

COLLECTIVE AGREEMENT

BETWEEN

THE KITIMAT PUBLIC LIBRARY

ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 707

March 1, 2000 to February 28, 2003

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 MANAGEMENT'S RIGHTS	1
2.01	1
2.02	1
ARTICLE 3 UNION RECOGNITION.....	1
3.01 BARGAINING UNIT	1
3.02 WORK OF THE BARGAINING UNIT	2
3.03 AGREEMENT APPLIES TO ALL EMPLOYEES.....	2
3.04 NO OTHER AGREEMENT	2
3.05 NAMES OF UNION REPRESENTATIVES.....	2
3.06 WORK STOPPAGE OR SLOWDOWN	2
3.07 UNION REPRESENTATIVE	2
ARTICLE 4 NO DISCRIMINATION.....	2
4.01 No DISCRIMINATION.....	2
4.02 SEXUAL HARASSMENT.....	3
ARTICLE 5 UNION MEMBERSHIP	3
5.01 EMPLOYEES TO BE UNION MEMBERS.....	3
5.02 ASSOCIATION TO NOTIFY OF STAFF CHANGES.....	3
5.03 NEW EMPLOYEES TO BE ACQUAINTED	3
ARTICLE 6 CHECK-OFF OF UNION DUES	4
6.01 CHECK-OFF PAYMENTS.....	4
6.02 DEDUCTIONS	4
ARTICLE 7 CORRESPONDENCE.....	4
ARTICLE 8 LABOUR MANAGEMENT COMMITTEE.....	4
8.01 COMPOSITION OF COMMITTEE	4
8.02 MEETINGS OF COMMITTEE.....	4
8.03 FUNCTION OF THE COMMITTEE	5
ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS.....	5
9.01 REPRESENTATION.....	5
9.02 REPRESENTATION OF CANADIAN UNION	5
9.03 TECHNICAL INFORMATION	5
9.04 SHIFT CHANGES FOR REPRESENTATION	5
ARTICLE 10 GRIEVANCE PROCEDURE	5
10.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE.....	5
10.02 PERMISSION TO LEAVE WORK.....	6
10.03 DEFINITION OF GRIEVANCE.....	6
10.04 POLICY GRIEVANCE.....	7
10.05 MANAGEMENT GRIEVANCE	7
10.06 REPLIES IN WRITING.....	7
10.07 AMENDING OF TIME LIMITS	7

ARTICLE 11	ARBITRATION	7
11.01	COMPOSITION OF BOARD OF ARBITRATION	7
11.02	CONFLICT OF INTEREST OF CHAIR	8
11.03	DECISION OF THE BOARD	8
11.04	EXPENSES OF THE BOARD	8
ARTICLE 12	DISCHARGE, SUSPENSION AND DISCIPLINE.....	8
12.01	WARNING.....	8
12.02	DISCHARGE OR SUSPENSION	8
12.03	UNJUST SUSPENSION OR DISCHARGE.....	9
12.04	CROSSING OF PICKET LINES DURING STRIKE.....	9
ARTICLE 13	SENIORITY	9
13.01	SENIORITY DEFINED	9
13.02	SENIORITY LIST	9
13.03	PROBATION FOR NEWLY HIRED EMPLOYEES	9
13.04	LOSS OF SENIORITY	10
13.05	NOTIFICATION OF EMPLOYEE STATUS.....	10
13.06	TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT	10
13.07	SUMMER STUDENTS	11
ARTICLE 14	EMPLOYEE CLASSIFICATION	11
ARTICLE 15	PROMOTIONS AND STAFF CHANGES	11
15.01	JOB POSTINGS.....	11
15.02	FORMAL TESTING	12
15.03	SENIORITY	12
15.04	TRIAL PERIOD	12
ARTICLE 16	LAYOFFS AND RECALLS.....	12
16.01	DEFINITION OF LAYOFF.....	12
16.02	ORDER OF LAYOFF.....	12
16.03	ORDER OF RECALL.....	13
16.04	NOTICE OF LAYOFF	13
16.05	SEVERANCE PAY	13
ARTICLE 17	HOURS OF WORK	14
17.01	REGULAR WEEKLY HOURS	14
17.02	REGULAR DAILY HOURS	14
17.03	WORK SCHEDULE	14
17.04	REST PERIOD	14
17.05	SPLIT SHIFT	14
17.06	COMMENCEMENT OF SHIFTS.....	15
17.07	SUNDAY PREMIUM	15
17.08	NOTICE OF SHIFT CHANGE.....	15
17.09	SHIFT PREMIUM.....	15
17.10	MINIMUM DAILY PAY.....	15
17.11	MINIMUM DAILY PAY (UNSCHEDULED SHIFT COVERAGE).....	15
ARTICLE 18	OVERTIME	15
18.01	OVERTIME DEFINED.....	15
18.02	COMPENSATION FOR WORKING OVERTIME.....	16
18.03	OVERTIME TO BE VOLUNTARY	16
18.04	COMPENSATING TIME OFF	16
18.05	NO PYRAMIDING	16
18.06	BANKED OVERTIME	16

ARTICLE 19	EMERGENCY CALLOUT	17
19.01	CALLOUT DEFINED.....	17
19.02	CALLOUT COMPENSATION.....	17
ARTICLE 20	STATUTORY HOLIDAYS	17
20.01	PAID HOLIDAYS	17
20.02	ENTITLEMENT.....	17
20.03	PAY FOR STATUTORY HOLIDAY	18
20.04	STATUTORY HOLIDAY DURING VACATION	18
20.05	WORK ON A STATUTORY HOLIDAY	18
ARTICLE 21	VACATIONS	19
21.01	LENGTH OF VACATIONS.....	19
21.02	PAYMENT FOR VACATIONS	19
21.03	VACATION PAY UPON TERMINATION.....	20
21.04	REQUEST FOR VACATION PERIOD	20
21.05	VACATION CARRY OVER.....	20
21.06	BROKEN VACATION PERIODS.....	20
21.07	ILLNESS OR BEREAVEMENT DURING VACATION.....	21
21.08	TAKING VACATION.....	21
ARTICLE 22	SICK LEAVE (SHORT TERM DISABILITY).....	21
22.01	PERIOD OF DISABILITY	21
22.02	SICK LEAVE PAYMENT.....	21
22.03	DISABILITIES NOT ELIGIBLE FOR PAYMENT	23
22.04	CONTINUING DISABILITY.....	23
ARTICLE 23	LEAVE OF ABSENCE	24
23.01	NEGOTIATION PAY PROVISION.....	24
23.02	NO LOSS OF PAY WHEN CONFERRING WITH CHIEF LIBRARIAN	24
23.03	LEAVE OF ABSENCE FOR UNION FUNCTIONS	24
23.04	LEAVE OF ABSENCE FOR FULL-TIME UNION DUTIES.....	25
23.05	ARRANGEMENT FOR PAY DURING LEAVE OF ABSENCE FOR UNION DUTIES	25
23.06	PAID BEREAVEMENT LEAVE	25
23.07	PAID JURY OR COURT DUTY LEAVE	25
23.08	PALLBEARER'S LEAVE.....	25
23.09	MATERNITY LEAVE.....	25
23.10	ADOPTION LEAVE	26
23.11	GENERAL LEAVE.....	26
23.12	LEAVE FOR PUBLIC DUTIES	27
23.13	LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS	27
ARTICLE 24	PAYMENT OF WAGES AND ALLOWANCES.....	27
24.01	PAY DAYS	27
24.02	PAY ON TERMINATION	27
24.03	PAY ON PROMOTION	28
24.04	PAY ON TEMPORARY ASSIGNMENT	28
24.05	USE OF PERSONAL AUTOMOBILE.....	28
ARTICLE 25	JOB EVALUATION	28
25.01	NEW CLASSIFICATION	28
25.02	REQUEST FOR REVIEW.....	29
25.03	RED CIRCLE.....	29

ARTICLE 26	EMPLOYEE BENEFIT PLANS	29
26.01	ASSOCIATION TO PROVIDE BENEFIT PLANS	29
26.02	HEALTH PLANS	30
26.03	GROUP INSURANCE	31
26.04	LONG TERM DISABILITY PLAN	31
26.05	PENSION (MUNICIPAL) ACT	32
26.06	MSP/PACIFIC BLUE CROSS EXTENDED HEALTH FOR RETIRING EMPLOYEES	32
ARTICLE 27	SAFETY AND HEALTH	32
27.01	PAY FOR INJURED EMPLOYEES	32
27.02	WORKING ALONE	32
ARTICLE 28	TECHNOLOGICAL CHANGE	32
28.01	DEFINITION	32
28.02	TERMS	33
28.03	EXEMPTION FROM IRA	33
28.04	SEVERANCE PAY	33
ARTICLE 29	CONTRACTING OUT	34
29.01	CONTRACTING OUT CONDITIONS	34
29.02	SEVERANCE PAY	34
29.03	NOTIFICATION	35
ARTICLE 30	GENERAL CONDITIONS	35
30.01	EMPLOYEE RECORDS	35
30.02	CHAIN OF COMMAND	35
30.03	BULLETIN BOARDS	35
30.04	UNION LABEL	35
30.05	PRINTING OF AGREEMENT	35
30.06	UNION ACTIVITIES	35
30.07	ATTENDANCE AT CONFERENCES	36
30.08	SUPERANNUATION - BUY BACK	36
30.09	COMMUNITY LIBRARIAN COURSE	36
30.10	INDEMNIFICATION	37
ARTICLE 31	GENERAL	37
31.01	PLURAL OR FEMININE TERMS MAY APPLY	37
ARTICLE 32	TERM OF AGREEMENT	37
32.01	TERM OF AGREEMENT	37
32.02	RETROACTIVITY	37
LETTER OF INTENT		38
SCHEDULE "A"		38
LETTER OF AGREEMENT #1		40
RE: NO HARASSMENT/RESPECT IN THE WORKPLACE		40
LETTER OF AGREEMENT #2		44
RE: TEMPORARY AND CASUAL EMPLOYMENT SENIORITY		44
LETTER OF AGREEMENT #3		46
RE: STUDENT EMPLOYMENT PROGRAM		46

THIS AGREEMENT made this 1st day of March, 2000

BETWEEN: THE KITIMAT PUBLIC LIBRARY ASSOCIATION
(hereinafter called the "Association")
of the first part

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 707
(hereinafter called the "Union")
of the second part

ARTICLE 1 PREAMBLE

The objective of this Agreement is to promote harmonious relations, co-operation and understanding between the Association and its employees, and to provide:

- (a) A basis of mutual understanding on conditions of employment, hours of work, and rates of pay;
- (b) For the prompt, fair and peaceful settlement of disputes or grievances;
- (c) The people of the District of Kitimat with the highest standard of Library operations and services.
- (d) For the promotion of the morale, well-being and security of all employees in the bargaining unit.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 Subject to the terms of this Agreement and without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Association to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, layoff, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The Association shall not exercise its rights to direct the working forces in a discriminatory manner.

2.02 The parties agree that the foregoing enumeration of management's rights shall be vested in the Chief Librarian or delegate.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Unit

The Association recognizes the Union as the sole collective bargaining agent for

those employees it is certified to represent by the British Columbia Labour Relations Board.

3.02 Work of the Bargaining Unit

Exempt employees of the Association shall not work on any jobs normally performed by a person in the bargaining unit, should the result be a reduction in the normally scheduled hours or regular pay of a bargaining unit employee.

If the Association intends to establish an additional exempt position, it shall discuss the matter with the Union.

3.03 Agreement Applies to all Employees

This Collective Agreement is fully applicable to all employees unless otherwise specified.

3.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Association or its representatives which may conflict with the terms of this Collective Agreement.

3.05 Names of Union Representatives

The Union shall notify the Association in writing of the names of its Officers, officials and Library shop stewards.

3.06 Work Stoppage or Slowdown

The Union agrees that a dispute shall not result in any work stoppage or slowdown in the Association's operations.

3.07 Union Representative

The Union shall appoint two (2) Shop Stewards from among the Library workers.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The Association and Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, colour, place of origin, ancestry, religion or lack of religion, political affiliation or activity, sexual

orientation, sex or marital status, physical handicap, family status, familial relationship, nor by reason of their membership or activity or lack of activity in the Union.

4.02 Sexual Harassment

Sexual harassment shall be defined as any unwanted and repeated sexually oriented practice from one employee to another that affects employment. Sexual harassment shall be addressed as follows:

- (i) An investigation shall take place according to the procedure outlined in the Letter of Agreement No Harassment/Respect in the Workplace.
- (ii) If unresolved in (i) the matter may be submitted as a Step 3 grievance.

"Explanatory Note"

Employee refers to employees in and out of the bargaining unit.

ARTICLE 5 UNION MEMBERSHIP

5.01 Employees to be Union Members

All employees who are members of the Union shall maintain such membership in good standing as a condition of employment.

Every employee hired on or after May 3, 1990 shall, as a condition of employment, join the Union after not more than fifteen (15) calendar days and shall maintain membership in good standing. The Association, if supplied with Union membership application forms, shall cause these to be delivered to each new employee on date of hiring, or as soon thereafter as is practicable and require the employee to sign it and return it to the Association. The Association shall cause these to be delivered to the Union.

5.02 Association to Notify of Staff Changes

The Association undertakes to advise the Shop Steward, in writing on or before the 5th day of each calendar month, the names of all appointments, hiring, layoffs, recalls and terminations during the preceding calendar month.

5.03 New Employees to be Acquainted

The Association agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment dealing with union membership and dues check-off. The Association shall provide each new regular employee and Page with a copy of this Agreement and her job description. Each new employee shall be introduced to her Shop Steward. A copy of the Collective agreement shall be kept in the staff room.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Association shall cause to be deducted from every employee any dues, initiation fees or assessments levied by the Union. An employee shall, as a condition of employment, provide the Association with a signed authorization. For new employees, deductions shall commence with the second pay period following the day of hiring.

6.02 Deductions

The Association shall cause to be deducted from the appropriate payroll the amount owing to the Union by each employee and shall forward such monies to the Secretary-Treasurer of the Union during the week following the deduction, accompanied by a list of the employees for whom the deductions were made.

ARTICLE 7 CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Librarian and the Shop Steward. A copy of any correspondence other than routine items between the Chief Librarian or designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Shop Steward, unless otherwise specified in this Agreement.

ARTICLE 8 LABOUR MANAGEMENT COMMITTEE

8.01 Composition of Committee

The Committee shall be composed of a maximum of three (3) representatives of the Union and three (3) representatives of the Association. The Union's representative shall include the Shop Steward. The Association's representatives shall include the Personnel Committee Chair.

8.02 Meetings of Committee

The Committee shall meet quarterly at a mutually agreed time and place. Additional meetings can be scheduled by mutual agreement. Agenda items will be provided in advance. Employees shall not suffer any loss of pay for time spent on this committee and shall not be required to attend their scheduled shift during these meetings. Minutes shall be taken at the meeting and a copy of the minutes signed by the Association and the Union and shall be posted on the staff bulletin board within ten (10) days of the meeting.

8.03 Function of the Committee

The Committee shall be advisory in nature and concern itself with items of mutual concern. Minutes will be circulated to the Shop Steward and the Association. Chairing of the committee and taking of the minutes shall alternate between the parties.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) representatives of the Union who are Library workers. The Union shall advise the Association of the Union members on the committee.

9.02 Representation of Canadian Union

The Union and Association shall have the right at any time to have the assistance of any advisor, when dealing or negotiating with the other party. The Union or Association shall, when possible, provide reasonable advance notice when advisors are to be present.

9.03 Technical Information

The Association shall make available to the Union minutes, financial statements, agendas of Board and general meetings and all other available public documents. Requests for further information shall be directed through the Chief Librarian.

9.04 Shift Changes for Representation

The Association agrees to schedule Union representatives elected or appointed under Article 9.01 so they do not double shift for negotiation sessions.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Association acknowledges the rights and duties of the Union Steward. The Steward shall assist any employee which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.

10.02 Permission to Leave Work

- (a) The Association agrees that the Steward shall not be hindered or coerced in the performance of her duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed by the Association and that she shall not leave her work, during working hours, except to perform her duties under this Agreement. Therefore, no Steward shall leave her work without obtaining the permission of her staff supervisor, which permission shall not be unreasonably withheld.
- (b) Upon obtaining the permission required under sub-section (a) of this Article, the Steward shall be permitted time off to handle grievances and her earnings shall be maintained, provided that the total combined time off with pay for both Shop Stewards shall not exceed four (4) hours per month.

10.03 Definition of Grievance

A grievance shall be defined as any difference concerning the interpretation, application or operation of this Agreement, or concerning any alleged violation thereof, or in a case where the Association, the Union, or an employee has acted unjustly or improperly, and including any questions or difference as to whether any matter is arbitrable, and such question or difference shall be dealt with, without stoppage of work, in the following manner:

Step 1

The employee(s) shall raise her concern with the Chief Librarian or Shop Steward. The Shop Steward or the Shop Steward and the grievor shall meet with the Chief Librarian to determine the nature of the problem and to attempt to solve the problem verbally and promptly.

Step 2

Failing a satisfactory settlement being reached within one (1) calendar week after the meeting at Step 1, the Union may submit the dispute in writing outlining the issue to the Chief Librarian.

Step 3

Failing a satisfactory settlement being reached within one (1) calendar week after the dispute was submitted under Step 2, the Union may submit the dispute in writing to the Chair of the Personnel Committee, who shall have two (2) calendar weeks to make an investigation and bring about a settlement.

Step 4

If a satisfactory settlement is not reached under Step 3 within one (1) calendar week after the matter was submitted for settlement, the Union may within three (3) calendar weeks refer the matter to arbitration.

Grievances submitted to a Board of Arbitration shall, where possible, be in writing, and shall clearly specify the nature of the issue.

10.04 Policy Grievance

Union grievances of a general nature shall be submitted to the Chief Librarian, as provided in Step 1. If the grievance is not resolved by Step 3, it may proceed to arbitration as provided in Step 4.

10.05 Management Grievance

(a) The Chief Librarian shall submit the matter in writing within one (1) week from the date of the occurrence of the incident or incidents which gave rise to the grievance to the Shop Steward of the Union and seek settlement of the matter with such person.

(b) If a satisfactory settlement is not reached within one (1) week after the matter was submitted for settlement to the Union, the Association may within three (3) weeks refer the matter to arbitration.

10.06 Replies in Writing

All replies to grievances shall be in writing to the Shop Steward who presented the grievance.

10.07 Amending of Time Limits

Time limits mentioned in the Grievance and Arbitration Articles do not include part of a day or the Statutory Holidays of this Agreement and may be extended by agreement in writing by the parties.

ARTICLE 11 ARBITRATION

11.01 Composition of Board of Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party, the third, who shall be chair, shall be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days to agree upon a chair. If they fail to agree on a chair, either party may apply to the Minister of Labour to appoint a chair. By mutual agreement, the parties may refer the matter to a single arbitrator.

11.02 Conflict of Interest of Chair

No person who, either directly or indirectly, has any interest in a grievance submitted to arbitration pursuant to the provision of these sections, or any person acting or who has acted in the capacity of solicitor, legal advisor, counsel or agent of either party within (6) months immediately preceding the date when the grievance was first brought to the attention of the other party, shall be appointed as chair of the Board of Arbitration.

11.03 Decision of the Board

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and, failing a majority award, the award of the Chair of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

11.04 Expenses of the Board

Each party shall bear the expenses of the Arbitrator appointed by such party and shall pay one-half (1/2) of the expenses of the chair and of the stenographic and other expenses of the Board, unless paid by the Industrial Relations Council.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warning

Whenever the Association deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Association shall, within one (1) week thereafter, give written particulars of such censure to the employee involved, with a copy to the Shop Steward, unless the employee indicates otherwise. All written particulars, including counselling letters, of any censure or discipline shall be removed from the employee's personnel file when twelve (12) months have elapsed since the date of the infraction, and there has been no recurrence of the infraction, and shall not be used in building a case against that employee.

12.02 Discharge or Suspension

An employee may only be suspended or discharged for just cause. An employee being suspended or discharged shall be given the reasons within five (5) working days in the presence of a Shop Steward. The Association shall confirm the reasons in writing to the employee with a copy to the Shop Steward of the Union.

12.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall immediately be reinstated in her former position, without loss of seniority, and shall be compensated wages for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line, which shall result in loss of wages for the period involved. Refusal to cross a legal picket line shall not be grounds for disciplinary action.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a Library wide basis.

13.02 Seniority List

(a) The Association shall maintain a seniority list for Regular full-time and Regular part-time Library employees. Pages, Temporary and Casual employees shall not acquire seniority. A copy of the Seniority list shall be sent to the Shop Steward and posted on the bulletin board in the Library in January of each year. An updated seniority list shall be issued and posted within thirty (30) days of any change.

(b) Pages, casual and temporary employees who become Regular employees shall have seniority back-dated based on pro-rated hours from the commencement of regular employment, until a break of ninety-one (91) calendar days occurs when the employee did not work.

13.03 Probation for Newly Hired Employees

All newly hired Regular employees shall be on probation for six (6) calendar months, from the date of hire. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. If the employee's service with the Association is broken during the probation period, then upon being re-employed the previous probation time shall be reinstated and the employee shall serve the balance of the six (6) calendar months' probation period, provided the break is twelve (12) months or

less. The probation period may be extended with the written consent of both parties.

13.04 Loss of Seniority

- (a) An employee shall not lose seniority rights if she is absent from work because of:
 - (i) services with the Armed Forces during wartime;
 - (ii) sickness;
 - (iii) disability;
 - (iv) accident;
 - (v) layoff; or,
 - (vi) leave of absence approved by the Association.

- (b) An employee shall only lose her seniority in the event:
 - (i) She is discharged for just cause and is not reinstated.
 - (ii) She resigns.
 - (iii) She is absent from work in excess of one (1) week without sufficient cause or without notifying the Association, unless such notice was not reasonably possible.
 - (iv) She fails to return to work within one (1) week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Association informed of her current address. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall; or,
 - (v) She is laid off for a period longer than six (6) months except that the period for employees with more than two (2) years' seniority shall be twelve (12) months.

13.05 Notification of Employee Status

On or before the expiration of the probationary period, the Association shall notify the employee in writing of her status.

13.06 Transfer and Seniority Outside Bargaining Unit

An employee shall not be transferred to a permanent position outside the bargaining unit without her consent. An employee promoted or transferred by the Association to a position outside the bargaining unit shall retain her seniority standing during a trial or probationary period of up to twelve (12) months. If prior to the end of this twelve (12) month period the employee returns to the bargaining unit as a result of not being confirmed in the new position she shall have such time added to her seniority standing. Such return shall not result in the layoff, demotion or bumping of an employee holding greater seniority.

An employee who has been promoted or transferred to a position outside the bargaining unit and has been in that position for over twelve (12) months shall lose her accumulated bargaining unit seniority. If subsequent to losing seniority under this clause the employee returns to a bargaining unit position such return shall not result in the layoff, demotion or bumping of another Regular employee.

13.07 Summer Students

A student hired for summer work shall not acquire seniority.

ARTICLE 14 EMPLOYEE CLASSIFICATION

14.01 Employees shall be classified by the Association as either:

- (a) Regular Full-time: means an employee hired to fill an established full-time position and has successfully completed the probation period.
- (b) Regular Part-time: means an employee working on a regular basis for less than the regular working schedule for a day or week, as defined in the Hours of Work article, and has successfully completed the probation period.
- (c) Page: means a High School or full-time College student working outside school or college hours.
- (d) Temporary: means an employee hired for a specified period of time not to exceed six (6) months. The period may be extended by the Association to ten (10) months when employment is because of an absent employee.
- (e) Casual: means an employee hired on a day-to-day basis.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

Notices of all new permanent positions and permanent vacancies inside the bargaining unit shall be posted on the notice board at the Library for a minimum of one (1) week, so that all members shall know about the vacancy or new position. Where practical, temporary positions will be appointed from among interested Regular employees. Temporary positions expected to be in excess of sixty (60) calendar days shall be posted.

The notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills and wage rate, current shift and current number of hours per week.

15.02 Formal Testing

When the Association intends to give applicants to a job posting formal tests, information on the nature of the test and the desired level of proficiency shall be noted on the posting.

15.03 Seniority

Seniority shall apply in cases of promotion, demotions and transfers when skills, competence, efficiency and qualifications of the applicants are relatively equal.

15.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months, except in the case of filling the Librarian position, the trial period shall be six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee is unable or unwilling to continue in the position, she shall be returned to her former position and wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate, without loss of seniority.

NOTE: Option to return to old position is limited to the trial period.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce, or:

- (a) A reduction in the hours of a Regular Full-time employee;
- (b) A reduction in the hours of a Regular Part-time employee to below thirteen (13) hours per week.

16.02 Order of Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their seniority providing the remaining employees can perform the work available.

Within ten (10) days of written notice of layoff, employees shall advise the Chief Librarian, in writing, of their intention to bump.

16.03 Order of Recall

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.04 Notice of Layoff

Other than casual employees, employees who are to be laid off shall be given notice in writing as specified below. It is agreed that an employee may continue to work on a day-to-day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases.

- (a) Where an employee has less than one (1) year of service, one (1) week's notice.
- (b) Where an employee has one (1) year and up to three (3) years' of service, two (2) weeks' notice, and for each subsequent year of service, an additional weeks' notice, up to a maximum of eight (8) weeks' notice.
- (c) In the case of temporary layoff of less than two (2) months one (1) week's notice.

If an employee has not had the opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not made available.

In the case of a proposed temporary layoff of less than two (2) months that in fact exceeds two (2) months, the employee shall be entitled to full payment for the balance of notice that would have been required.

16.05 Severance Pay

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay all rights under this Agreement are terminated. An employee on temporary layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

- (a) less than three (3) years' service at the time of layoff:
 - one (1) week's current pay for each year of service or major part thereof.
- (b) Three (3) or more years' service at the time of layoff:
 - for the first year of service, three (3) weeks' current pay;
 - for the second year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

ARTICLE 17 HOURS OF WORK

17.01 Regular Weekly Hours

The regular work week shall consist of thirty-five (35) hours as follows:

Any five (5) days from Monday through Sunday. The two (2) days off shall be consecutive except for Regular Full-time employees who may have split days off one (1) week in three (3).

17.02 Regular Daily Hours

The regular work day shall consist of seven (7) consecutive hours between 9:00 a.m. and 10:00 p.m., exclusive of a lunch period which shall not exceed one (1) hour. An employee who works more than four and one-half (4 ½) consecutive hours shall be given a meal period. The meal period may be waived by mutual agreement between the employee and the Chief Librarian.

17.03 Work Schedule

The work schedule shall be posted at least two (2) weeks in advance.

17.04 Rest Period

Employees shall be entitled to two (2) ten (10) minute paid rest periods during a regular work day.

Employees working a shorter day shall be entitled to a paid rest period for every three (3) consecutive hours of work.

17.05 Split Shift

Employees may be required to work a split shift, but such shift shall be confined to a twelve (12) consecutive hour period and may be broken into a maximum of two (2) parts. A break for a meal shall not constitute a split in shift. Each part of a split shift shall be for a minimum of two (2) hours. An employee shall be given a minimum of twelve (12) hours rest between the end of the previous day's shift and the commencement of the next. The following premiums shall apply to a split shift employee in accordance with the number of parts worked:

First part - \$0.65 per hour
Second part - \$0.65 per hour (not pyramided)

The above premium shall apply to all straight time hours worked on any split shift day.

17.06 Commencement of Shifts

Shifts shall commence and end at the Library or at the job site within the District of Kitimat as designated by the Chief Librarian.

17.07 Sunday Premium

Employees shall receive a premium of one dollar and ninety cents (\$1.90) per hour for all straight time hours worked on a Sunday.

17.08 Notice of Shift Change

The Association has the right to change an employee's schedule of working hours, provided that an employee is given at least forty-eight (48) hours' notice of such shift change. Failure to notify the employee(s) concerned shall necessitate the payment to the employee at the rate of time and one-half for all regular hours worked throughout her first day of work on the new shift. Notice of shift change shall be given verbally and confirmed by placing a written notice in the employee's mailbox at the Library.

17.09 Shift Premium

17.10 Minimum Daily Pay

An employee reporting for work shall be paid a minimum of two (2) hours if she does not commence work or, where she commences work, a minimum of four (4) hours.

For pages, on a day when school is in session including a designated non-instructional day and school closures with less than forty-eight (48) hours' notice, the minimum daily pay shall be two (2) hours.

17.11 Minimum Daily Pay (Unscheduled Shift Coverage)

Where the Association must provide unscheduled shift coverage and the coverage is within forty-eight (48) hours of the Association being advised of an employee absence, the Association may vary the minimum daily pay to three (3) hours for an employee who would otherwise be paid four (4) hours.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked before or after the regular work day, the regular work week or on a Statutory Holiday, as specified herein, shall be considered overtime.

18.02 Compensation for Working Overtime

All overtime work shall be paid as follows:

- (a) First two (2) hours in excess of the regular work day or regular work week at one and one-half (1-1/2) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (b) All hours in addition to the two (2) hours mentioned in (a) hereof in excess of the regular work day or regular work week at two (2) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (c) For scheduled overtime on Saturdays or the employee's first day of rest: First two (2) hours at one and one-half (1 ½) times an employee's regular basic rate and for all hours thereafter two (2) times an employee's regular basic rate.
- (d) On Sundays or the employee's second day of rest all hours at two (2) times the employee's regular basic rate.

18.03 Overtime to be Voluntary

Overtime shall be voluntary.

18.04 Compensating Time Off

The Union agrees that employees may perform work outside their regularly scheduled hours of work without pay to compensate for time off with pay approved by the Chief Librarian for periods of one (1) day or less.

18.05 No Pyramiding

Unless otherwise provided, there shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premiums apply to the same hours of work, only the higher rate shall be paid.

18.06 Banked Overtime

In lieu of pay for overtime, an employee may elect to put the hours at the appropriate overtime multiple into banked time. Banked time may be taken later as paid time off at a time mutually satisfactory to both the Association and the employee, or paid out on request. Banked time shall not exceed thirty-five (35) hours at any one time.

ARTICLE 19 EMERGENCY CALLOUT

19.01 Callout Defined

A "callout" is defined as that occasion when an employee is required to leave from and return to, except for meals, their place of residence outside of the hours of their working shift in order to perform work for the Association. Previously scheduled overtime shall not constitute a callout.

19.02 Callout Compensation

"Callout" time shall be paid at double time rates of pay. The minimum pay shall be two (2) hours at double time. The callout shall not extend beyond the conclusion of the work necessitating the callout.

ARTICLE 20 STATUTORY HOLIDAYS

20.01 Paid Holidays

The Association recognizes the following as paid holidays:

New Year's Day	Good Friday	Easter Sunday (except Regular full-time)
Easter Monday	Victoria Day	Canada Day
B.C. Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and, any other day declared or proclaimed as a Statutory Holiday by the Federal, Provincial or Municipal Government.

If by law or decree another day is substituted for the observance of any holiday, the day of observance shall be considered as the holiday insofar as payment for the listed Statutory Holiday is concerned.

20.02 Entitlement

- (a) All employees, except casual employees, shall be entitled to receive their regular pay for all Statutory Holidays falling within their period of employment provided an employee has had thirty (30) continuous calendar days' employment with the Association sometime prior to the Statutory Holiday.
- (b) Temporary employees must have worked a shift within five (5) days immediately preceding the Statutory Holiday or a shift within five (5) days after the Statutory Holiday.

- (c) Statutory Holidays falling within five (5) calendar days of a layoff or recall shall be considered to be within an employee's period of employment for purposes of this Article.
- (d) Where the Statutory Holiday is paid by the Workers' Compensation Board there shall be no additional payment.
- (e) An employee shall not be entitled when on a leave of absence without pay in excess of thirty (30) days.

20.03 Pay for Statutory Holiday

- (a) An entitled employee shall receive a day's pay at their regular basic rate for each of the Statutory Holidays. However, where the Statutory Holiday is observed on a day the employee is not scheduled to work, the Association shall have the option to grant the employee another day off in lieu thereof, or require them to take it in conjunction with their annual vacation, but in either case the day's pay shall be the sum to which they were entitled on the day the Statutory Holiday was observed.
- (b) An eligible employee temporarily employed at a rate of pay higher than their regular basic rate shall be paid, when entitled to pay for a Statutory Holiday, at the higher rate of pay providing they have been continuously employed at the higher rate for at least four (4) days out of their immediately preceding five (5) working days.
- (c) An employee who receives pay for less hours on a Statutory Holiday than would be received if the regular hours had been worked, shall be offered scheduled replacement hours in the first full week that the amount of shorted hours are known. Article 17.10 shall not be applicable to these hours.

20.04 Statutory Holiday During Vacation

If a Statutory Holiday to which an employee would otherwise be entitled falls within or in conjunction with her annual vacation period, she shall receive one (1) additional day of vacation with pay in lieu of the said Statutory Holiday, which shall be taken at a mutually agreed time.

20.05 Work on a Statutory Holiday

An employee who works on a Statutory Holiday shall be paid two (2) times her rate of pay for all hours worked.

ARTICLE 21 VACATIONS

21.01 Length of Vacations

An employee shall accumulate a vacation period based upon years of service as follows:

- (a) Less than one (1) year - an employee who has less than one (1) year's service at the end of the vacation year shall be entitled to one and one-quarter (1 ¼) working days in each calendar month in which she has worked at least half the month (hired before the seventeenth [17th] day), to a maximum of fifteen (15) working days.
- (b) In the second year to the fifth year inclusive, fifteen (15) working days per year.
- (c) In the sixth year or any year thereafter, twenty (20) working days per year.
- (d) In the thirteenth year or any year thereafter, twenty-five (25) working days per year.
- (e) In the twentieth year or any year thereafter, thirty (30) working days per year.
- (f) In the twenty-eighth year or any year thereafter, thirty-five (35) working days per year.

The "vacation year" shall mean the period between January 1 and December 31. The vacation period taken in the current year shall be the vacation entitlement accumulated at December 31 of the previous year.

21.02 Payment for Vacations

- (a) Payment for vacations shall be at the employee's current basic wage rate and shall be on a "continuous" basis by direct deposit.
- (b) For each period consisting of thirty (30) consecutive days an employee is absent from work in the vacation year, there shall be deducted from the vacation pay to which she would otherwise be entitled in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident shall be considered as time worked.
- (c) Regular Part-Time employees normally scheduled for under twenty (20) hours per week, Temporary employees, Casual employees and Pages

shall receive vacation pay on each paycheque at a rate of four percent (4%).

- (d) Regular part-time employees who have completed twelve hundred (1200) hours worked shall receive vacation pay as per the following formula: the number of hours paid per day of vacation shall be calculated by dividing the number of hours worked by the part-time employee in the preceding year by the number of days that a full-time employee would have worked (including statutory holidays) in the same year.

21.03 Vacation Pay Upon Termination

In the event of termination of employment, the provisions of the "Annual and General Holiday's Act" shall apply, unless such employee shall have given seven (7) clear days of notice of termination, in which case the basis of calculation shall be six percent (6%) of their total wages earned in the vacation year if they have over one (1) year's service and eight percent (8%) of the said amount if they have over six (6) years' service, ten percent (10%) of the said amount if they have over thirteen (13) years' service, twelve percent (12%) of the said amount if they have over twenty (20) years' service and fourteen percent (14%) of the said amount if they have over twenty-eight (28) years of service.

21.04 Request for Vacation Period

All vacations must be taken at a time satisfactory to the Association but shall, if the employee makes a request in writing at least thirty (30) days prior to a requested date, be arranged where possible in accordance with the express preference of the employee and shall be approved in writing. Except for a case of an unforeseen Library emergency, once an employee's vacation has been approved it shall not be changed except by mutual agreement.

21.05 Vacation Carry Over

An employee whose vacation entitlement is fifteen (15) working days or more, may carry five (5) of those days over into the succeeding vacation year. A request to carry over five (5) days should be submitted to the Chief Librarian before December 1st. An employee whose vacation entitlement is twenty-five (25) working days or more, may carry over ten (10) of those days into the succeeding year. A request to carry over ten (10) days should be submitted to the Chief Librarian before December 1st.

21.06 Broken Vacation Periods

Vacations may be taken in increments of not less than one (1) week with the exception that the equivalent days of one (1) week's vacation may be taken on an individual basis.

21.07 Illness or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness, incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate and must be for a minimum period of two (2) continuous days. Travel for bereavement would be related to the employee's location at the time of death.

21.08 Taking Vacation

Vacation entitlement not taken or carried over shall not be paid out. Employees are responsible for making all reasonable efforts to ensure that vacation due in a particular year is either taken or carried over as provided in this Article. Employees with excess vacation at year end must schedule and take this vacation as soon as possible which shall not be later than February 28.

ARTICLE 22 SICK LEAVE (Short Term Disability)

22.01 Period of Disability

"Period of Disability" means the period of time an employee is absent from work under the terms of this Agreement with or without pay, by virtue of being sick or disabled, exposed to a contagious disease, or under treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must make every reasonable attempt to notify her supervisor of an absence due to illness before the commencement of an employee's regular shift.

22.02 Sick Leave Payment

The Association agrees that it shall for all employees who work exclusively for the Association, and for a minimum of twenty (20) normally scheduled hours a week (extra shifts excluded), and who have completed three (3) months' continuous employment at or over twenty (20) scheduled hours per week:

(a) Effective January 1, 2001:

- (i) Pay all qualifying employees full pay at the employee's regular basic rate commencing with the first working day of disability due to hospitalization as an in-patient, up to a maximum of ninety (90) working days pay;
- (ii) For Regular Full Time employees, pay the employee full pay at the employee's regular basic rate commencing with the eleventh (11th) working hour of disability, up to a maximum of ninety (90) working days pay;

(iii) For eligible Regular Part-time employees, pay the employee full pay at the employee's regular basic rate commencing with the tenth (10th) working hour of disability, up to a maximum of ninety (90) working days pay;

(b) Effective January 1, 2001:

On January 1 of each year, eligible Regular Employees actively at work, shall receive banked time as follows (employees on vacation, banked time absences are considered "actively at work"):

(i) Regular Full Time employees – 21 hours

(ii) Eligible Regular Part Time employees – 18 hours

(iii) Employees who become eligible after January 1, or who return to "actively at work" status, shall receive banked time as follows:

- Full allotment on becoming eligible or active in the first quarter
- Two-thirds (2/3) allotment on becoming eligible or active in the second quarter
- One-third (1/3) allotment on becoming eligible or active in the third quarter

(c) Where the absence due to a disability exceeds three (3) working days, the employee shall, if requested, furnish the Association with proof to its satisfaction that she was and/or is totally disabled and is prevented continuously from performing any and every duty of any occupation, and thereafter shall provide the same during the period of disability as and when requested by the Association, and failure to do so shall result in the stopping of the payment of wages.

(d) Where the absence is due to an accident or injury while in the employment of the Association, and is compensable by the Workers' Compensation Board, the employee shall, as a condition of receiving benefits under this Article, turn over to the Association all compensations received from the Board.

(e) Where an employee, within fourteen (14) days after returning to work following a disability in respect of which benefits are payable under this Article, again becomes disabled due to the same or related cause or causes, the later disability shall be deemed to be a continuance of the previous disability for the purpose of determining the maximum benefits payable.

- (f) When the Association requires an employee to produce medical proof of disability or illness, such cost not covered by medical insurance, shall be borne by the Association.

22.03 Disabilities Not Eligible for Payment

Benefits are not payable under the following situations:

- (a) Disability resulting from wilfully self-inflicted injury or from an attempt at self-destruction.
- (b) Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician or on referral from a licensed physician as an inpatient at a recognized treatment centre.
- (c) Where the absence is a result of injury incurred in employment for an employer other than the Association.
- (d) In respect of disabilities resulting from pregnancy:
 - (i) During the period commencing with the tenth (10th) week prior to the expected week of birth and ending with the sixth (6th) week after the week of birth.
 - (ii) During any period of formal maternity leave taken by the employee pursuant to Provincial or Federal law, or pursuant to mutual agreement between the employee and the Association.
 - (iii) During any period for which the employee is paid Unemployment Insurance Maternity benefits.
- (e) In respect of disabilities resulting in elective or voluntary medical procedures, unless such medical procedures are performed as a result of an illness or accident or for complications resulting from such elective or voluntary medical procedures, or unless certified as necessary for health reasons by a medical practitioner.

22.04 Continuing Disability

- (a) After an employee has been paid the maximum of one hundred and thirty-five (135) calendar days provided for in Article 22.02 (a), the employee shall be laid off. All benefit plans, including recall rights, shall be continued for a further one hundred and thirty-five (135) calendar days. If after one hundred and thirty-five (135) calendar days layoff the employee is still unable to work in her established position, the employee, notwithstanding any other provision herein contained, may be terminated, except if, in the opinion of two (2) medical doctors licensed to practice in the Province of B.C., the employee shall recover and be

capable of resuming their job within two (2) years of the end of the second one hundred and thirty-five (135) calendar days.

- (b) No employee shall be terminated while in receipt of benefits under this Article, or while receiving compensation from the Workers' Compensation Board as a result of an injury or sickness arising out of her employment with the Association, or while in receipt of sick benefits from the Unemployment Insurance commission or while awaiting for LTD benefits to commence. Provided, however, that where an employee is unable to return to work because of a compensable illness or injury and has been granted a pension by the Workers' Compensation Board, her employment with the Association shall be considered terminated and all Association benefits shall cease as from the effective date of the pension.
- (c) Absence due to sickness or disability resulting from an accident not covered under Article 22.02 shall not in itself constitute a cause for discharge of an employee, provided it is possible for such employee, in the opinion of two (2) medical practitioners licensed to practice in the Province of British Columbia, to return to work within three (3) months of such sickness or disability, and to carry on her regular duties in the services of the Association.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Negotiation Pay Provision

Up to three (3) representatives of the Union for the purpose of negotiating in order to carry on collective bargaining, pursuant to the provisions of the B.C. Labour Relations Code, shall not suffer any loss of pay or benefits for the time involved in such negotiations with the Association.

23.02 No Loss of Pay When Conferring with Chief Librarian

Up to two (2) representatives to confer with the Chief Librarian regarding Union matters arising out of this Agreement, other than matters at arbitration stage, shall not suffer any loss of pay or benefits for the time involved in such grievance procedures.

23.03 Leave of Absence for Union Functions

Upon request to the Association, an employee elected or appointed to represent the Union at conventions, executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, may be allowed leave of absence without pay, but without loss of benefits. Such leave shall not be unreasonably withheld.

23.04 Leave of Absence for Full-Time Union Duties

An employee who is elected to a fulltime position of the Union or the Canadian Union of Public Employees shall be granted leave of absence without pay for a period of up to one (1) year. The Association may, if requested by the Union in writing, extend the leave of absence for a further one (1) year.

23.05 Arrangement for Pay During Leave of Absence for Union Duties

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union duties. However, the Union shall reimburse the Association for all such pay and benefits during the period of absence.

23.06 Paid Bereavement Leave

- (a) An employee shall be granted three (3) days' leave of absence without loss of wages or benefits on the death of a member of the employee's immediate family. Additional leave with pay up to two (2) days, as required, shall be granted when travel is required. Travel days shall apply to distances beyond Kitimat/Terrace.
- (b) Immediate family shall mean parent or legal guardian, spouse, child, grandchild, brothers, sisters, parents-in-law, brother-in-law, sister-in-law, grandparents, and fiance(é).

23.07 Paid Jury or Court Duty Leave

The Association shall grant leave of absence without loss of seniority or benefits to an employee who serves as Juror, or Witness in any Court. The Association shall pay such an employee the difference between normal earnings and the payment received for jury services or Court Witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court Witness in any matter arising out of her employment shall be considered as time worked at the regular rate of pay.

23.08 Pallbearer's Leave

One-half (1/2) day leave shall be granted without loss of pay to attend a funeral as a Pallbearer.

23.09 Maternity Leave

An employee shall have the right, upon written request, to leave of absence for pregnancy on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of twelve (12) months at the employee's option. The employee shall notify the Association at least two (2) weeks prior to returning to the job. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary. Upon return to work, the employee shall be credited with up to twelve (12) months seniority benefits and wage increments to which she would have been entitled had the leave not taken place. The Association shall continue to provide coverage and pay its share of premiums for all the employee benefits while on maternity leave for up to twelve (12) months. When a doctor certifies that due to the nature of her job a pregnant employee should stop working, such an employee shall be granted extraordinary maternity leave provided the requested leave is within four (4) months of the expected date of delivery. When extraordinary leave is taken, maternity leave following the birth shall be limited to eight (8) months.
- (b) If during the maternity leave or prior to taking leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of maternity leave, the employee shall be considered on unpaid leave of absence for up to an additional six (6) months. The employee may elect to continue paying the premiums for the benefit plans for the period of leave of absence. Seniority does not accumulate during this leave. Upon conclusion of this leave, the Association shall endeavour to place the employee in a job consistent with her qualifications and seniority which does not result in the layoff or demotion of another employee.
- (c) When an employee gives birth before a request for maternity leave is made, maternity leave shall be deemed to have started on the day of the birth.
- (d) A birth father who is eligible for benefits under the Employment Insurance Act (Maternity Section) shall, if requested, be allowed leave of absence without pay and shall have the rights as provided under Article 23.09 so long as the employee is eligible for such Employment Insurance Act benefits.

23.10 Adoption Leave

The period of leave and other conditions in the Maternity Leave Article apply when an employee requests in writing Adoption Leave.

23.11 General Leave

Leave of absence without pay and without loss of seniority may be granted upon the written application to the Chief Librarian. Such leave must be taken at

a time satisfactory to the Association.

23.12 Leave for Public Duties

The Association recognizes the right of employees to run for public office. Upon written request to the Chief Librarian, an employee shall be granted up to three months leave of absence without pay to be a candidate for a full-time office as an MP or MLA. On being elected, and upon written request to the Chief Librarian, the employee shall be granted an indefinite leave of absence without pay or benefits for a period of up to five (5) years or until a subsequent election is held - whichever period is longer.

23.13 Leave for Medical and Dental Appointments

An employee shall make every reasonable effort to schedule medical and dental appointments on non-work time. Should this not be possible, the Chief Librarian shall grant such unpaid time as necessary, or arrange such time through scheduling, or compensating time off, or shift exchange or shift rescheduling. An employee shall make every reasonable effort to minimize time away.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

- (a) The Association shall pay wages bi-weekly (Thursday), in accordance with Schedule "A" attached hereto and forming part of this Agreement, for wages earned up to and including the previous Saturday. On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. Employees' statements shall be available at the Library by 4:00 p.m. on the Friday after payday. An employee's pay shall be deposited by direct deposit before 4:00 p.m. on payday.
- (b) Notwithstanding anything contained herein, it is agreed that the association may vary the procedure for payment of wages to meet the requirements and/or limitations of computer processing and preparation of payroll cheques.

24.02 Pay on Termination

Employees terminating shall be paid as soon as possible after termination, or arrangements may be made for the paycheques to be mailed.

24.03 Pay on Promotion

- (a) An employee promoted to a higher paying position shall receive the rate for the new position. When the new position carries a wage range, the employee shall receive the wage next higher than her previous wage.
- (b) When the promotion is to a position which carries a wage range and the employee has served six (6) months in the position she was promoted to, she shall, no later than six (6) months after the date of promotion, advance to the next step level above that in which she entered the new position.

24.04 Pay on Temporary Assignment

(a) Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job. When that position carries a wage range, she shall receive the rate next higher than her previous rate. An employee relieving in a position carrying a wage range shall qualify for the higher rate for all hours worked after having worked more than one (1) day.

In the event that an employee is required to work for a prolonged period in a higher rated job (including acting librarian) the employee shall have the option of accumulating the pay difference to be taken as time off at a mutually agreed time or receiving the increase as regular pay.

(b) Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

24.05 Use of Personal Automobile

An employee who agrees to use her personal automobile for Association business shall be paid an allowance equal to that paid by the District of Kitimat. The Association shall pay the amount of the insurance deductible in the event of an accident while on Association business to the maximum of one hundred dollars (\$100.00).

ARTICLE 25 JOB EVALUATION

25.01 New Classification

The Association may institute new job classifications. Notice of any new classifications, including the pay rate plus a job description, shall be provided to

the Union in writing at least two (2) weeks in advance of the institution of the new job. Such wage rates, which shall be determined by the Association, shall then be subject to confirmation or amendment by negotiation between the Association and the Union, and if agreement cannot be reached, the Union shall have the right to submit the matter to arbitration. The Union agrees to respond in writing within one (1) month of the date of the letter notifying the Union of the new job classification(s), the date of institution and the pay established, and failure to do so shall mean acceptance of the Association's advice on this matter.

25.02 Request for Review

The Union or the Association may request the review of an employee's classification where, in the opinion of either of them, there has been a substantial change in her job content relative to other employees' jobs in the same classification. Such requests shall be in writing and the review shall be carried out between the Association and the Union. If agreement cannot be reached, either party may refer the matter to arbitration.

25.03 Red Circle

Whenever there is a reduction in the wage rate as a result of the review of a job, the Association agrees that an employee with seniority incumbent in such job shall not suffer any reduction in pay as long as she remain on the job. Such an employee shall be considered to have a "red circle" rate and shall not receive a wage increase until the basic wage rate for the job exceeds her "red circle" rate.

ARTICLE 26 EMPLOYEE BENEFIT PLANS

26.01 Association to Provide Benefit Plans

(a) The Association agrees to maintain the following Employee Benefit Plans, as long as it is within its power to do so, for all employees who are classified as "Regular Full-time" and "Regular Part-time" who work for a minimum of twenty (20) normally scheduled hours a week (extra shifts and temporary positions excluded) and have completed at least three (3) month's continuous employment at or over twenty (20) scheduled hours per week unless otherwise specified.

Upon becoming eligible to participate in the Plans, an employee shall be enrolled either on the date they became eligible or no later than the first day of the next month as determined by the carrier of each Plan. Benefits shall be as specified by each Plan's rules and regulations.

(b) Participation in the Employee Benefit Plans listed herein shall be mandatory for all employees eligible.

- (c) Unless otherwise specified, the Association shall pay one hundred percent (100%) of the premiums or costs involved.
- (d) The Association shall continue to maintain and pay its share of the premiums for the Employee Benefit Plans for an employee under the following circumstances:
 - (i) While in receipt of Workers' Compensation benefits, up to one hundred and eighty (180) working days, after which the employee may elect to continue coverage for MSP and Pacific Blue Cross at the expense of the employee.
 - (ii) While on a period of disability, as defined in Article 22.01, up to one hundred and eighty (180) working days, after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross plans, at the expense of the employee, so long as the carriers of the Plans shall permit such continuance.
 - (iii) While on a temporary layoff of up to one (1) month beyond the month in which the layoff occurred, after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross plans, so long as they retain recall rights, but at the expense of the employee, and further that the carriers of the Plans shall permit such continuance.
- (e) The Association agrees to maintain coverage for employees in the District of Kitimat's Employee and Family Assistance Plan, so long as it is within the Association's power to do so.

26.02 Health Plans

The Association agrees to maintain the following plans:

- (a) B.C. Government Medical Plan, to become effective on the first day of the month following the date of hiring.
- (b) Pacific Blue Cross Extended Health Benefit Plan at ninety percent (90%) coverage. Hearing aid maximum at six hundred dollars (\$600), orthotics to include adult coverage to a maximum of two hundred and fifty dollars (\$250), smoking cessation aids prescribed by a medical doctor licensed by the British Columbia College of Physicians and Surgeons, one hundred dollars (\$100) annually to a lifetime maximum of two hundred dollars (\$200).
- (c) Dental Plan (provides one hundred percent (100%) coverage on type "A" expenses, sixty-five percent (65%) coverage on type "B" expenses, fifty percent (50%) coverage on type "C" expenses). Maximum Orthodontic

coverage is two thousand seven hundred dollars (\$2700) on January 1, 2002.

- (d) Travel Allowance Supplement. (This is a Plan that provides for the same conditions as the Pacific Blue Cross Travel Plan.) Pacific Blue Cross maximum accommodation allowance is one hundred dollars (\$100) per night from September 16 to May 14 and one hundred and twenty dollars (\$120) from May 15 to September 15. (Sports Medicine Clinic and G.F. Strong are eligible for medical travel if criteria of accessing a specialist or service not available locally is met.) The allowance for lodging in facilities, such as Heather House, shall be four hundred and fifty dollars (\$450).
- (e) Eyeglasses and contact lens coverage of up to two hundred dollars (\$200) per family member every two (2) years. (This is a Plan that provides for the same conditions as the Pacific Blue Cross Vision Plan.)
- (f) The Association shall introduce and maintain a Prescription Drug Card, as long as it is within its power to do so, for all eligible employees.

26.03 Group Insurance

The Association agrees to maintain a Group Life Insurance Plan with a basic coverage of fifty thousand dollars (\$50,000). The Plan shall also provide an optional amount of coverage to a maximum of another one hundred fifty thousand dollars (\$150,000) but this optional coverage shall be at the total expense of the employee. The Plan shall further provide optional coverage for the employee's spouse, if the carrier shall allow such coverage, to a maximum of two hundred thousand dollars (\$200,000) but this optional coverage shall be at the total expense of the employee.

Accidental Death and Dismemberment

Insurance to be consistent with the Association's current coverage.

26.04 Long Term Disability Plan

- (a) The Union shall institute a Long Term Disability Plan, determine the carrier and determine the Plan's terms and conditions.
- (b) All Regular Full-time and Regular Part-time employees shall enrol in the Plan as a condition of employment as determined by the Union and the carrier.
- (c) The premiums of the Long Term Disability Plan shall be paid by the employees through payroll deduction.

- (d) The Association agrees to provide administration of the LTD Plan, including but not limited to having the employees sign the deduction authorization, enrolling the employees in the Plan, deducting the premium, forwarding the premiums and completing such regular reports as the carrier may require. These regular reports shall be available for inspection by the Union on request.
- (e) Employee Benefits payable under the terms of the Collective Agreement shall be continued to expiry (maximum one hundred eighty (180) working days) unless such benefits are provided by the LTD Plan.

26.05 Pension (Municipal) Act

Regular Full-time employees shall, upon completion of their probationary period, participate in the pension plan under the terms of the Pension (Municipal) Act.

26.06 MSP/Pacific Blue Cross Extended Health for Retiring Employees

The Association shall pay the premiums for MSP and Pacific Blue Cross Extended Health for retiring employees from the date of retirement to the end of the calendar month following retirement.

ARTICLE 27 SAFETY AND HEALTH

27.01 Pay for Injured Employees

If an employee is injured on the job, the Association shall maintain her earnings throughout the day of injury. An employee returning to work after time off due to an accident on the job recognized as a compensable claim by the Workers' Compensation Board, may have, upon request, time off without loss of pay at her regular rate to take necessary medically approved physiotherapy treatment, if she is unable to obtain reimbursement for such time off from the Workers' Compensation Board or any other source.

27.02 Working Alone

No employee shall be required to work alone while the library is open to the public.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 Definition

Technological change means:

- (a) The introduction by the Association into its work, undertaking or service of equipment or material of a different nature or kind than previously used by the Association in that work, undertaking or service; or
- (b) A change in the manner, method or procedure in which the Association carries on its work, undertaking or service that is related to the introduction of that equipment or material.
- (c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02 Terms

Where the Association introduces or intends to introduce a technological change, the following conditions shall apply:

- (a) A Regular employee shall not be laid off or denied recall as a consequence of the introduction of technological change.
- (b) A Regular employee who is directly affected by technological change and requires new or greater skills shall receive priority for new training to maintain her job security with the Association. Such training shall be at the expense of the Association and there shall be no reduction in pay.
- (c) A Regular employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

28.03 Exemption from IRA

The Association and the Union agree that the provisions of Section 74 of the Industrial Relations Act shall not apply.

28.04 Severance Pay

A Regular employee who is demoted or whose job classification is devalued as a direct consequence of technological change, may elect to terminate her employment with the Association and receive severance pay. The employee must notify the Association of choosing severance pay within three (3) months of the job change taking place.

- (a) Less than three (3) years' service at the time of choosing severance:
 - One (1) week's current pay for each year of service or major part thereof.
- (b) Three (3) or more years' service at the time of choosing severance:

- for the first (1st) year of service, three (3) weeks' current pay;
 - for the second (2nd) year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

ARTICLE 29 CONTRACTING OUT

29.01 Contracting Out Conditions

Where the Association introduces or intends to introduce contracting out of any work or services, the following conditions shall apply:

- (a) A Regular Employee shall not be laid off or denied recall as a consequence of the introduction of contracting out.
- (b) A Regular Employee who is directly affected by contracting out and requires new or greater skills shall receive priority for new training to maintain her job security with the Association. Such training shall be at the expense of the Association and there shall be no reduction in pay.
- (c) A Regular Employee who is demoted or whose job classification is devalued as a consequence of contracting out, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

29.02 Severance Pay

A Regular Employee who is demoted or whose job classification is devalued as a direct consequence of contracting out, may elect to terminate her employment with the Association and receive severance pay. The employee must notify the Association of choosing severance pay within three (3) months of the job change taking place.

- (a) Less than three (3) years' service at the time of choosing severance:
 - One (1) week's current pay for each year of service or major part thereof.
- (b) Three (3) or more years' service at the time of choosing severance:
 - for the first (1st) year of service, three (3) weeks' current pay;
 - for the second (2nd) year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

29.03 Notification

When considering contracting out a major function which normally is done by members of the bargaining unit, the Union shall be advised in writing of the Association's intention or consideration of such action.

ARTICLE 30 **GENERAL CONDITIONS**

30.01 Employee Records

An employee, upon providing reasonable notice to the Chief Librarian or her designate, shall be granted access to her personnel file, within a reasonable time. Employees shall be permitted to insert written, signed, and dated comments regarding information contained in their files.

30.02 Chain of Command

Employees shall be required to act only on directions made under the direct or delegated authority of the Chief Librarian.

30.03 Bulletin Boards

The Association shall provide a bulletin board which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

30.04 Union Label

The Union shall have the right to display the Union label on the Library building, provided that the number and location of these labels is subject to mutual agreement before the label or labels are placed on any building.

30.05 Printing of Agreement

The Association and the Union agree that each party shall be responsible for the costs of printing of the Collective Agreement for their respective Principals, except new employees as per article 5.03 of which the costs shall be borne by the Association.

30.06 Union Activities

Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.

30.07 Attendance at Conferences

- (a) Prior to an employee agreeing to attend a conference or workshop, the Association shall advise the employee, in writing, which costs shall be borne by the Association and wages to be paid.
- (b) Should an employee agree to use their personal vehicle for transportation to an out-of-town event, the Association shall reimburse the cost of any required additional insurance coverage provided the amount is confirmed and agreed to prior to travel.

30.08 Superannuation - Buy Back

Subject to the qualifying provision contained in Section 9 (1) of the Pension (Municipal) Act, the Association agrees to participate in such contributions as are necessary to extend pensionable service of a member covered by this Agreement up to a maximum of one (1) year. The said extension shall represent that time served by the employee in a probationary capacity with the Association which has not heretofore been considered as pensionable service. Such benefit may be paid upon retirement from active service with the Association and shall be subject to the following:

- (a) An employee must have a vested interest in the Municipal Pension Plan and to have reached the minimum age of retirement or twenty (20) years of service to qualify.
- (b) Any member of the bargaining unit who wishes to take advantage of this benefit shall give at least two (2) months' notice in advance of the contemplated retirement date and make such other arrangements as may be necessary at that time regarding her own portion of the additional contribution.
- (c) Cost of increased benefits, as defined by the Commissioner of Municipal Superannuation, shall be shared fifty percent (50%) by the employee and fifty percent (50%) by the Association, as per Section 9 (1) (b) of the Pension (Municipal) Act.

30.09 Community Librarian Course

- (a) A fulltime Library employee who completes the Community Librarian's Course offered by the Library Services Branch, or its equivalent as determined by the Librarian, shall be eligible for a bonus of twenty-five dollars (\$25) bi-weekly. A part-time employee shall be eligible for the bonus pro-rated on the basis of normally scheduled hours worked bi-weekly. A Library employee shall be defined as an Assistant Librarian and Regular Library Assistant. The bonus shall be paid during periods of annual vacation, paid sick leave and leaves of absence up to thirty (30)

consecutive calendar days. A part-time employee temporarily assigned additional scheduled hours, expected to last in excess of sixty (60) calendar days, shall have the additional hours included in the bonus.

- (b) In order to promote training, the Association agrees to pay the cost of each section of the Community Librarian’s Course. The tuition for the first section will be paid on registration. Each successive section will be paid for after successful completion of the previous course.

30.10 Indemnification

The Association will maintain an indemnification policy covering all employees.

ARTICLE 31 GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 32 TERM OF AGREEMENT

32.01 Term of Agreement

This Agreement shall take effect from March 1, 2000 and shall remain in effect until February 28, 2003 and shall be automatically renewed annually thereafter unless either party hereto shall give notice pursuant to the Labour Relations Code of British Columbia requiring the other party to commence collective bargaining. During the period of negotiations, this Agreement shall remain in full force and effect.

32.02 Retroactivity

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the said parties have hereunto affixed their seal in the presence of their duly authorized officers in that behalf this _____ day of _____, 2002.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 707

KITIMAT PUBLIC LIBRARY
ASSOCIATION

Letter of Intent

The Kitimat Public Library Association does not intend to use the Chief Librarian for scheduled shifts, vacation relief shifts or sick leave relief shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit.

The Kitimat Public Library Association does not intend to use the Chief Librarian for scheduled shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit to avoid filling regular ongoing vacancies resulting from normal staff turnover.

The Kitimat Public Library Association does not intend to use the Chief Librarian for scheduled shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit to avoid posting regular ongoing vacancies arising from an expansion in Library hours.

KITIMAT PUBLIC LIBRARY
 ASSOCIATION

CUPE LOCAL 707

SCHEDULE "A"

	Start Step 1	6 mos. Step 2	12 mos. Step 3	18 mos. Step 4	24 mos. Step 5
Library Assistant II					
December 31, 1999	\$18.54	\$19.58	\$20.10	\$20.60	\$21.14
January 1, 2001 (1%)	\$18.72	\$19.77	\$20.30	\$20.80	\$21.35
January 1, 2002 (1%)	\$18.90	\$19.97	\$20.50	\$21.00	\$21.56
January 1, 2003 (1%)	\$19.09	\$20.17	\$20.70	\$21.21	\$21.78
Library Assistant III					
December 31, 1999	\$19.33	\$20.48	\$21.08	\$21.61	\$22.22
January 1, 2001 (1%)	\$19.52	\$20.68	\$21.29	\$21.83	\$22.44
January 1, 2002 (1%)	\$19.71	\$20.89	\$21.50	\$22.05	\$22.66
January 1, 2003 (1%)	\$19.91	\$21.10	\$21.71	\$22.27	\$22.88
Librarian					
December 31, 1999	\$20.15	\$21.42	\$22.04	\$22.66	\$24.43
January 1, 2001 (1%)	\$20.35	\$21.63	\$22.26	\$22.89	\$24.67
January 1, 2002 (1%)	\$20.55	\$21.85	\$22.48	\$23.12	\$24.92
January 1, 2003 (1%)	\$20.76	\$22.07	\$22.70	\$23.35	\$25.17
Page					
December 31, 1999	\$8.31				
January 1, 2001	\$8.41				
January 1, 2002	\$8.51				
January 1, 2003	\$8.61				

LETTER OF AGREEMENT #1

between

KITIMAT PUBLIC LIBRARY ASSOCIATION

and

CUPE LOCAL 707

RE: NO HARASSMENT/RESPECT IN THE WORKPLACE

The Kitimat Public Library Association and the Canadian Union of Public Employees, Local 707, jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Association and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this collective agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- age
- nationality
- political belief, association or activity
- religion or creed
- family status
- sex, including pregnancy
- marital status
- source of income
- physical or mental disability
- place of residence
- membership or activity in a union

Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display that belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the BC Human Rights Code shall also apply.

Some examples of harassment are:

- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicitly or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching or punching; and physical assault.

WHAT TO DO:

If an employee believes that they have been harassed, an employee should:

- tell the alleged harasser to stop;
- document the event(s) complete with the time, date, location, names of witnesses and details for each event

If harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should:

Immediately report verbally or in writing the harassment to the appropriate supervisor and/or union representative.

Upon receipt of any verbal or written complaint the supervisor shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The supervisor must maintain written notes of their actions.

KITIMAT PUBLIC LIBRARY ASSOCIATION

The Association will conduct an investigation outlined in the investigative process.

INVESTIGATION PROCESS

The complainant's allegation(s) must be explored in detail. All relevant facts, dates, locations, conversation, gestures, written or printed materials and names of potential witnesses should be documented. A formal written statement should be taken from the complainant and the alleged harasser.

The complainant and the alleged harasser, and any witnesses or co-workers interviewed, should be advised of the following:

- (a) They have the right to have a representative present.

- (b) There is a need to maintain a safe, harassment-free work environment while the investigation takes place.

In cases of harassment, the individual has the right to request, through the investigator, to discontinue contact with the alleged harasser without any penalty, pending determination of the investigation under this Letter. Such request shall not be unreasonably withheld. In cases where harassment may result in a change of shift where possible, it shall be the alleged harasser who is affected. The individual who is harassed will not have their shift changed against their will.

- (c) If the allegations are substantiated, appropriate disciplinary action in accordance with Article 12 may be taken.
- (d) The investigation of the complaint is to be treated in a confidential manner.
- (e) Various counseling services are available to them through the Employee Assistance Program.
- (f) Both the complainant and the alleged harasser should be advised that the harassment complaint may be recorded in the harasser's file if the complaint is substantiated. The record will include remedial action taken. There will be no record on the complainant's file unless the complaint was determined to be malicious or vexatious and resulted in disciplinary action (to the complainant).
- (g) Both the complainant and the alleged harasser should be advised that these procedures do not preclude exercising their rights under the collective agreement and/or BC Human Rights Code.

The alleged harasser has the right to be advised of the substance of the complaint and given an opportunity to respond.

Where reasonable, any witness(es) identified by the complainant and the alleged harasser may be interviewed and formal written statements should be taken. Co-workers may also be interviewed.

The investigator should establish whether or not there is a past history of harassing conduct by the alleged harasser towards either the complainant or other employees.

Both the complainant and the alleged harasser should be kept informed throughout the process.

Where reasonable, the investigator should re-interview any or all the employees as new facts or questions surface. Any written statements should be added to their original statement.

The Investigator shall prepare a written report to the Association, which should contain:

- the findings on the allegation of harassment;
- recommended disciplinary action, if any;

- any other recommendations designed to ensure harassment does not recur in the workplace.

The report may also include some or all of the following:

- background in chronological order (past to present);
- facts from interviews with the alleged harasser and witnesses; corroborative evidence for the complainant and the alleged harasser;
- the alleged harasser's previous record of discipline for harassment;
- all relevant statements and documents.

The Association shall meet with the complainant and the alleged harasser after the investigation in order to:

- explain the disposition of the complaint;
- advise the complainant that no record of the complaint will be made in their file;
- explain what steps are being taken to ensure a harassment-free environment;
- identify any ongoing concerns the complainant or alleged harasser may have.

A report on the outcome of the investigation will be forwarded to the Union.

SIGNED THIS _____ DAY OF _____, 2002.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 707

KITIMAT PUBLIC LIBRARY
ASSOCIATION

LETTER OF AGREEMENT #2

between

KITIMAT PUBLIC LIBRARY ASSOCIATION

and

CUPE LOCAL 707

RE: TEMPORARY AND CASUAL EMPLOYMENT SENIORITY

Acquisition of Seniority

On completion of one thousand (1000) hours worked, a Temporary or Casual employee shall be placed on the separate Temporary and Casual Seniority List. Seniority once on the list shall be based on calendar days.

Summer Students shall not accumulate seniority.

If prior to being placed on the list an employee does not work for one hundred (100) days, their accumulation is lost.

Rights Conferred

- (a) Seniority shall be applied to job postings as per Article 15 in the employee's seniority area. Temporary/Casual seniority shall at all times be defined to be less than the seniority of a Regular employee.
- (b) Temporary/Casual seniority shall be applied to reductions in the work force.
- (c) Seniority does not confer rights or changes in the assignment of work and scheduling hours and shifts from existing practices.

Promotion to Regular Status

Seniority shall be backdated based on prorated hours from the commencement of Regular status on applicable Temporary/Casual hours. Applicable hours are those counting towards one thousand (1000) hours and those worked after acquiring Temporary/Casual seniority.

Pay Increments

The Kitimat Public Library Association agrees to a first increment once the employee is on the one thousand (1000) hours seniority list and a second step increment after one (1) year on the one thousand (1000) hour list; both increments regardless of the position worked.

Retroactivity

Current Temporary and Casual employees shall have their hours applied to seniority, retroactive to March 1, 2000.

SIGNED THIS _____ DAY OF _____, 2002.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 707

KITIMAT PUBLIC LIBRARY
ASSOCIATION

LETTER OF AGREEMENT #3

between

KITIMAT PUBLIC LIBRARY ASSOCIATION

and

CUPE LOCAL 707

RE: STUDENT EMPLOYMENT PROGRAM

The Union shall approve Student Employment Programs on a program-by-program basis providing the following criteria are met:

1. All participating employees shall be covered by the terms of the Collective Agreement.
2. For the term of the agreement the rates shall be the same as those for the District of Kitimat and CAW Local 2300, Youth Employment Program.
3. Hiring student employees shall not result in the layoff or reduction of hours of any employee covered by this Agreement.
4. Any employee having the right of recall shall be recalled before student employees are used.

SIGNED THIS _____ DAY OF _____ 2002.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 707

KITIMAT PUBLIC LIBRARY
ASSOCIATION
