as it relates to Temporary Employees and the ways in which this Article is being interpreted by the District, the Police and the Library.
- ii. The hiring, re-hiring and termination of Temporary Employees and the methods, philosophies, and practices used in this regard.
- iii. The impact on Temporary Employees of the methods, philosophies and practices used by the District, the Police and the Library in the hiring of permanent Employees.
- iv. The impact on Temporary Employees and their relationship with permanent Employees, of the Collective Agreement provisions concerning acting capacities and equipment operation.

The Committee members agree that a broad range of issues may be discussed, but that the central intent is to focus on the needs and stated concerns of Temporary Employees and the District. It is expected that the Committee will present its findings and recommendations to the Municipal Manager, Chief Librarian, Chief Constable and the WVMEA within a 120 day period of its first meeting, and this first meeting must be held prior to December 15, 2000.

## **ARTICLE 17 — ASSOCIATION REPRESENTATION**

### **17.01 Representation**

- (a) An Employee may choose to have their Association representative present at meetings with their Supervisor which the Employee believes may be the basis for disciplinary action.
- (b) Where a Supervisor intends to interview an Employee for disciplinary purposes the Supervisor shall endeavour to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the Supervisor in the exercise of their authority.
- (c) This Clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

**17.02** Notwithstanding the foregoing, it is the Supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such

discipline would not be in the best interests of either the Employee or the Board.

**17.03** For the purpose of this Section, “Association representative” and “representative” shall mean a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

**17.04 Shop Stewards**

- (a) The Library Board will recognize only one (1) Shop Steward in the Library.
- (b) The Association will supply the Chief Librarian (with a copy to the Human Resources Department of the Corporation) with a list of its Shop Stewards and Executive Officers as changes occur.
- (c) (i) For Grievance Procedure hearings the Board will not pay for more than one (1) Association Representative;
- (ii) For Negotiation Meetings for Collective Agreements the Board will not pay for more than two (2) Association representatives.

**17.05 Introduction of New Employees to Association Stewards/ Representatives**

- (a) The Board will make the necessary arrangements to enable new Employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- (b) The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- (c) The representative will advise their Supervisor that they will be attending an “Introduction” meeting. Such advice to the supervisor will be given to allow the supervisor sufficient time to make whatever operational adjustments are required to accommodate the Representative's absence.
- (d) If the Representative is unable to meet with the new Employee, the Board will have the Employee complete a “*Commencement of Employment Advice*” which will be submitted to the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

**17.06 Conciliation Committee**

- (a) The Association, in writing, may request meetings with the Board on matters of mutual interest, it being understood that permission from the Board will not unreasonably be withheld.

- (b) The terms of reference for the Library Labour Management Committee shall be included in the Library Administrative Regulations.

## **ARTICLE 18 — EMPLOYEE FILES**

### **18.01 Employee Files**

- (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's personal file in the Human Resources Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that they have seen the entry.
- (b) An Employee shall have access to all material in their personal file at a time which is mutually convenient to the Employer and only in the presence of the Director of Human Resources or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.
- (c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Human Resources Department.
- (d) Critical and complimentary references shall be removed from an Employee's file only after completion of a five (5) year period from the time of the incident, excepting instances of a recurring nature whereby the five (5) years will be calculated from the most recent incident. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.
- (e) An Employee may request copies of personal file documents but will be responsible for reimbursing the Corporation with the cost of such copies.
- (f) No copies of Performance Appraisal reports will be provided.

## **ARTICLE 19 — GRIEVANCE PROCEDURE**

### **19.01 Definition**

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the Grievance Procedure established by this Agreement,

notify the other party in writing of its desire to submit the difference to the Conciliation Committee or to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia*.

## **19.02 Grievance Procedure**

It is the intent of the parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose. Timelines are a matter of substance, but may be modified by mutual consent:

- (a) Step One: Any aggrieved Employee or Employees shall first discuss the matter with the Department Head not later than fourteen (14) working days after the date the Employee first became aware of the occurrence of the incident. Both parties shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within (10) working days, the grievance will be advanced to the next step.
- (b) Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Chief Librarian, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Chief Librarian and a Human Resources representative, and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance will be advanced to the next step.
- (c) Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Library Board who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association representative(s) and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance may be advanced to arbitration.

**19.03** In the event there is an Association grievance as such, or a Library grievance as such, either party may initiate the Grievance Procedure commencing at Step Three above and shall be governed by the time restraints contained therein and shall further be governed by the fourteen (14) working days reporting time restraint detailed in Step One.

**19.04** In the event there is a Board Grievance such grievance is to be directed to the Association's Business Manager.

## 19.05 Arbitration

- (a) Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance procedure, either party within five (5) days after failure to settle the difference, may notify the other in writing of its desire to submit the difference to the Conciliation Committee or to arbitration. If the Association has not responded within five (5) days or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a panel of three (3) Arbitrators unless the parties agree that it shall be a single Arbitrator. The decision of the Arbitration Board, either single or three-member, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.
- (b) **Single Arbitrator:** The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) clear days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) days after their appointment.
- (c) **Three-member Board:** If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two appointees so selected shall, within twelve (12) days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

**19.06** It is agreed between the parties hereto that the above grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Municipality and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

**19.07** Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.

**19.08** Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled "Arbitration Procedures" will apply.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the Seal of the  
**WEST VANCOUVER  
MUNICIPAL EMPLOYEES'  
ASSOCIATION** and signed by:

SIGNED by the  
**WEST VANCOUVER  
MEMORIAL LIBRARY  
BOARD:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Secretary to the Board

## PAY GRADE SALARIES

<b>Key =</b>	<b>A</b>	2.0%	2001 January 1
	<b>B</b>	3.0%	2002 April 1
	<b>C</b>	TBA	2003

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*
5830	Librarian III (7.5. hours)	26	A	25.42	26.50	27.65	28.79	30.04	
			B	26.18	27.30	28.50	29.65	30.94	
			C						
5820	Librarian II (7.5. hours)	24	A	23.44	24.40	25.42	26.50	27.65	
			B	24.14	25.13	26.18	27.30	28.48	
			C						
5810	Librarian I (7.5. hours)	21	A	20.72	21.56	22.48	23.44	24.40	
			B	21.34	22.21	23.15	24.14	25.13	
			C						
5570	Library Asst. VII	20	A	19.92	20.75	21.60	22.51	23.47	
			B	20.52	21.37	22.25	23.19	24.17	
			C						
5550	Library Asst. V	17	A	17.64	18.36	19.13	19.92	20.75	
			B	18.17	18.91	19.70	20.52	21.37	
			C						
5540	Library Asst. IV	16	A	16.95	17.64	18.36	19.13	19.92	
			B	17.46	18.17	18.91	19.70	20.52	
			C						
5530	Library Asst. III	13	A	15.07	15.65	16.27	16.95	17.64	18.36
			B	15.52	16.12	16.76	17.46	18.17	18.91
			C						
5520	Library Asst. II	12	A	14.47	15.07	15.65	16.27	16.95	17.64
			B	14.90	15.52	16.12	16.76	17.46	18.17
			C						
5510	Library Asst. I	10	A	13.38	13.93	14.47	15.07	15.65	16.27
			B	13.78	14.35	14.90	15.52	16.12	16.76
			C						
5610	Bookmobile Driver/Clerk	16	A	16.95	17.64	18.36	19.13	19.92	
			B	17.46	18.17	18.91	19.70	20.52	
			C						
5710	Building Maintenance Worker I (7.5 hours)	15	A	16.27	16.95	17.64	18.36	19.13	
			B	16.76	17.46	18.17	18.91	19.70	
			C						

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*
5720	Building Maintenance Worker II (7.5 hours)	16	A	16.95	17.64	18.36	19.13	19.92	
			B	17.46	18.17	18.91	19.70	20.52	
			C						
5730	Building Services Supervisor (7.5 hours)	17	A	17.64	18.36	19.13	19.92	20.75	
			B	18.17	18.91	19.70	20.52	21.37	
			C						
5910	Shelver		A	11.25					
			B	11.59					
			C						
1790	IS Help Desk Clerk	17	A	17.64	18.36	19.13	19.92	20.75	
			B	18.16	18.91	19.70	20.52	21.37	
			C						

**Derivation of Bi-weekly and Monthly Rates**

The hourly rates set out above 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:

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

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{monthly rate (taken to the nearest dollar)}$$

**\*STEP 6 PAY GRADE:**

The Step 6 pay grade was created in the 1994 January 01 to 1996 December 31 Agreement to deal with two situations:

- a. adjustment of percentage in lieu from 16% to 12% for temporary and casual employees;
- b. elimination of Pay Grade 9, 10 and 11 for full-time employees who were then moved into Pay Grade 12.

Step 6 is part of the pay range for groups 10, 12, and 13 only.

Step 6 adjustments based on (a) above apply to the following individuals, as of January 1, 2001:

Fabro, Andrew  
Gares, Patricia  
George, MaryAnne  
Lucas, Jane  
Mercer, Barbara

Morton, Craig  
Ryan, Joan  
Stephen, June M.  
Willis, Robyn

**HISTORY OF STEP 6 (1994-96 COLLECTIVE AGREEMENT):**

1. Effective 1995 Jan. 01, add a Step 6 to Pay Grades 10, 12, and 13.
2. Based on actual incumbent(s) as of 1995 January 01:
  - (a) Permanent Employees at Steps 1 or 2 of Pay Grade 10, 12, or 13 shall move:
    - to Step 4, effective 1995 January 01, and move:
    - to Step 6, subject to satisfactory performance of duties, effective 1996 January 01.
  - (b) Permanent Employees at Step 3, 4, and 5, of Pay Grades 10, 12, and 13 shall move, effective 1995 January 01 to Step 6.
3. Temporary and Casual Employees shall have access to Step 6, of the above pay grades, but progression through the steps will continue one step at a time, based on equivalent to full time length of service in each step.
4. Effective the day following the date of ratification, a new standardized percent in lieu of benefits rate is established at 12%
5. Effective the day following the date of ratification, all Permanent Part-time, Temporary, and Casual Employees (excepting those Employees occupying the position of "Shelver") receiving 16% in lieu of benefits will move to the new standardized rate of 12% in lieu of benefits. This new standardized 12% rate will be achieved by advancing any Permanent Part-time, Temporary, Casual or Non-permanent Employee on staff as of 1995 January 01, (except "Shelvers" as noted above) receiving 16% in lieu of benefits, one step in their respective pay grade. Permanent Part-time, Temporary, or Casual Employees who are at Step 5 in their respective Pay Grade, will be advanced to a new Step 6 in that Pay Grade. No other Employees are eligible for that step.
6. Effective the day following the date of ratification all Permanent Part-time, Temporary, and Casual "Shelvers" on staff, earning 16% in lieu of benefits will not be rolled back, but their pay scale will be adjusted to reflect the new standardized 12% in lieu of benefits rate. However, effective the day following the date of ratification, all newly hired Permanent Part-time, Temporary, and Casual, "Shelvers" will only be eligible to receive the new standardized 12% in lieu of benefits rate.

7. It is agreed that the Employees affected under the terms of this appendix will be those named on lists exchanged between the parties during bargaining. It is further agreed that these lists are subject to amendment by mutual agreement between the parties.
8. Schedule C (*changed in 1999 to Schedule B*), as it affects Permanent Part-time, Temporary, and Casual Employees will be amended to reflect that the 16% in lieu of benefits shall be replaced by the new standardized 12% in lieu of benefits rate.
9. All references to percent in lieu would be adjusted for those Employees who have opted for Superannuation. Those Employees would receive the standardized 12% in lieu of benefits rate, less the adjustment provided for any Superannuation contribution under the terms of the Collective Agreement.

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## **BENEFITS FOR PERMANENT PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

### **ARTICLE B1 — QUALIFICATION FOR BENEFITS OR PAY IN LIEU OF BENEFITS**

#### **B1.01 Casual and Temporary Employees**

Casual and Temporary Employees are entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave. Temporary Employees who become Permanent Employees shall qualify for benefits as shown in Sub-section 3 of this Schedule "B".

#### **B1.02 Permanent Part-time Employees With Over Six (6) Months Service**

Permanent Part-time Employees who have worked six (6) months of continuous service as a Part-time Employee and who regularly work twenty (20) or more hours per week, shall be provided with a one (1) time choice between receiving an additional percentage of regular salary in lieu of all benefits except those listed in 2.03 below, or actual benefits coverage. In any case where an eligible Employee opts for benefits coverage, the Library Board will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums. Benefits referred to in this sub-section are detailed in Sub-section 2 of this Schedule "B".

### **ARTICLE B2 — PERMANENT PART-TIME BENEFITS**

#### **B2.01(a) Permanent Part-time Benefits**

Permanent Part-time Employees who complete six (6) months continuous service and who opt for benefit coverage shall commence such coverage on the first (1st) day of the month immediately following the completion of six (6) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of six (6) months continuous service and the commencement of benefit coverage. The

Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for benefits referred to in this Section B2: B.C. Medical Plan; M.S.A., Extended Health; Group Life Insurance; Long-term Disability and Dental Plan.

- (b) At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

#### **B2.02 Pay in Lieu of Benefits**

All Permanent Part-time Employees shall be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits. Prior to 1996 March 05 all those Permanent Part-time Employees who have worked six (6) months but have not opted for actual benefits coverage, shall also be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits except those listed in Section B2.03.

#### **B2.03 Leave of Absence With or Without Pay**

All Permanent Part-time Employees who have worked six (6) months, shall be entitled to the same Bereavement Leave, Maternity Leave, Adoption Leave and Jury-Witness Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid Leave of Absence.

**B2.04 Past Service Recognition Plan** shall apply to Employees who were appointed Permanent Part-time 1987 December 31 or before following the completion of five (5) consecutive years of service with payment based on hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.00) per year or one half day's pay, whichever is greater, pro-rated in each case. Increments every five- (5) year period to be based on the hours worked in the fifth (5th) year of the cycle. There is no Past Service Recognition Plan Pay or Service Pay for Employees hired 1988 January 01, or after.

**B2.05 Municipal Pension Plan** contributions shall commence [for those qualified under the terms of the *Pension (Municipal) Act*] on the first (1st) day of the pay period following Permanent status. Participation in the Municipal Pension Plan shall be in accordance with the *Pension (Municipal) Act*.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

- (a) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Pension (Municipal) Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.
- (b) This Schedule "B" provides for the payment of 12% of a qualified Employee's rate of pay in lieu of fringe benefits.

**B2.06 Retirement** payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time Employee's date of retirement.

**B2.07 (a) Sick Leave** credits will only be accumulated by Permanent Part-time Employees who, following the completion of six (6) months continuous service, opt for coverage under the benefits listed in Sub-section B2.01 (a) above. Accumulation of Sick Leave credits will commence from the first (1st) day of the month immediately following the completion of six (6) months continuous service. Sick Leave credits will be based on one and a half (1 ½) days per month, pro-rated. Maximum accumulation of sick leave credits will be based on two hundred and fifty (250) days annually, pro-rated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.

Annual Sick Leave credits for Permanent Part-time Employees will be pro-rated and reduced in the same manner and subject to the same provisions as set out in Article 9 for Permanent Full-time Employees.

- (b) The twelve percent (12%) of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first (1st) day of the month which immediately follows the completion of six (6) months continuous service [as per Section B2.01.]

**B2.08 Gratuity Credits** will only be accumulated by Permanent Part-time Employees who qualify for accumulated Sick Leave shown in Section B2.07 above. Gratuity credits and deductions will be in accordance with Section 9.13 of the Collective Agreement to which this Schedule is attached but are pro-rated.

**B2.09 Paid Illness in the Family** leave from Sick Credits will be in accordance with the respective Agreement, but only for those Permanent Part-time Employees who qualify to accumulate Sick Leave credits. Any deductions will be based on a maximum of five (5) days, pro-rated.

**B2.10 (a)** Paid **Annual Vacation** leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in Section B2.01 above. Vacation entitlement will be in accordance with Article 11 of the Collective Agreement to which this Schedule is attached and will be pro-rated.

- (b) A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of six (6) months continuous service.

- (c) After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.

Annual Vacation credits for Permanent Part-time Employees will be pro-rated and reduced in the following year in the same manner and subject to the same provisions as set out in Article 11 for Permanent Full-time Employees.

- (d) Paid **Statutory Holiday** leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in Section B2.01 above. Paid Statutory Holiday leave will be provided in accordance with Article 12 of the Collective Agreement to which this Schedule is attached and will be based on

the average of the Employee's regular hours for the month in which the Statutory Holiday occurs.

**B2.11 Seniority** will be effective from the first (1st) day of employment, provided the employment has been continuous.

**B2.12 Overtime** pay for Permanent Part-time Employees shall commence only when Full-time daily and Full-time weekly hours are passed.

### **ARTICLE B3 — TEMPORARY EMPLOYEES**

#### **B3.01 Pay In Lieu of Benefits**

Temporary Employees shall be entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave.

#### **B3.02 Temporary to Permanent Status**

Commencing on the first day of the month immediately following a Temporary Employee being classified as Permanent one of the following shall apply:

- (a) If Permanent Full-time, the Employee shall be covered by all the benefits provided by Article 9 of the Collective Agreement to which this Schedule is attached, or
- (b) If Permanent Part-time and following the completion of six (6) months continuous employment and if further the Employee has opted for coverage under the benefits covered by Article 9 of the Collective Agreement, to which this Schedule is attached, the Employee shall be covered by all the benefits provided by that Section.
- (c) In cases where a Temporary Employee has opted for benefits, the percentage payment shall continue from the date of Permanent status to the day immediately preceding the date the benefit coverage is to commence.

#### **B3.03 Benefits Upon Permanent Part-time Status**

In addition to the benefits referred to in B3.02 above, Temporary Employees being classed as Permanent Full-time and Temporary

Employees being classed as Permanent Part-time and having opted for benefits coverage shall be entitled to the following:

- (a) **Past Service Recognition Plan** shall commence, for Employees who were hired 1987 December 31 or before and are appointed into a Permanent position during 1988 without any break in service following the completion of five (5) consecutive years of service provided the Employee is Permanent at the time they complete five (5) years of service. Payment will be based on the hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.) per year or one half day's pay, which ever is greater, pro-rated in each case where applicable. Increments will be in accordance with Section 9.15 of the Collective Agreement to which this Schedule is attached.
- (b) Membership in the **Municipal Pension Plan** will commence from the first (1st) day of the pay period immediately following Permanent status, provided always that the Employee has completed six (6) months continuous service. Participation in the Plan will be in accordance with the *Pension (Municipal) Act*.
- (c) **Retirement** payments will be in accordance with Section 9.08 of the Collective Agreement to which this Schedule is attached.
- (d) (i) **Sick Leave** credits will be accumulated from the first (1st) day of the month following Permanent status for Permanent Full-time and Permanent Part-time Employees, provided always that the Permanent Part-time Employee has completed six (6) months continuous service. Credits will be accumulated in accordance with Sections 9.09, 9.10 and 9.11 of the Collective Agreement to which this Schedule is attached. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Employee has Sick Leave credits.
- (ii) The applicable percentage of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first day of the month which immediately follows the date of Permanent Employee status or, in the case of a Permanent Part-time Employee with less than six (6) months continuous service, the percentage will cease on the calendar day immediately preceding the (1st) first day of the month which

immediately follows the completion of six (6) months continuous service.

- (e) **Gratuity Credits** will only be accumulated and taken by Employees with Permanent status in accordance with Section 9.13 of the Collective Agreement to which this Schedule is attached, but are prorated where required.
- (f) **Illness in Family** leave will be granted following Permanent status in accordance with Section 9.14 of the Collective Agreement to which this Schedule is attached.
- (g) Paid **Annual Vacation and Statutory Holiday** leave shall be provided in accordance with Articles 11 and 12 respectively of the Collective Agreement to which this Schedule is attached only for Temporary Employees who have been assigned Permanent status as either:
  - (i) a Permanent Full-time Employee, or as
  - (ii) a Permanent Part-time Employee who has opted for benefit coverage in lieu of the percentage payment.
  - (iii) Service for the purpose of earning the first (1st) part calendar year's vacation entitlement will commence from the date of Permanent status. After the first (1st) part calendar years of service, vacation entitlement will be calculated from the original date of continuous employment.
- (h) When Permanent, **Seniority** will be effective from the first (1st) day of continuous employment.
- (i) **Overtime** for Temporary Employees will be paid only when the Full-time daily and Full-time weekly hours are passed.

## REGULAR AND SUPPLEMENTARY VACATION

### Explanation of the Tables

- (i) The upper figures show the number of working days\* of regular annual vacation.
  
- (ii) The "5+" figures are the number of working days\* of supplementary vacation, and appear 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 five (5) days are credited.
  
- (iii) Each Employee hired after 1968 June 30 will be credited with five (5) supplementary working days at the start of their eleventh (11th) calendar year which may be taken at any time prior to the end of the fifteenth (15th) calendar year, etc.

**Effective January 1, 2000**, Employees will be credited with five (5) supplementary working days at the start of their eleventh (11th) and sixteenth (16th) calendar years which may be taken at any time prior to the end of their fifteenth (15th) and twenty-first (21st) calendar years, respectively.

\*Entitlement in working days is based upon a five (5) day work week.

HIRE DATE	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Jan 1 - Dec 31 '60	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '61	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '62	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '63	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '64	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '65	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '66	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '67	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '68	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '69	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '70	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '71	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '72	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '73	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '74	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '75	25	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '76	25	25	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '77	25	25	25	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '78	25	25	25	25	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '79	25	25	25	25	25	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '80	25	25	25	25	25	25	30	30	30	30	30	30	30
Jan 1 - Dec 31 '81	25+5	25	25	25	25	25	25	30	30	30	30	30	30
Jan 1 - Dec 31 '82	20	25+5	25	25	25	25	25	25	30	30	30	30	30
Jan 1 - Dec 31 '83	20	20	25+5	25	25	25	25	25	25	30	30	30	30
Jan 1 - Dec 31 '84	20	20	20	25+5	25	25	25	25	25	25	30	30	30
Jan 1 - Dec 31 '85	20	20	20	20	25+5	25	25	25	25	25	25	30	30
Jan 1 - Dec 31 '86	20+5	20	20	20	20	25+5	25	25	25	25	25	25	30
Jan 1 - Dec 31 '87	20	20+5	20	20	20	20	25+5	25	25	25	25	25	25
Jan 1 - Dec 31 '88	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25
Jan 1 - Dec 31 '89	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
Jan 1 - Dec 31 '90	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
Jan 1 - Dec 31 '91	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
Jan 1 - Dec 31 '92	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
Jan 1 - Dec 31 '93	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
Jan 1 - Dec 31 '94	15	15	15	15	15	20	20	20	20+5	20	20	20	20
Jan 1 - Dec 31 '95	15	15	15	15	15	15	20	20	20	20+5	20	20	20
Jan 1 - Dec 31 '96	PR	15	15	15	15	15	15	20	20	20	20+5	20	20
Jan 1 - Dec 31 '97		PR	15	15	15	15	15	15	20	20	20	20+5	20
Jan 1 - Dec 31 '98			PR	15	15	15	15	15	15	20	20	20	20+5
Jan 1 - Dec 31 '99				PR	15	15	15	15	15	15	20	20	20
Jan 1 - Dec 31 '00					PR	15	15	15	15	15	15	20	20
Jan 1 - Dec 31 '01						PR	15	15	15	15	15	15	20
Jan 1 - Dec 31 '02							PR	15	15	15	15	15	15
Jan 1 - Dec 31 '03								PR	15	15	15	15	15
Jan 1 - Dec 31 '04									PR	15	15	15	15
Jan 1 - Dec 31 '05										PR	15	15	15
Jan 1 - Dec 31 '06											PR	15	15
Jan 1 - Dec 31 '07												PR	15
Jan 1 - Dec 31 '08													PR

**Letter of Understanding  
between  
The West Vancouver Memorial Library Board  
and  
The West Vancouver Municipal Employees' Association**

This Letter of Understanding confirms an agreement reached between the parties regarding **entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.**

Notwithstanding Sub-section 9.09 (a) of this Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to 2003 December 31, and may be renewed by mutual agreement.

**Signed this 1<sup>st</sup> day of January 2001 at West Vancouver, British Columbia.**

FOR THE WEST VANCOUVER  
MEMORIAL LIBRARY BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
Business Manager

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