

**EIGHTH
COLLECTIVE AGREEMENT**

between

**THOMPSON-NICOLA REGIONAL DISTRICT
LIBRARY SYSTEM**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective to December 31, 2004

THOMPSON-NICOLA REGIONAL DISTRICT LIBRARY SYSTEM

<p>ADMIN. CENTRE & BOOKMOBILE 300-465 Victoria Street Kamloops, B.C. V2C 2A9 Telephone250-374-8866 Fax Number250-374-8355</p>	<p>KAMLOOPS MAIN LIBRARY 100-465 Victoria Street Kamloops, B.C. V2C 2A9 Telephone250-372-5145 Fax Number250-372-5614</p>
<p>NORTH KAMLOOPS LIBRARY 795 Tranquille Road Kamloops, B.C. V2B 3J3 Telephone250-554-1124 Fax Number250-376-3825</p>	<p>ASHCROFT LIBRARY 201 Brink Street, Box 789 Ashcroft, B.C. V0K 1A0 Telephone250-453-9042 Fax Number250-453-9042</p>
<p>BARRIERE LIBRARY 643 Barriere Town Road, Box 100 Barriere, B.C. V0E 1E0 Telephone250-672-5811 Fax Number250-672-5811</p>	<p>BLUE RIVER LIBRARY Cedar Street, Box 2 Blue River, B.C. V0E 1J0 Telephone250-673-8235 Fax Number250-673-8235</p>
<p>CACHE CREEK LIBRARY 1390 Quartz Road, Box 429 Cache Creek, B.C. V0K 1H0 Telephone250-457-9953 Fax Number250-457-9953</p>	<p>CHASE LIBRARY 614 Shuswap Avenue, Box 590 Chase, B.C. V0E 1M0 Telephone250-679-3331 Fax Number250-679-3331</p>
<p>CLEARWATER LIBRARY 422 Murtle Crescent, Box 1913, RR1 Clearwater, B.C. V0E 1N0 Telephone250-674-2543 Fax Number250-674-2543</p>	<p>CLINTON LIBRARY 1506 Tingley, Box 550 Clinton, B.C. V0K 1K0 Telephone250-459-7752 Fax Number250-459-7752</p>
<p>LOGAN LAKE LIBRARY 70-150 Opal Drive, Box 310 LOGAN LAKE, B.C. V0K 1W0 Telephone250-523-6745 Fax Number250-523-6745</p>	<p>LYTTON LIBRARY Main Street, Box 220 Lytton, B.C. V0K 1Z0 Telephone250-455-2521 Fax Number250-455-2521</p>
<p>MERRITT LIBRARY 1691 Garcia, Box 1510 Merritt, B.C. V1K 1B8 Telephone250-378-4737 Fax Number250-378-3706</p>	<p>SAVONA LIBRARY 6640 Tingley Street, Box 169 Savona, B.C. V0K 2J0 Telephone250-373-2666 Fax Number250-373-2666</p>

MEMBERS OF THIS BARGAINING UNIT ARE IN BCGEU COMPONENT 7, LOCAL 705

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement	1
1.2 Future Legislation	1
1.3 Singular/Plural and Masculine/Feminine	1
1.4 No Discrimination or Harassment	1
1.5 Conflict With Regulations	1
1.6 Sexual Harassment in the Workplace	1
ARTICLE 2 - UNION RECOGNITION & RIGHTS	2
2.1 Bargaining Unit Defined	2
2.2 Bargaining Agent Recognition	2
2.3 Correspondence	2
2.4 No Other Agreement	2
2.5 Recognition and Rights of Stewards	2
2.6 Bulletin Boards	3
2.7 Right to Refuse to Cross Picket Lines	3
2.8 Leave of Absence for Union Business	3
2.9 Use of Employer Telephone	3
ARTICLE 3 - UNION SECURITY	3
ARTICLE 4 - CHECK-OFF OF UNION DUES	4
ARTICLE 5 - EMPLOYER & UNION TO ACQUAINT NEW EMPLOYEES	4
ARTICLE 6 - EMPLOYER RIGHTS	5
6.1 Management Rights	5
6.2 Hiring and Discipline	5
6.3 General Operation	5
ARTICLE 7 - EMPLOYER-UNION RELATIONS	5
7.1 Representation	5
7.2 Union Bargaining Committee	5
7.3 Union Representation	5
7.4 Technical Information	6
7.5 Labour-Management Committee	6
ARTICLE 8 - GRIEVANCES	6
8.1 Grievance Defined	6
8.2 Step 1	6
8.3 Step 2 Presentation	7
8.4 Step 2 Reply	7
8.5 Step 3 Presentation	7
8.6 Step 3 Reply	7
8.7 Altering Time Limits/Mail Submission Dates	7
8.8 Non-Discussion with Grievor	7
8.9 Policy Grievance	8
8.10 Technical Objections	8
ARTICLE 9 - ARBITRATION	8
9.1 Notification	8
9.2 Single Arbitrator	8
9.3 Arbitration Board	8
9.4 Mediation-Arbitration Process	9

9.5	Expedited Arbitration	9
9.6	Settlement Officer	9
9.7	Amending Time Limits	9
9.8	No Legal Counsel	9
ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE.....		9
10.1	Burden of Proof	9
10.2	Right to Have a Steward Present	9
10.3	Access to Personnel File	10
10.4	Notice of Demotion, Suspension, and Dismissal	10
10.5	Dismissal or Suspension	10
ARTICLE 11 - SENIORITY		10
11.1	Seniority Defined	10
11.2	Employee Status Definitions	10
11.3	Seniority Lists	11
11.4	Work Assignments	11
11.5	Loss of Seniority	11
11.6	Seniority While on Leave of Absence Without Pay	12
ARTICLE 12 - SERVICE CAREER POLICY		12
12.1	Role of Seniority in Promotions and Transfers	12
12.2	Job Posting	12
12.3	Probation on Initial Appointment	12
12.4	Trial Period	12
12.5	Relocation Expenses	13
ARTICLE 13 - LAYOFF AND RECALL		13
13.1	Layoff	13
13.2	Severance Pay	13
13.3	Reinstatement and Recall	13
ARTICLE 14 - HOURS OF WORK		14
14.1	Workday/Workweek	14
14.2	Minimum Hours	14
14.3	Flexible Work Schedule	14
ARTICLE 15 - REST PERIODS		14
ARTICLE 16 - OVERTIME		14
16.1	Overtime Compensation	14
16.2	Callout	15
ARTICLE 17 - STATUTORY HOLIDAYS.....		15
17.1	Paid Holidays	15
17.2	Substituting Day of Observance	15
17.3	Holiday Falling on a Day of Closure	15
17.4	Holiday Falling on a Day of Rest	15
17.5	Paid Holiday Pay	16
17.6	Working on a Paid Holiday	16
17.7	Holiday Occurring During Annual Vacation	16
ARTICLE 18 - ANNUAL VACATIONS.....		16
18.1	Vacation Entitlement	16
18.2	Vacation Pay on Termination of Employment	16
18.3	Vacation Scheduling	16
18.4	Vacation Carryover	17

18.5	Vacation Year	17
18.6	Payday During Period of Leave	17
ARTICLE 19	- SICK LEAVE	17
19.1	Sick Leave Entitlement	17
19.2	Reporting Sickness or Injury	17
19.3	Deduction of Sick Leave	17
19.4	Balance of Entitlement Request	18
19.5	Payout of Sick Leave	18
19.6	Approved Leave of Absence With Pay During Vacation	18
ARTICLE 20	- SPECIAL AND OTHER LEAVE	18
20.1	Bereavement Leave	18
20.2	Special Leave	18
20.3	Jury Duty	19
20.4	Compassionate, Educational & Extended Vacation Leave	19
20.5	General Leave	19
20.6	Accumulation of Benefits	19
20.7	Family Illness	20
20.8	Other Religious Observances	20
ARTICLE 21	- PARENTAL, MATERNITY, & ADOPTION LEAVE ENTITLEMENTS ...	20
21.1	Maternity Leave	20
21.2	Parental (Includes Adoption) Leave	20
21.3	Seniority, Vacation and Benefits	21
21.4	Extension of Maternity or Parental Leave	21
ARTICLE 22	- OCCUPATIONAL HEALTH & SAFETY	21
22.1	Statutory Compliance	21
22.2	Occupational Health & Safety Committees	21
22.3	Video Display Terminals	22
22.4	Injury Pay	22
22.5	Death Of An Employee	22
22.6	Occupational First Aid	22
ARTICLE 23	- TECHNOLOGICAL CHANGE	23
ARTICLE 24	- CONTRACTING OUT	23
ARTICLE 25	- HEALTH & WELFARE BENEFITS	23
25.1	Benefit Summary	23
25.2	Basic Medical Insurance	23
25.3	Extended Health Care	23
25.4	Dental Plan	24
25.5	Group Life, Long-Term Disability, & Accidental Death & Dismemberment	24
25.6	Medical Examination	24
25.7	Employee Assistance Program	25
25.8	Other Employee Benefits	25
ARTICLE 26	- RETIREMENT	25
26.1	Pension Contributions	25
26.2	Retirement Age	25
ARTICLE 27	- PAYMENT OF WAGES AND ALLOWANCES	25
27.1	Paydays	25
27.2	Wages	25
27.3	Substitution Pay	25

27.4	Rate of Pay on Temporary Assignment	26
27.5	Rate of Pay on Demotion	26
27.6	Salary Protection.....	26
27.7	Vehicle Allowance.....	26
27.8	Meal Allowance and Per Diem	26
27.9	Shift Premiums - Sunday Opening.....	26
ARTICLE 28 - CLASSIFICATIONS		27
ARTICLE 29 - GENERAL CONDITIONS		27
29.1	Resignation/Transfer of Employees.....	27
ARTICLE 30 - EMPLOYMENT TERMS FOR CASUAL EMPLOYEES.....		27
ARTICLE 31 - DURATION OF AGREEMENT		27
31.1	Duration	27
31.2	Notice to Bargain	28
31.3	Commencement of Bargaining.....	28
31.4	Changes in Agreement.....	28
31.5	Effective Date of Agreement.....	28
31.6	Agreement to Continue in Force	28
APPENDIX 1 – WAGE RATES AND RETROACTIVE LUMP SUM PAYMENTS		30
APPENDIX 2 – NEW STAFF INTRODUCTION LETTER (RE ARTICLE 5)		31
APPENDIX 3 – LAYOFF AND RECALL		32
APPENDIX 4 – JOB EVALUATION MANUAL.....		33
LETTER OF UNDERSTANDING 1 – VACATION ENTITLEMENT		59
LETTER OF UNDERSTANDING 2 – WORKPLACE AGGRESSION.....		59
LETTER OF UNDERSTANDING 3 – SHIFT SCHEDULING AND EFFICIENCIES		59
LETTER OF UNDERSTANDING 4 – USE OF VOLUNTEERS RE ARTICLE 24.....		60
LETTER OF UNDERSTANDING 5 – LIBRARIAN EXCLUSIONS		60
LETTER OF UNDERSTANDING 6 – POST-BARGAINING REQUIREMENTS		61

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of service provided to the public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the library system in which members of the bargaining unit are employed.

1.2 Future Legislation

- (a) In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.
- (b) Where the Parties are unable to reach agreement, the matter shall be submitted to binding arbitration under Article 9.

1.3 Singular/Plural and Masculine/Feminine

Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or feminine, if the context requires, unless otherwise specifically stated.

1.4 No Discrimination or Harassment

- (a) *Discrimination*: In subscribing to the principles of the Human Rights Act of British Columbia and in keeping with Clause 1.1 of this Agreement, the Parties agree that there shall be no discrimination, interference, restriction, or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, criminal or summary offense unrelated to their employment, or by reason of membership or activity in the Union.
- (b) *Harassment*: In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct Employer business with such alleged offender, pending resolution of the problem.

1.5 Conflict With Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

1.6 Sexual Harassment in the Workplace

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) *"Sexual harassment"* means engaging in a course of repeated sexually provocative comment or conduct of a nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (1) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment.
- (c) Any alleged complaint may be processed as a grievance by either the Employer or the Union.

ARTICLE 2 - UNION RECOGNITION & RIGHTS

2.1 Bargaining Unit Defined

(a) The Union represents all of those employees of the Employer as certified by the Labour Relations Board dated October 6, 1980 excepting those excluded by the Labour Relations Code and, without restricting the generality of the foregoing, save and except the following:

Director of Libraries	Systems Manager
Manager of Library Services	Accounting and Payroll
Executive Secretary	Special Project/Summer Students
Manager of Support Services	

2.2 Bargaining Agent Recognition

The Employer recognizes the Union as the sole collective bargaining agency of the employees of the Employer to whom the certification of October 6, 1980 was issued.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union shall be sent to the Union Staff Representative and the Bargaining Unit Chairperson. The Employer agrees to copy the Staff Representative with any correspondence between the Employer and an employee as it pertains to this Agreement.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select Stewards to represent employees. The Employer and the Union will agree on the number of Stewards taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as Stewards for each jurisdictional area.
- (c) A Steward or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as Steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the Steward shall notify her supervisor.
- (d) The duties of Stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee who the Steward represents in presenting a grievance in accordance with the grievance procedure;

- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer;
- (5) duties under Article 5;
- (6) carrying out duties within the realm of safety responsibilities.

2.6 Bulletin Boards

The Employer shall provide bulletin board space for use by the Union in the following operations: Headquarters, Kamloops, North Kamloops, and Merritt.

2.7 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. An employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line by another trade union encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) The Employer agrees that it shall not request or require or direct employees to perform work in progress that is currently being carried out by other employees who are on strike or locked out.

2.8 Leave of Absence for Union Business

Leave of absence without pay and no loss of seniority shall be given:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and union organizations to which the Union is affiliated;
- (b) to employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (c) to employees called by the Union to appear as witnesses before a Board of Arbitration;
- (d) to up to four (4) employees selected by the Union to be on the Union's Bargaining Committee to carry on negotiations with the Employer;

Seniority shall continue to accrue providing the employee would otherwise have been working. To facilitate the administration of this Clause, leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs.

2.9 Use of Employer Telephone

Reasonable use of the Employer's telephone, at Union expense, shall be granted to Stewards and Bargaining Committee members in relation to conduct of their duties as described in Clauses 2.5 and 2.8, provided such use does not interfere with operational requirements or result in expense to the Employer.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on October 6, 1980 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.

- (b) All employees hired on or after October 6, 1980 shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days and maintain such membership.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to October 6, 1980 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the regular wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular biweekly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each biweekly pay period, and membership dues or payments in lieu thereof shall be considered as owed to the Union in the period for which they are so deducted.
- (d) The Employer shall provide a list of the names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee, in a manner consistent with that set out in Clause 7.4.
- (e) Before the Employer is obliged to deduct any amount under section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union (or designate). Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall supply each employee, without charge, a statement for income tax purposes indicating the amount of the deductions paid to the Union by the employee in the previous year. Such statements shall be provided to the employees prior to March 1 of the succeeding year.
- (g) The Employer will not be liable for any amount of money owing to the Union that is not paid by the employee where there are insufficient wages owing to the employee by the Employer, or where the employee has failed to authorize such deductions.
- (h) Each employee shall, as a condition of continued employment, complete an authorization form providing for the deduction, from an employee's biweekly wages or salary, of the amount of the regular biweekly dues and/or assessments payable to the Union.

ARTICLE 5 - EMPLOYER & UNION TO ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to provide each new employee, at the time of hire or the date the employee commences active employment, with a letter in the form set out in Appendix 2 and with the following enclosures:
 - a copy of the Collective Agreement;
 - a Union Membership Application Card;
 - a Union Dues Check-off Authorization Form.
- (b) Copies of the letter to each new employee will be distributed as set out in Appendix 2.

- (c) The Steward will be provided with an opportunity to meet and interview each new employee within regular working hours, without loss of pay, for at least fifteen (15) minutes at the earliest opportunity and no later than within the first thirty (30) calendar days of employment.
- (d) Where the Employer conducts an orientation or training session for new employees, time will be set aside on the agenda for a presentation by a Union representative. This time will be separate from that provided under section (c) above.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Management Rights

Management of the operation and the direction and promotion of the employees is vested exclusively with the Employer provided, however, that this will not be used for the purpose of discrimination against the employees and except as this Agreement otherwise specifies.

6.2 Hiring and Discipline

The Employer shall have the right to select its employees and to discipline or discharge them for proper cause.

6.3 General Operation

- (a) The Employer shall manage the Library System in determining the number of branches, location, schedules of operation, working procedures and standards of performance.
- (b) Where the term "*Director of Libraries*" appears in this Agreement, it shall also read as "or her authorized designate".

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its representatives and, similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A Union Bargaining Committee shall be elected and consist of up to four (4) employees of the bargaining unit. The Union shall have the right, at any time, to have the assistance of the staff of the Union when negotiating with the Employer; however, the total Union Bargaining Committee will not exceed five (5), except by mutual agreement.

7.3 Union Representation

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of Union staff shall notify the Director of Libraries in advance of their intention and their purpose for entering, and shall not interfere with the operation of the Branch concerned.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. In addition, pursuant to Article 4, section (d), the Employer shall include in the following columnar order, in ASCII computer language, the following bargaining unit member information along with each Union Dues remittance cheque: Social Insurance Number, Surname and First Name, Sex, Birth Date, Job Classification, Gross Pay, Biweekly Dues Deducted, Home Mailing Address, and Pay Step.

7.5 Labour-Management Committee

- (a) A Labour-Management Committee will be established, composed of two (2) employees appointed by the Union and two (2) representatives of the Employer. This Committee may call upon additional employees for technical information or advice, however, not more than one (1) employee at any one time may be utilized in this manner without the agreement of the Employer's representatives.
- (b) Meetings of the Committee will be held at a mutually agreeable time, and shall not interfere with the operational requirements of the facility, however, Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside regularly-scheduled hours of work shall be considered as straight-time worked.
- (c) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing grievances and misunderstandings.
- (d) The Employer and the Union shall keep each other advised of its respective representatives.
- (e) A periodic status report of the results of the Committee will be distributed to all worksites for posting.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Defined

- (a) The Employer and the Union agree that disputes arising from the interpretation, application, or any alleged violation of this Agreement, or an arbitral award including the question of arbitrability; or the dismissal, suspension or discipline of an employee in the bargaining unit shall be resolved in accordance with the following procedures.
- (b) *"Employee"* or *"aggrieved employee"* shall include the Union in its own right or a Union representative designated by the Union. The Employer may also grieve.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have her Steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure. Notwithstanding this provision, where the matter is not resolved by the immediate supervisor, she shall immediately advise the Director of Libraries (or designate) before a written grievance is initiated.

8.3 Step 2 Presentation

- (a) An employee who has proceeded through Step 1 and who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.2, must do so no later than thirty (30) calendar days after the date:
- (1) on which she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
 - (2) on which she first became aware of the action or circumstances giving rise to the grievance.
- (b) Subject to the time limits above, the employee may present a grievance at this level by:
- (1) recording her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting her grievance to the local supervisor through the Union Steward.
- (c) The local supervisor shall:
- (1) forward the grievance to the Director of Libraries; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.4 Step 2 Reply

The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

8.5 Step 3 Presentation

The Union may present a grievance at Step 3 by notification to the Employer within fourteen (14) calendar days after the Employer's reply at Step 2.

8.6 Step 3 Reply

The Employer shall respond to the Union at Step 3 within fourteen (14) calendar days of notification of filing at Step 3.

8.7 Altering Time Limits/Mail Submission Dates

The time limits fixed in the grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it is delivered to the appropriate office of the Employer or the Union.

8.8 Non-Discussion with Grievor

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

8.9 Policy Grievance

Where either Party disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in Article 9 of this Agreement.

8.10 Technical Objections

Except in instances of breach of time limits, a grievance shall not be dismissed because a technical error has been inadvertently made by either Party. Both Parties shall have the right to make representation to the Arbitration Board. The Arbitration Board shall have the right to determine whether a technical error has been made and to make the necessary corrections in the interest of arriving at a decision according to equitable principles and the justice of the case.

ARTICLE 9 - ARBITRATION

9.1 Notification

Either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at Step 3 of its desire to submit the difference or allegation to arbitration.

9.2 Single Arbitrator

(a) Upon receipt of notice to arbitrate, pursuant to Clause 9.1, the Parties will select a single arbitrator from the following list, or such other person as mutually agreed, within fourteen (14) calendar days. The arbitrator shall be selected on the basis of earliest availability in each case.

Vince Ready

Judi Korbin

Stephen Kelleher

(b) Wherever feasible, the provisions of Clauses 9.3(b), (c), (d), and (e) shall apply to single arbitrator except that the costs of the arbitrator shall be shared by the Parties.

9.3 Arbitration Board

This arbitration option shall only be exercised where the subject of the grievance is of broad significance or raises a matter of major interpretation. The Party utilizing subsection (a)(1) below shall notify the other Party of the basis for exercising this option.

(a) *Board Composition:* Notwithstanding the foregoing, if the Parties mutually agree, a three (3) person Arbitration Board will be established according to the following procedure:

(1) each Party will name a member of the Board;

(2) the two (2) Board members will select a Chairperson from the list of arbitrators in Clause 9.2 or such other person as mutually agreed.

(b) *Board Procedure:* The Board may determine its own procedure and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and endeavour to render a decision within thirty (30) days of conclusion of the hearing.

(c) *Board Decision:* The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have

the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement.

(d) *Disagreement With Decision*: Should the Parties disagree as to the meaning of the Board's decision, the Parties may mutually agree to apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

(e) *Expenses of Arbitration Board*: Each Party shall pay:

- (1) the fees and expenses of the arbitrator it appoints; and
- (2) one-half (½) the fees and expenses of the Chairperson.

In the event intervenors are given standing in the hearing, the intervenors shall pay a portion of the fees and expenses of the Arbitration Board as determined by the Board.

9.4 Mediation-Arbitration Process

The Parties may, by mutual agreement, refer one or more grievances to mediation-arbitration in accordance with Section 105 of the Labour Relations Code of British Columbia.

9.5 Expedited Arbitration

In accordance with Section 104 of the Labour Relations Code of British Columbia, either Party may refer an unresolved grievance to expedited arbitration as provided therein.

9.6 Settlement Officer

In accordance with Section 87 of the Labour Relations Code of British Columbia, either Party may refer an unresolved grievance to a Settlement Officer for assistance in resolving the matter.

9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing. Failure to initiate or process a grievance in accordance with the stipulated time limits or those that are mutually altered will result in abandonment of the grievance.

9.8 No Legal Counsel

No legal counsel will be used to present cases pursuant to Clauses 9.4, 9.5, and 9.6 above. The Union will use its own staff or elected officers and the Employer will use staff of the Okanagan Mainline Municipal Labour Relations Association or appointees who meet the above criteria.

ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Right to Have a Steward Present

(a) An employee shall have her Union Steward present at any disciplinary discussion with supervisory personnel. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact her Union Steward, providing that this does not result in an undue delay of the

appropriate action being taken. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A Union Steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the Union Steward believes might be the basis of disciplinary action against the Union Steward, providing that this does not result in an undue delay in the appropriate action being taken.

10.3 Access to Personnel File

An employee, or the President of the Union or his designate with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or his designate, as the case may be, shall give the Director of Libraries adequate notice prior to having access to such file.

10.4 Notice of Demotion, Suspension, and Dismissal

The Employer shall notify an employee in writing of its decision to demote, suspend or discharge the employee and shall, in the notice, indicate the full reasons for the action. A copy of such notice shall be forwarded to the Union.

10.5 Dismissal or Suspension

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 or Step 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred or within thirty (30) days of the employee receiving notice of dismissal or notice of suspension. The Parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"Seniority" is defined as all hours for which compensation is received from the Employer converted to days on the basis of a seven (7) hour workday.

11.2 Employee Status Definitions

- (a) *"Regular full-time employees"* shall mean those employed on a regularly-scheduled full-time basis.
- (b) *"Regular part-time employees"* shall mean those employed on a regularly-scheduled part-time basis.
- (c) *"Casual employees"* shall mean those employed to provide relief for six (6) consecutive months or less for vacations and/or illness, or other approved leave; or to assist staff during peak periods. In unusual circumstances casual employees may exceed six (6) months by mutual agreement of the Parties to this Collective Agreement; such agreement shall not be unreasonably withheld.
- (d) *"Special project/summer student"* means a student hired under the auspices of the Federal and Provincial Governments' Special Employment Programs or to provide meaningful experience in library work, and so designated by mutual agreement between the Employer and Union. Such persons shall be paid in accordance with the rate(s) established under the terms of the specific grant. It is also agreed that these persons will be employed for the stated duration of the period of funding and considered

terminated for cause upon completion of their specified term. It is agreed that no full-time, part-time or casual employee shall be laid off as a direct result of the employment of these special project persons.

11.3 Seniority Lists

- (a) A seniority list for regular full-time and part-time employees shall be maintained and seniority shall be on a bargaining-unit-wide basis.
- (b)
 - (1) Seniority lists for casual employees shall be maintained bargaining-unit-wide. For the purposes of subsections (2) and (3), seniority accrual will commence from July 1, 1993.
 - (2) A casual employee who has worked in excess of four hundred and twenty (420) hours shall accumulate seniority within the bargaining unit on the basis of all hours worked. Upon completion of the four hundred and twenty (420) hours, a casual employee's seniority shall include the accumulated four hundred and twenty (420) hours.
 - (3) Casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Library System, shall earn seniority credits toward the four hundred and twenty (420) hours, and/or, where the four hundred and twenty (420) hours has been achieved, shall earn seniority for all hours the employee would have worked had she not been injured and been able to stay on the job.
- (c) The Employer shall post the seniority lists in February and August of each year. After such posting, each list shall become final with respect to the employees designated therein, except as to any employee who disputes the matter, who may then refer to the grievance procedure.
- (d) An updated casual seniority list will be provided and posted by the twentieth day of each month for the month just ended. Hiring/recall decisions with respect to seniority will be based, therefore, upon the seniority list in effect at the date of the hiring/recall arrangements being made.

11.4 Work Assignments

- (a) *Full-Time and Part-Time Hours:* When it is determined by the Director of Libraries that a substitutional opportunity for full- or part-time hours is available then:
 - (1) the opportunity shall first be offered to qualified regular full-time employees, in order of bargaining unit-wide seniority;
 - (2) thereafter, first refusal shall be granted to qualified part-time employees, based upon their bargaining unit-wide seniority, pursuant to the definition in Clause 11.3(b)(1) above.
- (b) *Casual Hours:* A qualified part-time employee shall have the opportunity, in order of seniority, of casual work arising in the bargaining unit. Where part-time employees are unavailable or decline, such work shall next be offered to qualified laid-off regular employees on recall followed by available qualified casual employees with seniority, from the bargaining unit, on the basis of seniority, and thereafter to qualified casual employees without seniority.
- (c) Qualified full-time and part-time employees in the same classification and in the same branch may, by mutual consent, and with the approval of the Employer, temporarily exchange shifts provided it does not result in added costs or a reduction in service.

11.5 Loss of Seniority

A regular employee shall lose her seniority in the event that she:

- (a) is discharged for just cause;
- (b) voluntarily terminates her employment;

- (c) is on layoff for more than twelve (12) months;
- (d) is absent without leave and without a reasonable explanation for three (3) consecutive days.

11.6 Seniority While on Leave of Absence Without Pay

An employee on leave of absence without pay other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunities should increase in proportion to length of service.

Therefore, where two (2) or more applicants have qualifications, and/or abilities, and experience which are relatively equal, the applicant with the greater seniority shall be awarded the position, promotion, and/or transfer. "Regular" seniority shall take precedence over "casual" seniority.

12.2 Job Posting

- (a) (1) When a regular full-time or part-time vacancy occurs or a new full-time or part-time position is created, the Employer shall post notice of the position in all branches and on all bulletin boards in the Headquarters Library for at least fourteen (14) calendar days and forward a copy to the Union.
- (2) If the Employer deems it necessary to fill the vacancy for the fourteen (14) calendar day posting period, or until the successful applicant can assume the position, it may, subject to the provisions of Clause 11.4, employ a casual employee without posting.
- (b) Postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Prior to outside hiring, present employees shall be given first consideration.

12.3 Probation on Initial Appointment

- (a) Upon initial appointment, a regular employee will serve a probationary period of six (6) calendar months in the position to which she has been appointed. During the probationary period the Employer may dismiss the employee for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary employee shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed. Conditional on suitability for the position, the employee shall be confirmed in the position after the period of six (6) calendar months.
- (b) In the event that, during the probationary period, the employee has frequent absences which preclude the opportunity for the Employer to properly evaluate her performance, the Parties to this Collective Agreement may mutually agree to extend the probation, but in no case longer than three (3) months.

12.4 Trial Period

Upon appointment, an employee other than a probationary employee shall be placed on a trial period for three (3) calendar months. Conditional on satisfactory service, the employee shall be confirmed in her

new position after the period of three (3) calendar months. 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 position she shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and wage or salary rate without loss of seniority.

12.5 Relocation Expenses

The Employer shall send a letter to the Union no later than June 1, 1999 recording the Employer's policy on relocation expenses that shall be maintained for the life of this Agreement.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff

(a) In the event of layoff, which shall include a cessation of employment or elimination of a job or reduction of hours resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, regular full-time and regular part-time employees shall be laid off in the reverse order of seniority in accordance with their classification. A senior employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

(b) The Employer shall notify employees who are to be laid off at least four (4) calendar weeks prior to the effective date of layoff.

13.2 Severance Pay

An employee may elect severance, pursuant to sections (a) and (b) below, rather than recall. An employee who chooses not to bump, pursuant to Clause 13.1 above, may elect severance pay in accordance with the following.

(a) Regular employees who have successfully completed their probationary period and who are laid off may opt for severance pay based upon years of service. Severance pay shall be calculated at one (1) week of regular pay for every full year of service and prorated for partial years. The employee will not receive an amount in excess of six (6) months' salary. Employees who opt for severance pay will not be subject to recall in accordance with Clause 13.3. Upon receiving severance pay, an employee will be deemed to have resigned.

(b) For the purposes of Clause 13.2(a), regular employees are entitled to receive severance pay based on a straight-time hourly equivalent of each year of service. One (1) year of service shall be credited for every eighteen hundred and twenty-seven (1827) straight-time hours of work completed. Severance pay shall be similarly prorated for partial years.

13.3 Reinstatement and Recall

(a) Regular employees - Recall will be by seniority and qualification, on a bargaining-unit-wide basis. Decline of recall involving a relocation is not a resignation and brings no penalty.

(b) Casual employees - Recall will be based upon offered work assignments pursuant to Clause 11.4(b).

(c) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

- (1) delivery of notice either orally or by letter by an Employer's representative;

- (2) local or long distance telephone communication;
- (3) registered letter or telegram.

(d) Subject to Clauses 13.3(a) and (b) above, an employee who does not respond within forty-eight (48) hours of the Employer's initial contact attempt, as per Clause 13.3(c), or who refuses to report to work shall be dropped to the bottom of the recall list. An employee shall report to work at the time specified by the Employer within seven (7) days of the Employer's initial attempt to contact him.

(e) Each employee on layoff shall be responsible for keeping the Employer notified of a current contact point through which she can be reached.

ARTICLE 14 - HOURS OF WORK

14.1 Workday/Workweek

The normal workweek shall be established on the principle of thirty-five (35) hours within a five (5) day week. The normal workday shall consist of a scheduled period of seven (7) hours.

14.2 Minimum Hours

- (a) For shifts whose duration is four (4) hours or longer, if an employee commences work and her work is suspended, other than for discipline, the employee shall receive a minimum of four (4) hours' pay.
- (b) No shift, whose duration is less than four (4) hours, will be scheduled at any Kamloops worksites, without the mutual agreement of the Employer and employee.

14.3 Flexible Work Schedule

The Employer and Union designates at a worksite may propose, in writing, a flexible work schedule to the Employer and Union. If the schedule is consistent with the terms of the Collective Agreement, approval, if granted by the Employer, shall be in writing.

ARTICLE 15 - REST PERIODS

- (a) All employees in the Library System working six (6) or more hours shall be entitled to two (2) fifteen (15) minute rest periods during each shift.
- (b) All employees working four (4) or more hours but less than six (6) will be entitled to one (1) fifteen (15) minute rest period.
- (c) In a Branch staffed by a single person on a shift, present conditions for rest periods shall remain in effect for the life of this Agreement.
- (d) An unpaid lunch period of thirty (30) minutes shall be scheduled as close as possible to the middle of any regular shift.

ARTICLE 16 - OVERTIME

16.1 Overtime Compensation

- (a) Every employee who is required to work overtime shall receive compensatory time off in lieu thereof, or be paid for such overtime, at the discretion of the employee. Overtime must be authorized by the supervisor designated by the Director of Libraries.

(b) An employee who is to be paid for overtime shall be paid for such overtime in the following manner:

- (1) time-and-one-half for hours worked in excess of seven (7) hours per day;
- (2) double-time for hours worked in excess of nine (9) hours per day.

(c) An employee who is to receive compensatory time off in lieu of being paid overtime shall be given compensatory time off equivalent to the number of hours for which she would have been paid for the overtime so worked. Compensatory time off shall be taken at a mutually agreeable time between the employee and the Employer. Compensatory time off which exceeds five (5) days shall have the excess paid out as earned.

16.2 Callout

A "*callout*" is defined as any situation when an employee is called from her place of residence to work and subsequently to return to her place of residence, outside of her regular hours. Callout time shall be paid at the applicable overtime rates for all time worked in response to the call. A callout shall be credited as a minimum of three (3) hours, including travel time, at the rates quoted.

ARTICLE 17 - STATUTORY HOLIDAYS

17.1 Paid Holidays

The Employer will observe the following as paid statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving Day	

and any other day declared or proclaimed a statutory or public holiday by the Province of British Columbia, the Government of Canada or the Municipal Government for the locality in which the employee is working.

17.2 Substituting Day of Observance

If, by law, declaration, or proclamation, another day is substituted for the observance of a statutory holiday listed in Clause 17.1, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

17.3 Holiday Falling on a Day of Closure

If a statutory or public holiday falls on other than a normal workday, the Employer may declare that the workday immediately preceding the holiday or the workday immediately following the holiday shall be observed in lieu of the said holiday.

17.4 Holiday Falling on a Day of Rest

Should a statutory or public holiday be observed on a day coincident with an employee's day of rest, such employee shall be given a day off with pay in lieu thereof. The employee must take the day in lieu with pay:

- (a) before the date the employment terminates; or

- (b) if the hours for the day in lieu are credited to the employee's time bank, within six (6) months after the date of the statutory holiday, however, if they cannot be so scheduled, they shall be immediately scheduled on the vacation roster;
- (c) hours from the time bank may normally be taken in increments of one-half (1/2) day.

17.5 Paid Holiday Pay

Employees to whom Clause 17.4 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Clause 17.1.

17.6 Working on a Paid Holiday

If an employee is required to work on a statutory or public holiday, she shall, in addition to her holiday pay, be paid at double her regular or equivalent hourly rate for all hours worked.

17.7 Holiday Occurring During Annual Vacation

Should a statutory or public holiday or lieu day pursuant to Clauses 17.2, 17.3 or 17.4 occur during an employee's annual vacation period, such day will not be counted against the vacation entitlement.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Vacation Entitlement

Subject to Letter of Understanding 1, paid annual vacations for regular employees shall be as follows:

- (a) in the first part-calendar year of service, one-twelfth (1/12) of fifteen (15) workdays for each month or portion of a month greater than one-half (1/2) worked by December 31st;
- (b) during the second and up to and including the third calendar year of service, fifteen (15) workdays;
- (c) during the fourth and up to and including the fifteenth calendar year of service, twenty (20) workdays' vacation;
- (d) during the sixteenth and subsequent calendar years an employee shall receive twenty-five (25) workdays' vacation per calendar year. Effective January 1, 2003, during the sixteenth and up to and including the twenty-first calendar year of service, twenty-five (25) workdays' vacation per calendar year.
- (e) Effective January 1, 2003, during the twenty-second and subsequent years of service, thirty (30) workdays' vacation per calendar year.

18.2 Vacation Pay on Termination of Employment

When an employee leaves the Library System she shall receive vacation pay less any vacation days earned and granted during the current calendar year except where the employee has exceeded her entitlement, in which case amounts overpaid will be deducted from her final cheque.

18.3 Vacation Scheduling

- (a) Vacations for employees shall be taken at such time as mutually agreed upon between the employee and the Employer when quality and regularity of operations shall not be impaired.
- (b) Vacation for each classification shall be governed by seniority in the appropriate Branch.

(c) Vacation schedules, once finalized, shall not be changed other than with mutual agreement between the employee and the Director of Libraries.

18.4 Vacation Carryover

(a) An employee may carry over a maximum of five (5) days' vacation to the next year subject to written approval of the Director of Libraries. Such a request must be submitted by December 31st of the year in which it was earned and shall not be unreasonably withheld. Subject to the approval of the Director of Libraries, an additional five (5) days may be carried over.

(b) An employee shall not receive cash in lieu of vacation time except upon termination.

18.5 Vacation Year

The vacation year shall be January 1st to December 31st inclusive.

18.6 Payday During Period of Leave

Employees may request and receive any cheque which would normally be payable during a period of vacation, or leave of absence, up to five (5) days preceding commencement of the vacation or leave of absence. Notice in writing of such request must be given fifteen (15) calendar days before the date the cheque is to be issued.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Entitlement

Regular full-time employees shall become eligible for sick leave benefits after they have completed six (6) months' continuous service with the Employer on the following terms and conditions:

(a) Regular employees who have completed their first thirty (30) calendar days of continuous employment shall be entitled to sick leave with pay accumulated on the basis of one and one-half (1½) days per month. An employee who takes sick leave with pay and leaves the service of the Employer prior to the completion of six (6) months of continuous service shall repay to the Employer those days taken in the form of a deduction from the employee's paycheque.

(b) On completion of six (6) months' continuous service with the Employer, the employee shall continue to accumulate sick leave credits on the basis of one and one-half (1½) days per month to a maximum of one hundred and twenty (120) workdays.

19.2 Reporting Sickness or Injury

(a) The employee shall inform the Employer prior to the commencement of her shift, or as soon as possible thereafter, of her inability to report to work because of illness or injury.

(b) The employee may be required to provide a doctor's certificate for illness or injury of three (3) days or more, at the Employer's cost, and on the Employer's time, if applicable.

(c) The Employer may require a doctor's certificate if a pattern of absence is noted, but such shall be at the Employer's cost, and on the Employer's time if applicable.

19.3 Deduction of Sick Leave

(a) All absences due to illness or injury shall be charged against an employee's sick leave credits.

(b) An employee should make every effort to schedule dental and medical appointments outside of normal working hours. When such scheduling cannot be arranged, an employee will have charged against her sick leave credits the full time of absences for these purposes when such absences exceed four (4) hours in any calendar month.

(c) Upon request an employee who has exhausted her sick leave will be issued a Record of Employment so that she may apply for Unemployment Insurance Sick Leave Benefits.

19.4 Balance of Entitlement Request

An employee shall be advised of the balance of her sick leave credits within seven (7) days of a written request to the Employer.

19.5 Payout of Sick Leave

Other than as specifically provided within this Agreement, payout of sick leave is not required by this Agreement.

19.6 Approved Leave of Absence With Pay During Vacation

When an employee on vacation becomes eligible for bereavement leave (Clause 20.1) or jury duty (Clause 20.3) or is admitted as a patient to a hospital, then the vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

(a) In the case of bereavement in her immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed three (3) workdays.

(b) *"Immediate family"* is defined as an employee's parent, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) *"Spouse"* includes husband, wife, and common-law spouse. *"Common-law spouse"*, for the purpose of Clauses 20.1 and 20.2, includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that she has been living in a common-law relationship.

20.2 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay for the following:

(a) Emergency leave may be granted to regular employees up to and including three (3) consecutive workdays with full pay and without loss of benefits. Such leave shall be deducted from the employee's sick leave benefits.

(b) Where leave from work is required, an employee shall be entitled to special leave at her regular rate of pay for the following:

- (1) attend the wedding of the employee's child - one (1) day;
- (2) birth or adoption of the employee's child - one (1) day;
- (3) marriage of the employee - one (1) day.

20.3 Jury Duty

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between her normal earnings and the payment she received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

20.4 Compassionate, Educational & Extended Vacation Leave

By mutual agreement, leave of absence will be granted to a maximum of six (6) months without pay to employees for compassionate reasons or for education, training, or extended vacation purposes, conditional on the following terms:

- (a) that the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen;
- (b) that the employee shall disclose the grounds for application;
- (c) that the Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available;
- (d) an extension may be granted upon receipt of written application to the Director of Libraries; such extension shall not be unreasonably withheld.

20.5 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

20.6 Accumulation of Benefits

- (a) In all cases of leaves of absence without pay of up to and including one (1) month, all benefits shall accumulate as though the employee was at work. When the leave of absence without pay is for more than one (1) month, sick leave credits, vacation accrual, and seniority accumulation entitlements shall remain static. Subject to the provisions of Clauses 2.8, 21.4, and 21.5, an employee may remain on the Health and Welfare Plans by maintaining the costs of the same for any portion of the leave without pay which exceeds one (1) month.
- (b) Where an employee is absent due to illness for an extended period of time her seniority shall accrue until such time as she has exhausted her sick leave entitlement. Thereafter her seniority accumulation and vacation accrual shall remain static until she returns to work.
- (c) A full-time employee in receipt of Long-Term Disability Benefits or on a claim recognized by the Workers' Compensation Board shall have her health and welfare benefit premiums maintained and the Employer shall continue to pay its portion of the premium cost for a period of four (4) months and the employee can maintain coverage for a further eight (8) months by paying the full cost of the premiums.

20.7 Family Illness

- (a) *Child Responsibilities:* An employee is entitled to two (2) days' paid sick leave during each calendar year and an additional three (3) days unpaid to meet the care needs of an ill child (prorated if less than a calendar year).
- (b) *Family Responsibilities:* An employee is entitled to up to five (5) days of unpaid leave during each year to meet the care, education, or health needs of any other member of the employee's immediate family including common-law spouse (prorated if less than a calendar year). Employees agree that every effort will be made to schedule family responsibility matters outside work hours.

20.8 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time off (CTO), unused vacation, or lieu days.

ARTICLE 21 - PARENTAL, MATERNITY, & ADOPTION LEAVE ENTITLEMENTS

21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave **as follows:**

- (a) Upon request, the employee will be granted leave of absence without pay for a period of not more than **seventeen (17) weeks.**
- (b) The period of maternity leave without pay shall be from **eight (8)** weeks before the expected date of termination of the pregnancy, or a later time the employee requests.
- (c) **Where** an employee who is at work becomes ill or injured following the commencement of the **eight (8)** week period in section (b) above, or later as requested in section (b) above, such illness or injury shall be covered by available sick leave credits pursuant to Clause 19.1.
- (d) On return from maternity leave, an employee shall be placed in her former position, or in a position of equal rank and basic pay.
- (e) No employee shall be discriminated against with respect to the application of sick leave provisions, as a result of her **pregnancy.**

21.2 Parental **(Includes Adoption)** Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to **thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.**
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **thirty-five (35)** weeks' parental leave between them. **"Parents"** shall include a common-law spouse as defined in Clause 25.1.
- (c) Such written request pursuant to section (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

- (d) On return from parental leave, an employee shall be placed in her former position, or in a position of equal rank and basic pay.
- (e) In the case of adoption, the employee shall have to furnish proof of adoption.

21.3 Seniority, Vacation and Benefits

- (a) A regular employee on maternity, parental or adoption leave shall continue to accrue seniority, and sick leave credits.
- (b) Such employee shall continue to qualify for annual vacation entitlement increases and shall not earn vacation time or pay during such leave. Unused vacation time may be carried over to the following year, notwithstanding Clause 18.4(a).
- (c) The Employer, during maternity, parental, and/or adoption leave, shall maintain coverage for Medical, Extended Health, Dental, Group Life, and Long-Term Disability Benefits and shall pay the Employer's share of the premiums.

21.4 Extension of Maternity or Parental Leave

Maternity, parental or adoption leave may be extended for up to an additional six (6) months without pay, without further seniority accrual, and without entitlement to paid benefits. The employee shall have the right to continue their benefits by paying the premiums during such leave.

Note: Any members who might be pregnant or intending to adopt at the effective date of the Collective Agreement shall have the right to elect to take Maternity, Parental or Adoption Leave pursuant to the provisions of the previous Collective Agreement, if they choose.

ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY

22.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Occupational Health & Safety Committees

- (a) An Occupational Health & Safety Committee shall be established consisting of two (2) Union representatives and two (2) Employer representatives. The Committee will be responsible for preparing recommendations to management concerning unsafe working conditions, introduction of a safety education program, and other related matters.
- (b) The Committee shall develop its own procedures and shall meet as required, but no less than four (4) times a year.
- (c) Employees who encounter safety and/or health problems related to the work environment shall report these to their supervisor. The supervisor, if unable to deal with the problem personally, shall refer the matter to the Manager of Library/Support Services. In the absence of an immediate supervisor, the employee shall report to the Manager of Library/Support Services. Matters of other than routine importance shall be referred to the Occupational Health & Safety Committee.

22.3 Video Display Terminals

(a) In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Labour-Management Committee.

(1) In instances where a pregnant employee indicates a concern about working on video display equipment, the Employer will attempt to reassign that employee to work which does not involve exposure to video display terminals.

(2) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment, however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. However, nothing in this Article will be construed as denying a pregnant employee all rights and privileges provided in Article 21 (Maternity Leave) of this Agreement. The employee shall request such leave in writing and such leave will be uninterrupted.

(3) Pregnant employees may request a relief period, totally removing herself from a video display terminal. It is incumbent upon the employee to make such requests in writing, and present same for supervisor approval.

(4) The relief period as stated above will not exceed two (2) hours per workday, and will be granted in addition to lunch breaks and/or coffee breaks presently scheduled.

(5) The employee will be relocated within the worksite and assigned other duties during her relief period.

(6) The relief period as well as the reassignment of duties (where applicable) will be arranged between the supervisor and employee.

(7) The employee's schedule will be signed by the above parties, with copies forwarded to Library Headquarters and the Union Steward.

(b) The Parties agree that the Labour-Management Committee shall investigate concerns regarding video display terminals on an ongoing basis and may seek the assistance of knowledgeable individuals concerning exposure to video display terminals. However, the Employer agrees to purchase only CSA-approved VDT equipment which meets the criteria of the Federal Radiation Emitting Devices Act.

(c) During the term of this Collective Agreement, the Labour-Management Committee or Occupational Health and Safety Committee shall investigate the following matters:

- ◆ ergonomic issues related to new equipment and facilities;
- ◆ new equipment standards.

22.4 Injury Pay

An employee who is injured on the job during working hours and who is required to leave for treatment or sent home for such injury shall receive payment for the remainder of her shift.

22.5 Death Of An Employee

Both the Employer and the Union Stewards will attempt to immediately inform each other and the Union in the event of the death of an employee.

22.6 Occupational First Aid

Those persons designated and required by the Employer to have a First Aid Certificate shall receive fifty cents (50¢) per hour while so designated.

ARTICLE 23 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological changes shall be in accordance with Sections 53 and 54 of the Labour Relations Code of British Columbia.

ARTICLE 24 - CONTRACTING OUT

- (a) Prior to contracting out, the Employer agrees to notify the Union in advance.
- (b) Utilization of volunteers who generally participate in activities or projects distinct from work normally performed by bargaining unit members will not be considered as contracting out.
- (c) The Employer agrees not to contract out work currently performed by full-time or part-time employees covered by this Agreement which directly results in the laying off of or failure to recall such employees.

ARTICLE 25 - HEALTH & WELFARE BENEFITS

25.1 Benefit Summary

A summary only of Health and Welfare Benefits is provided below. Where spousal benefit coverage is provided, it shall include "*common-law spouse*", defined as same sex and opposite sex individuals where the employee has signed a declaration or affidavit that s/he has been living in a common-law relationship or has been cohabiting for at least twelve (12) months. The period of cohabitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/ren for taxation purposes.

25.2 Basic Medical Insurance

All full-time and part-time employees may choose to be covered by the medical plan for which the British Columbia Medical Plan is the licensed carrier. The employee shall pay one hundred percent (100%) of the regular premium costs.

25.3 Extended Health Care

- (a) The Employer will maintain in good standing the Extended Health Care Plan which is in existence at the time of this Agreement for which the Employer shall pay one hundred percent (100%) of the monthly premium for all full-time employees and their families.
- (b) The Extended Health Care Plan shall further provide:
 - (1) Vision Coverage which shall provide benefits for employees and dependent children to a maximum of **three hundred dollars (\$300) every two (2) years;**
 - (2) twenty-five dollars (\$25) deductible per calendar year;
 - (3) eighty percent (80%) reimbursement of all eligible out-of-country expenses for services/treatment not available in Canada;
 - (4) unlimited lifetime maximum coverage, except for treatment outside of Canada for mental or nervous disorders, in which case the lifetime maximum is twenty-five thousand dollars (\$25,000).

25.4 Dental Plan

The Employer agrees to pay the dental premiums necessary to provide coverage to full-time employees and their families on the following basis:

- (a) Preventative dentistry..... eighty percent (80%);
- (b) Restorative dentistry eighty percent (80%);
- (c) Major restorative dentistry..... eighty percent (80%);
- (d) Dependent Orthodontia..... fifty percent (50%).

There shall be a maximum limit of one thousand dollars (\$1,000) per calendar {effective January 1, 1997 one thousand five hundred dollars (\$1,500)} year per individual for sections (a), (b), and (c) above and a lifetime maximum limit per individual of one thousand five hundred dollars (\$1,500) in respect of section (d).

25.5 Group Life, Long-Term Disability, & Accidental Death & Dismemberment

The Employer will maintain in good standing a Group Life Insurance Plan and an Accidental Death & Dismemberment Plan during the term of this Agreement for which the Employer shall pay one hundred percent (100%) of the monthly premium for all full-time employees. These plans shall provide:

- (a) *Group Life Insurance* - coverage will be double the employee's gross annual salary with a fifty thousand dollar (\$50,000) minimum.
- (b) *Accidental Death & Dismemberment* - coverage as follows:
 - (1) loss of sight of one eye - one-half ($\frac{1}{2}$) of the principal sum;
 - (2) loss of speech or hearing in both ears - one-half ($\frac{1}{2}$) of the principal sum;
 - (3) loss of hearing in one ear - one-sixth ($\frac{1}{6}$) of the principal sum;
 - (4) loss of thumb and index finger of one hand - one-quarter ($\frac{1}{4}$) of the principal sum;
 - (5) loss of, or loss of use of, one leg including foot - three-quarters ($\frac{3}{4}$) of the principal sum;
 - (6) loss of, or loss of use of, one arm including hand - three-quarters ($\frac{3}{4}$) of the principal sum;
 - (7) loss of one foot or one hand - one-half ($\frac{1}{2}$) of the principal sum;
 - (8) loss of life - principal sum paid to beneficiary.

It is understood that the benefit pursuant to Clause 25.5(b)(8) is payable in addition to the Life Insurance Benefit described in Clause 25.5(a).

- (c) *Long-Term Disability Plan* - the Employer will maintain in good standing a Long-Term Disability Plan and premium costs will be paid fifty percent (50%) by the employee and fifty percent (50%) by the Employer providing seventy-five percent (75%) of monthly salary to a maximum of five thousand dollars (\$5,000) per month with a sixty (60) day waiting period, payable to age sixty-five (65).

If, after termination of any period of disability for which an employee has received monthly income payments and has returned to work on a full-time basis, the employee again becomes disabled as a result of the same or a related disability, the later period of disability will be treated as a continuation of the previous one, if separated by less than six (6) months of active employment, with no new waiting period being applicable.

25.6 Medical Examination

Where the Employer repeatedly requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

25.7 Employee Assistance Program

The Parties shall discuss during the life of this Agreement the viability of providing an Employee Assistance Program.

25.8 Other Employee Benefits

Commencing with their first day of employment part-time and casual employees shall receive an amount equal to **eighteen point two percent (18.2%)** of their total earnings (i.e. including overtime pay) in lieu of annual vacations, statutory holidays, sick **leave, Group Life, Accidental Death & Dismemberment, Extended Health, Dental, and Long-Term Disability Benefits payable in conjunction with the biweekly paycheque.** For those not participating in the Pension (Municipal) Plan, the above amount shall be **twenty-one point two percent (21.2%)**.

ARTICLE 26 - RETIREMENT

26.1 Pension Contributions

The Pension (Municipal) Act applies to the Employer and those who are eligible employees. The Employer, in addition to its own contributions on its behalf, shall deduct from the wages or salary of each eligible employee, as a condition of continued employment, the contributions required of him under the provisions of the Pension (Municipal) Act.

26.2 Retirement Age

On the first day of the month after reaching minimum retirement age under the provision of the Pension (Municipal) Act, every employee will automatically cease to be employed, but the Employer may re-employ an individual over retirement age on a temporary basis.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

Employees' paydays shall be biweekly on an electronic direct-deposit transfer. The pay stub shall be provided on or before the payday **for all employees.**

27.2 Wages

Wage and salary rates shall be set out in Appendix 1 of this Agreement.

27.3 Substitution Pay

- (a) No employee shall be required to substitute into the principle duties of a higher-paying position unless she is assigned to do so in writing by the Director of Libraries.
- (b) If a full- or part-time employee is assigned to substitute as above, she shall be paid the rate for the job.
- (c) If not all of the duties of the job are to be performed, the Employer will prepare a list of the tasks to be performed, and the rate of pay will be based upon the evaluation of the job under the Job Evaluation Plan.
- (d) (1) Casual employees offered work in jobs ranked at job classification level 3 or less shall be paid at classification level 3.

(2) Casual employees offered work in jobs ranked at classification level 4 to 12 inclusive shall be paid **at the rate for the job.**

(3) Casual employees offered work in jobs ranked at classification level 13 or higher shall be paid at classification level 13.

27.4 Rate of Pay on Temporary Assignment

In the event an employee is temporarily assigned to a lower-rated classification, she shall continue to receive her regular rate of pay. This provision does not apply when an employee is laid off and exercises her bumping rights.

27.5 Rate of Pay on Demotion

In the event an employee is demoted due to performance to a lower-rated classification, she shall receive the lower rate of pay.

27.6 Salary Protection

An employee who is reclassified by the Employer to a classification with a lower salary shall receive the rate of pay for the higher-rated job.

The employee shall receive the full negotiated salary increase when the salary of her classification equals or exceeds the salary which she is receiving.

27.7 Vehicle Allowance

A vehicle allowance of **forty-one cents (41¢)** per kilometre for all kilometres travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties.

27.8 Meal Allowance and Per Diem

(a) Employees on travel status away from their worksite shall be entitled to the following meal allowances:

- ❖ Breakfast... twelve dollars (\$12);
- ❖ Lunch fourteen dollars (\$14);
- ❖ Dinner..... twenty-two dollars (\$22).

(b) Consistent with the application with other groups within the Thompson-Nicola Regional District (TNRD), in instances where an employee is required to overnight and work a complete workday, then with the prior approval of the supervisor, a maximum per diem of eighty dollars (\$80) may be approved.

27.9 Shift Premiums - Sunday Opening

(a) Employees who work on Sundays shall be entitled to a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on Sunday.

(b) Staffing can be scheduled by the Employer after input from employees and from the Ad Hoc Committee pursuant to Letter of Understanding 3.

(c) No employee shall be required to work on Easter Sunday.

ARTICLE 28 - CLASSIFICATIONS

The system for job classification shall be the Job Evaluation Plan as described in the Job Evaluation Manual for Job Description, Classifications, and Wage Administration and established in 1993, which is incorporated as part of this Collective Agreement as Appendix 4. Job evaluation does not restrict the right of the Employer to alter, change, or merge jobs.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Resignation/Transfer of Employees

The Employer will notify the Union of all appointments, terminations, resignations, and transfers.

ARTICLE 30 - EMPLOYMENT TERMS FOR CASUAL EMPLOYEES

(a) The Employer shall appoint casual employees in writing. The purpose of such appointment shall be pursuant to Clause 11.2(c). Assignment of work shall be pursuant to Clause 11.4(b).

Appointments shall be as follows (number of casual employee appointments by worksite): Kamloops geographic area - sixteen (16) appointments; Merritt - four (4) appointments; all other worksites – two (2) or less appointments.

(b) The Employer shall provide to the Union a list of the names of all casual employees in receipt of appointment letters within twenty (20) workdays of such appointments.

(c) Casual employees with a letter of appointment are not considered to be occupying a permanent position.

(d) Where a casual employee with a letter of appointment has not worked any relief hours for a period of six (6) consecutive months from the date of last work, such employee shall be automatically struck from the casual seniority list, unless notified otherwise.

(e) The Employer may remove a casual employee from the casual seniority list for unsatisfactory work or unreasonable unavailability.

(f) Subject to Clause 11.4, to cover in emergency situations or in the event of the unavailability of casual employees, a person may be employed for a period not exceeding thirty-five (35) hours in a six (6) month period without appointment. Such persons are only to be used in the event the casual employees are unavailable when required or are presently working.

(g) This Article does not guarantee a minimum or maximum number of relief hours of work.

(h) Where a casual employee is subsequently appointed to a regular full-time or regular part-time position and successfully completes the probationary period, the Employer shall credit that employee with the previous hours worked as a casual employee for seniority purposes.

ARTICLE 31 - DURATION OF AGREEMENT

31.1 Duration

This Agreement shall be binding and remain in effect to midnight, **December 31, 2004.**

31.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **October 15, 2004** but, in any event, not later than midnight, **December 15, 2004**.
- (b) Where no notice is given by either Party prior to **December 15, 2004** both Parties shall be deemed to have been given notice under this Article on **December 31, 2004** and thereupon Clause 31.3 shall apply.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his designate and similar notices on behalf of the Employer shall be given by the Director of Libraries.

31.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 31.2 of this Article, the Parties shall, within twenty (20) days after the notice was given, commence collective bargaining.

31.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

31.5 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of **ratification** of this Agreement. **This Agreement was ratified on October 26, 2001.**

31.6 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

SIGNED this _____ day of _____, 2002.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

George Heyman, President

John E. Smith, Chief Admin. Officer, TNRD

Geraldine Baker, Bargaining Unit Chairperson

Alice Dalton, Director of Libraries

Lana Fisher, Bargaining Committee Member

Sukh Gill, Director of Finance

Jacquie Kirkey, Bargaining Committee Member

Kevin Kierans, Mgr. of Lib. & Supp. Services

Marlene Reimer, Bargaining Committee Member

Dan Bell, Western Industrial Relations

D. Kim Smith, Staff Representative

APPENDIX 2 – NEW STAFF INTRODUCTION LETTER (RE ARTICLE 5)

Date

Name & Return Address

Dear _____

Welcome to the staff of the Thompson-Nicola Regional District Library System. You have been appointed to the position noted below.

Workplace:	Start Date:
Job Title:	Status:
Job Grade:	Wage Rate:
Hours of Work:	Hours Per Week:

Your probationary period for this position is 6 months, which will end on _____.

It is a condition of the Collective Agreement and the Employment Standards Act of B.C. that the enclosed **Union Dues Authorization Form** be completed, signed and returned to TNRD Payroll Department, 4th Floor, 465 Victoria Street, Kamloops, B.C. V2C 2A9. The **Personal Tax Credits Return** must also be completed and returned to the TNRD Payroll Department as your first paycheque cannot be issued without your personal tax credit information.

Your bargaining agent is the B.C. Government and Service Employees' Union (BCGEU). It is a condition of the Collective Agreement and the Employment Standards Act that you become a member of the Union within 30 calendar days of employment and that you maintain such membership.

Your Union Steward is _____ who can be located at _____; work phone _____; home phone _____. You are entitled to meet with your Steward for 15 minutes during working hours during the first 30 calendar days of employment, without loss of pay. Where the Steward is on your worksite, the Steward will assist you with completing the enclosed **Union Membership Application Card**. If the Steward does not work on your worksite, please contact the Steward by phone to arrange to complete and forward the Card to BCGEU Headquarters in Burnaby. There is no initiation fee.

A copy of the Employee Orientation Manual and your current Collective Agreement are enclosed for your information. Please take the opportunity to become familiar with both documents.

Congratulations on your appointment.

Sincerely

Director of Libraries

Enclosures: Union Dues Authorization Form and Personal Tax Credits Return (return to TNRD Payroll)
BCGEU Membership Application Card (return to BCGEU Headquarters, Burnaby)
New Employee Orientation Manual
Collective Agreement

cc: Payroll
 Union Steward
 BCGEU Area Office
 Profiles, Library

APPENDIX 3 – LAYOFF AND RECALL

1.1 Facts

- Seniority for full-time and part-time is bargaining-unit-wide.
- Layoffs are within a classification in reverse order of service seniority.
- Layoff notice is four calendar weeks.

1.2 Process (Subject to Terms of the Collective Agreement)

- (a) Employer generates up-to-date seniority list.
- (b) Employer identifies jobs which are to be subject of layoff and convenes Joint Committee.
- (c) Employer notifies incumbents of pending layoff in writing.
- (d) Employer offers layoff options:
 - (1) layoff with recall;
 - (2) layoff with severance pay;
 - (3) bumping.
- (e) Bumping process (bumping employee must always be qualified and senior to employee being bumped; bumping is lateral or down in pay grade):
 - (1) individual has three workdays from time of receiving notice to elect options in subsections (d)(1), (d)(2), or (d)(3);
 - (2)
 - (i) most senior laid-off person in bargaining unit, in descending order, may bump most junior person in same pay grade in same community;
 - (ii) if no such position exists, the laid-off employee may voluntarily elect to bump the most junior employee in the same pay grade in another community of the bumping employee's choice;
 - (iii) the employee may choose to bypass subsection (ii) above and elect to bump the most junior person in a lower pay grade in the same community;
 - (iv) the employee may choose to bypass subsection (iii) above and elect to bump the most junior person in a lower pay grade in another community of the bumping employee's choice.

(3) In all cases, a laid-off regular employee may elect to be placed at the top of the casual seniority list. Where there is more than one regular employee on this list, the placement will be in order of regular seniority.

In such cases, the employee shall become a casual employee but retains the right of regular recall.

Casual hours worked shall be added to the employee's regular seniority.

For purposes of Clause 11.4(b), this employee will be considered as a ***“laid-off regular employee on recall”***.

- **Note #1:** For multiple layoffs this process must be conducted in seniority order, because an employee being bumped may be senior to one of the other laid-off employees and is entitled to make elections first.
- **Note #2:** If the senior person bumping under subsection (e)(2) is not qualified for the position held by the most junior employee, they may elect to bump the second most junior employee, and so on.
- **Note #3:** Where, within six (6) months of an employee electing to bump, it is determined that the employee is not suited to the position, the option of layoff with severance shall again be offered. In

the event that such employee disputes the matter of her suitability through the grievance procedure, the six (6) months shall be extended by the duration of the grievance procedure.

- **Note #4:** Where an employee elects to bump pursuant to subsections (e)(2)(iii) or (iv) above, the provisions of Clause 27.6 shall not apply.

APPENDIX 4 – JOB EVALUATION MANUAL

ARTICLE 1 - PREAMBLE

This Manual is supplemental to the Collective Bargaining Agreement currently in effect between the Thompson-Nicola Regional District Library System (hereinafter called "the Employer") and B.C. Government and Service Employees' Union (hereinafter called "the Union").

ARTICLE 2 - PURPOSE

This Manual is established as an aid to the Employer and the Union to:

- (a) Preserve the principles and related provisions from which is established an equitable wage and/or salary rate structure.
- (b) Continue the body of job descriptions and classifications upon which the wage and/or salary rate structure is based.
- (c) Provide the procedure through which to maintain the job descriptions and classifications in adjustment with new and changing conditions.

ARTICLE 3 - DEFINITIONS

The following are definitions of terms as used herein:

- (a) **"Basic Agreement"** - The Collective Bargaining Agreement between the Employer and the Union relating to wages and/or salaries and other terms and conditions of employment.
- (b) **"Employee"** or **"employees"** - All persons for whom the Union is the bargaining agent as provide in the Basic Agreement.
- (c) **"Job"** - A function or a combination of such functions for one or more employees.
- (d) **"Job Description"** - The official record which sets forth for a given job the job title and identifying information, location, primary function, machines and equipment used, supervision received, direction exercised and working procedure of that job.
- (e) **"Job Content"** - The requirements of a job as to training, skill, responsibility and working conditions.
- (f) **"Job Classification"** - The official record which sets forth for a given job the job content analysis and factor level code and classification values of the job's requirements as to the following factors:
 - (1) pre-employment training;
 - (2) employment training and experience;
 - (3) mental skill;
 - (4) responsibility for performance;
 - (5) responsibility for contacts;
 - (6) working conditions;
 - (7) responsibility for direction;

- (8) mental effort;
 - (9) physical effort.
- (g) **"Pay Rates"** - The scale of rates established for the respective job classes.
- (h) **"Out-of-Line Differential"** - The amount paid an employee in conformity with the Basic Agreement, when an employee's rate of pay, prior to the application of the standard wage and/or salary scale, is greater than the rate of pay provided for such job in the pay rates.

ARTICLE 4 - FACTORS OF JOB DESCRIPTIONS & CLASSIFICATION

- 4.1 The conditions which surround each job are such that accurate comparisons and grouping of jobs by title only are not possible. It is necessary to obtain full knowledge regarding the functions of each job and its requirements through a job description which sets forth for the job:
- (a) job title and identifying information;
 - (b) location;
 - (c) date of description;
 - (d) primary functions of the job;
 - (e) machines and equipment used;
 - (f) supervision received;
 - (g) direction exercised;
 - (h) working procedure.
- 4.2 The importance of adequate job descriptions cannot be over stressed. The job description serves to record the conditions from which the job is classified originally, and to judge changes in job content which result from new or changed conditions when such are established from time to time. It is of particular importance that job descriptions contain all pertinent information necessary to reflect the assigned duties and responsibilities of the job. Duties performed by an individual for training purposes are not to be included in the description of the job. Descriptions are to be written in a manner that will permit analysis and proper consideration of changes in duties resulting from changes in procedure, organization or equipment. Jobs covered by this Manual cannot usually be identified in terms of specific equipment or operations. Most consist of individual assignments comprising various functions which are found in different combinations in jobs identified by the same title.
- 4.3 The classification of jobs on the basis of job content involves certain basic determinations with respect to the effort, skill, responsibility and working conditions required by each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and classification of each job's requirement and relative worth on the basis of the nine factors outlined in Article 3(f).
- 4.4 Job classifications serve to:
- (a) Group jobs having substantially equivalent content in the same job class regardless of location.
 - (b) Reduce the number of job classifications to the smallest practical number.
 - (c) Provide the basis from which to gauge equitable wage and/or salary relationships as between jobs.
 - (d) Form the foundation from which to measure changes in job content from time to time.
 - (e) Enable the application of the pay rates scale.

4.5 The basic guides, through which to analyze the job's requirements as to the respective factors of job content and to determine the factor level code and numerical classification values of such requirements, are set forth in the following paragraphs.

I. PRE-EMPLOYMENT TRAINING

Pre-employment training is the mental development and general knowledge required to absorb the specific training necessary for satisfactory performance of the duties of the job. Such mental development and general knowledge are ordinarily the results of schooling or self study.

<i>Code</i>	<i>The Job Requires Sufficient Pre-Employment Training to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require the ability to understand and follow simple oral or written instructions:</i></p> <ul style="list-style-type: none"> • Reinforce books, and prepare books for further processing by affixing pockets and fly leaves. • Clean and secure a building, provide public access. • Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage. • Clean tools, instruments, machines or equipment; lubricate and replace minor parts. • Operate simple machines and make simple adjustments. 		<i>Base</i>
<i>B</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require close attention to a variety of detail:</i></p> <ul style="list-style-type: none"> • Use simple survey equipment such as tape, plumb bob, level rod, etc. • File numerically or alphabetically; list words or numbers; post directly; proofread. • Receive visitors and arrange for appointments. • Take and transcribe dictation. • Write routine letters or reports. • Prepare invoices by selecting applicable data and combining into finished invoice form. • Disburse stores material. • Operate office equipment such as calculator, typewriter, office phone system, facsimile machine, photocopier. • Operate light mobile equipment such as a pickup truck. 		<i>.4</i>
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require the ability to understand and follow written procedures and to understand the terminology of a particular field:</i></p> <ul style="list-style-type: none"> • Assist the public with reader's advisory and reference and children's requests. • Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list. • Locate codes, prices or other data in direct reference sources, and apply, compare or compile into records or reports. • Select prices, codes or other data from established general sources, and apply, post or compile into records, where selection and placement require knowledge of the subject or interpretation of descriptive material. • Set up and test new equipment such as printers, word processors. 		<i>1.1</i>

<i>Code</i>	<i>The Job Requires Sufficient Pre-Employment Training to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Assign personnel to ensure optimum utilization. • Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices. • Write a non-routine letter or report to present established information. • Examine invoices for the purpose of determining propriety of charges by considering pertinent data such as receipt of material prices, quantities, discount terms, f.o.b. terms approval for payment, etc. • Receive and inspect stores or construction material. • Determine order points for stores materials by considering such factors as needs, delivery time and present stocks. • Operate office equipment such as word processor and personal computer. 		
<i>D</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require a working knowledge of a particular field:</i></p> <ul style="list-style-type: none"> • Be responsible for weeding the system's book collection and identify bottlenecks in the work flow of the department. • Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information. • Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks. • Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of the reasonableness of results and investigation of supporting data for content and accuracy. • Interpret and analyze test results to determine disposition. • Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information. • Set up and operate all precision surveying instruments such as transits, levels, etc. • Investigate equipment and operations and collect engineering data. • Inspect construction work in progress to assure compliance with specifications and plans. • Prepare, test and maintain computer programs from detailed specifications. • Set up and operate multi-terminal computer systems in an on-line, time-sharing and/or networked environment. • Perform or plan trades functions involving a knowledge of mechanical or electrical principles. 		<i>1.8</i>
<i>E</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require a working knowledge of a particular field and correlation of such knowledge with associated fields:</i></p> <ul style="list-style-type: none"> • Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services. • Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials. 		<i>2.5</i>

<i>Code</i>	<i>The Job Requires Sufficient Pre-Employment Training to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Be responsible for the effective delivery of library service in a designated branch by planning and organizing branch library resources to meet community needs and interests. • Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users. • Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity. • Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis. • Prepare design layouts and arrangements from general information. • Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities. • Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc. • Perform or plan complex trade functions, requiring a knowledge of electronics, steam combustion or metal machining principles. • Design, develop, implement and document computer systems. 		

II. EMPLOYMENT TRAINING AND EXPERIENCE

Employment training and experience is the specific training and experience, in addition to pre-employment training, necessary to acquire proficiency in performing the duties of the job. Consider the total necessary time spent on directly-related work as well as on the job being classified. Such total time should be based on continuous progress and should not be increased because of lack of turnover on the job ahead. Include the time required to learn manual machine skills, such as typing, calculating machine operation, etcetera, whether acquired in a commercial school or on the job; the time required is computed in terms of full workdays devoted to learning the skill.

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require up to two months to acquire proficiency:</i></p> <ul style="list-style-type: none"> • Reinforce books, and prepare books for further processing by affixing pockets and fly leaves. • Clean and secure a building; provide public access. • File numerically or alphabetically; list words or numbers; proofread. • Use simple survey equipment such as tape, plumb bob, level rod, etc. • Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage. • Operate simple machines and make simple adjustments. • Receive visitors and arrange for appointments. • Clean tools, instruments, machines or equipment; lubricate and replace minor parts. 		<i>Base</i>

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
B	<p><i>Perform work assignments, such as the following or their equivalent, which require 3 to 6 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> • Post directly into records or report. • Write routine letters or reports. • Disburse stores materials. • Operate office equipment such as calculator, typewriter, word processor, office phone system. • Operate light mobile equipment such as a pickup truck. 		.3
C	<p><i>Perform work assignments, such as the following or their equivalent, which require 7 to 12 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> • Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list. • Locate codes, prices or other data in sources where knowledge of procedures and terminology is necessary for selection of appropriate data and apply, post, compare or compile into reports or records. • Write a non-routine letter or report under general instructions as to content and presentation. • Prepare invoices by selecting applicable data and combining into finished invoice form. • Take and transcribe dictation. • Receive and inspect stores materials. • Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information. • Set up and operate all precision surveying instruments such as transits, levels, etc. • Operate office equipment such as word processor and personal computer. 		.6
D	<p><i>Perform work assignments, such as the following or their equivalent, which require 13 to 18 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> • Assist the public with reader's advisory and reference and children's requests. • Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks. • Interpret descriptive material in order to select codes, prices or other data from established sources, and apply or compile to records, reports or documents. • Set up and test new equipment such as printers and word processors. • Write a non-routine letter or report to present established information without instruction as to content or presentation. • Examine invoices for the purpose of determining propriety of charges by considering pertinent data, such as, receipt of material, prices, quantities, discount terms, f.o.b. terms and approve for payment. 		.9

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Prepare, test and maintain computer programs from detailed specifications. • Determine order points for stores materials by considering such factors as needs, delivery time and present stocks. • Assign personnel to ensure optimum utilization. • Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices. • Interpret and analyze test results to determine disposition. • Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis. 		
<i>E</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 19 to 24 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> • Be responsible for the effective delivery of library service in a designated branch by planning and organizing branch library resources to meet community needs and interests. • Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department. • Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information. • Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials. • Supervise and coordinate the work of branch staff developing and maintaining community relationships to support library services. • Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users. • Select prices and other data from established general sources, and combine, compile and apply such data to records or reports, where selection and placement require knowledge of principles. • Prepare comprehensive closing reports in final form requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy. • Investigate equipment and operations and collect engineering data. • Inspect construction work in progress to assure compliance with specifications and plans. • Set up and operate multi-terminal computer systems in an on-line time-share and/or networked environment. • Perform or plan trades functions involving a knowledge of mechanical or electrical principles. 		<i>1.2</i>

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc. 		
<i>F</i>	<p><i>Perform work assignments, such as the following or their equivalent, which take 19 to 24 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> Write specifications in contract or questionnaire form from designs, sketches, or general information for purchase or lease of equipment materials or facilities. Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles. 		<i>1.5</i>
<i>G</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 31 to 36 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services. Analyze cost, engineering or technical data, plan method for collecting data and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity. As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries. 		<i>1.8</i>
<i>H</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 37 to 48 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> Design, develop, implement and document computer systems. 		<i>2.4</i>
<i>I</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 49 months and over to acquire proficiency:</i></p> <ul style="list-style-type: none"> Prepare design layout and arrangement from general information. 		<i>3.0</i>

III. MENTAL SKILL

Mental skill is the selection, interpretation and analysis required to visualize, reason through and plan details of the duties of the job.

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where duties and results are obvious:</i></p> <ul style="list-style-type: none"> Reinforce books, and prepare books for further processing by affixing pockets and fly leaves. Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage. Clean tools, instruments, machines or equipment. 		<i>Base</i>
<i>B</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where duties are obvious but require slight judgement to complete the job:</i></p> <ul style="list-style-type: none"> Operate light mobile equipment such as a pickup truck. File numerically or alphabetically; list words or numbers; proofread; post directly. Clean and secure a building, provide public access. 		<i>.4</i>

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Receive visitors and arrange for appointments; write routine letters or reports. • Operate simple machines and make simple adjustments. • Operate simple equipment such as typewriter, calculator, or office phone system. • Use simple survey equipment such as tape, plumb bob, level rod, etc. • Lubricate and replace minor parts on office equipment • Write routine letters or reports 		
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, involving a variety of detail and requiring some judgment to make indicated selections:</i></p> <ul style="list-style-type: none"> • Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list. • Select or locate codes, prices or other data in established sources, and apply, compare, post or compile into records or reports. • Examine invoices for the purpose of determining propriety of charges by considering pertinent data such as receipt of material, prices, quantities, discount terms, f.o.b. terms. • Prepare invoices by selecting applicable data and combining into finished invoice form. • Write a non-routine letter or report under general instructions as to content and presentation. • Set up and test new equipment such as printers, word processors. • Take and transcribe dictation. • Receive, inspect and disburse stores material. • Determine order points for stores materials by considering such factors as needs, delivery time and present stocks. • Operate office equipment such as word processor and personal computer. 		<i>1.1</i>
<i>D</i>	<p><i>Perform work assignments, such as the following or their equivalent, requiring interpretation within established limit:</i></p> <ul style="list-style-type: none"> • Assist the public with reader's advisory and reference and children's requests. • Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks. • Interpret descriptive material in order to select codes prices or other data from established sources, and apply or compile into records, reports or documents. • Interpret and analyze test results to determine disposition. • Assign personnel to ensure optimum utilization. • Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy. 		<i>2.2</i>

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Write a non-routine letter or report to present established information without instructions as to content or presentation. • Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices. • Prepare or check detail drawings of equipment or structure from designs, sketches, marked prints or specific information. • Set up and operate all precision surveying instruments such as transits, levels, etc. • Prepare, test and maintain computer programs from detailed specifications. • Perform or plan trades functions involving a knowledge of mechanical or electrical principles. 		
<i>E</i>	<p><i>Perform work assignments, such as the following or their equivalent, requiring interpretation and analysis to apply general procedures:</i></p> <ul style="list-style-type: none"> • Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department. • Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information. • Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials. • Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users. • Select data from established general sources, and apply such data to records or reports, where selection and placement require interpretation and analysis of general procedures, and knowledge of principles. • Investigate equipment and operations and collect engineering data. • Inspect construction work in progress to assure compliance with specifications and plans. • Set up and operate multi-terminal computer systems in an on-line, time-sharing and/or networked environment. • Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis. • Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities. • Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc. • Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machinery principles. 		3.3

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>F</i>	<p><i>Perform work assignments, such as the following or their equivalent, requiring analysis, planning, and development of methods or procedures in accordance with general principles of a field and originality of thinking to meet new conditions:</i></p> <ul style="list-style-type: none"> • As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries. • Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services. • Analyze cost, engineering or technical data, plan method for collecting data and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity. • Prepare design layouts and arrangement from general information. • Design, develop, implement and document computer systems. 		<i>4.5</i>

IV. RESPONSIBILITY FOR PERFORMANCE

Responsibility for performance measures the relative importance of the application of knowledge, training, and skills required for satisfactory discharge of the most representative duties of the job.

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Satisfactory performance requires application of simple routines which are readily learned to complete work assignments such as:</i></p> <ul style="list-style-type: none"> • Reinforce books, and prepare books for further processing by affixing pockets and fly leaves. • Clean and secure a building, provide public access. • Pick up, sort or deliver papers; apply postage. • Receive visitors and arrange for appointments. • Use simple survey equipment such as tape, plumb bob, level rod, etc. • Lubricate and replace minor parts on office equipment. • Operate simple machines and make simple adjustments. 		<i>Base</i>
<i>B</i>	<p><i>Satisfactory performance requires application of clearly defined procedures which necessitate close attention to complete work assignments such as:</i></p> <ul style="list-style-type: none"> • Perform shelf reading activities to ensure books are shelved properly, correcting errors as they are found. • List words or numbers, perform direct posting, proofread. • File letters, orders, papers, etc. • Take and transcribe dictation. • Prepare invoices by selecting applicable data and combining into finished invoice form. • Operate light mobile equipment such as a pickup truck. • Operate typewriter, calculator, or office phone system. • Write routine letters or reports. 		<i>.5</i>

Code	Responsibility for Performance - Factor Level Definition	Benchmark Reference	Num. Class.
C	<p><i>Satisfactory performance requires application of clearly defined procedures which involve knowledge of work area or functioning of other work units and which necessitate close attention to complete work assignments such as:</i></p> <ul style="list-style-type: none"> • Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list. • Select or locate codes, prices, or other data in direct reference sources and apply, compare, post, or compile into reports or records • Set up and test new equipment such as printers, word processors. • Operate office equipment such as a word processor or personal computer. • Write a non-routine letter or report under general instructions as to content and presentation. • Receive, inspect and disburse stores materials. 		1.0
D	<p><i>Satisfactory performance requires selection of specific routines or procedures and interpretation to recognize and adjust variations within routine or procedure initially selected, to complete work assignments, such as:</i></p> <ul style="list-style-type: none"> • Assist the public with reader's advisory and reference and children's requests. • Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks. • Interpret descriptive material in order to select proper codes or prices or other data from established sources, and apply or compile into records, reports or documents. • Assign personnel to ensure optimum utilization. • Interpret and analyze test results to determine disposition. • Prepare comprehensive closing reports in final form requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy. • Write a non-routine letter or report to present established information without instruction as to content or presentation. • Examine invoices for the purpose of determining propriety of charges by considering pertinent data such as receipt of material, prices quantities, discount terms, f.o.b terms. • Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices. • Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information. • Set up and operate all precision surveying instruments such as transits, levels, etc. • Prepare, test and maintain computer programs from detailed specifications. • Perform or plan trades functions involving a knowledge of mechanical or electrical principals. 		2.0

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles. • Determine order points for stores materials by considering such factors as needs, delivery time and present stocks. 		
<i>E</i>	<p><i>Satisfactory performance requires application of general principles to select general routines or procedures and to recognize and compensate for variations within the routine or procedure initially selected, to complete work assignments such as:</i></p> <ul style="list-style-type: none"> • Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department. • Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information. • Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials. • Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users. • Select data from established general sources, and apply such data to records or reports where selection and placement require interpretation and analysis of general procedures and knowledge of principles and operations of the field involved. • Investigate equipment and operations and collect engineering data. • Inspect construction work in progress to assure compliance with specifications and plans. • Set up and operate multi-terminal computer systems in an on-line time-sharing and/or networked environment. • Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required, to select appropriate methods of analysis. • Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials, or facilities. • Analyze construction prints and field conditions and plan working procedure to establish lines points, elevations, etc. 		<i>3.0</i>
<i>F</i>	<p><i>Satisfactory performance requires application of general principles in a field and analysis of an assignment, planning and determining of methods to be used and data to be accumulated or developed and interpretation of data into recommendations for management to complete work assignments such as:</i></p> <ul style="list-style-type: none"> • As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries. • Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services. • Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or process which reduce costs or enhance productivity. 		<i>4.0</i>

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Prepare design layouts and arrangements from general information. • Design, develop, implement and document computer system. 		

V - RESPONSIBILITY FOR CONTACTS

Responsibility for contacts measures the courtesy, tact and persuasiveness required to maintain a good relationship and to induce cooperation by personal or telephone communications with persons other than immediate supervisors or co-workers. Contacts shall be considered only where they are a regularly assigned responsibility.

<i>Code</i>	<i>Responsibility for Contacts – Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<i>Ordinary courtesy is required to maintain a good relationship with others within or without the organization such as in picking up, receiving or disbursing materials or mail.</i>		<i>Base</i>
<i>B</i>	<i>Tact is required to maintain a good relationship with persons outside the organization in giving or receiving information, such as in receiving visitors and arranging for appointments, operating office phone system, or checking prices with vendors, or ordering goods, or handling confidential matters.</i>		<i>.5</i>
<i>C</i>	<i>Tact and persuasiveness are required to induce desired cooperation of others outside or within the organization, such as in obtaining acceptance of new or revised methods or procedures; assigning personnel; adjusting complaints.</i>		<i>.8</i>
<i>D</i>	<i>Tact and persuasiveness are required to induce desired cooperation of persons outside the organization, such as in handling sensitive and confidential matters with politicians, government officials or clients.</i>		<i>1.5</i>

VI. WORKING CONDITIONS

Consider the surroundings in which the job is required to be performed, including hazards, and the extent to which these conditions make the job disagreeable.

<i>Code</i>	<i>Working Conditions - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<i>Works in locations such as office where only moderately disagreeable conditions or little likelihood of injury is normally encountered. At frequent intervals may be required to drive car or walk outside. Work has few interruptions with some distractions.</i>		<i>Base</i>
<i>B</i>	<i>Frequently exposed to all weather conditions, or disagreeable conditions such as an excessive degree of any of the following: noise, dirt, dust, grease or fumes. Work is frequently interrupted with frequent distractions.</i>		<i>.4</i>
<i>C</i>	<i>Continually exposed to disagreeable conditions such as an excessive degree of any of the following: noise, dirt, dust, grease or fumes; work is continually interrupted with constant distractions.</i>		<i>.8</i>

VII. RESPONSIBILITY FOR DIRECTION

This factor measures the continuing responsibility that the incumbent assumes for the supervision and direction of staff. Consider the following characteristics of the work in selecting a degree:

- the nature of the supervision given, that is, either direct or indirect.
- the number of employees supervised.

Do not consider occasional supervision, such as that performed during the absence of the supervisor on annual or sick leave.

Code	Responsibility for Direction - Nature of Supervision	Number Supervised				
		1 0	2 1-5	3 6-10	4 11-15	5 16+
A	<i>The work does not have the requirement to exercise supervision. Occasionally may explain work procedures to new or inexperienced employees.</i>	0.0	0.0	0.0	0.0	0.0
B	<i>Although formal supervisory responsibilities are not part of the job, the job may involve coordinating and scheduling the day-to-day work of other workers in the unit, monitoring output, and task delegation.</i>	X	0.1	0.2	0.3	0.4
C	<i>Employee functions as a group leader of other workers with responsibilities such as scheduling and assigning work, training staff, providing direction, checking work in progress and upon completion. This level does not include responsibility for personnel matters such as hiring.</i>	X	0.5	0.6	0.7	0.8
D	<i>The work involves supervisory duties such as scheduling and assigning work, providing advice and direction, making short-term adjustments to staffing allocations, and establishing work standards and monitoring work quality and quantity standards. This level has input into decision making for all or some personnel matters such as making hiring or promotion recommendations; and appraising the work of others.</i>	X	0.9	1.0	1.1	1.2
E	<i>The work involves supervisory duties such as scheduling and assigning work, providing advice and direction, making short-term adjustments to staffing allocations, and establishing work standards and monitoring work quality and quantity standards. Personnel responsibilities include recommending for hiring, promoting, and appraising the work of employees.</i>	X	1.3	1.4	1.5	1.6
F	<i>The work involves responsibility to supervise the activities of other employees. It includes establishing goals and objectives, priorities, developing plans, ensuring work quality. Personnel responsibilities include recommending for hiring, promoting, and appraising the work of employees.</i>	X	1.7	1.8	1.9	2.0

NOTES TO RATERS: RESPONSIBILITY FOR DIRECTION

1.	Employees who are permitted (but not required) to pass work to others, to explain or to elaborate the objective, and to point out errors, are to be assigned to Code A1.
2.	To qualify for a higher degree, supervisory responsibilities must be a regular and ongoing requirement of the job. Rate incumbents of positions who only perform supervisory duties on an irregular basis (such as replacing a vacationing or sick supervisor) at Code A1.
3.	Special project employees, as agreed by contract or special agreement, are calculated on the basis of number of persons supervised and the supervisory employee is allocated the appropriate supervision points for the duration of employment of the special project employees. This allocation is limited to the direct supervisory employee.

VIII. MENTAL EFFORT

Mental effort is the mental and visual concentration and attention required by the job for the performance of work at a normal pace. Select that level which best describes the average degree of concentration and attention required throughout the workday.

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where minimal mental or visual attention is required:</i></p> <ul style="list-style-type: none"> • Reinforce books, and prepare books for further processing by affixing pockets and fly leaves. • Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage. • Clean tools, instruments, machines or equipment; lubricate, and replace minor parts. • Clean and secure a building, provide public access. 		<i>Base</i>
<i>B</i>	<p><i>Perform work assignments, such as the following or their equivalent, where light mental or visual attention is required:</i></p> <ul style="list-style-type: none"> • File numerically or alphabetically; list words or numbers; post directly; proofread. • Receive visitors and arrange for appointments. • Write routine letters and reports. • Operate simple equipment such as a typewriter, calculator, or office phone system. • Operate simple machines and make simple adjustments. • Use simple survey equipment such as tape, plumb bob, level rod, etc. • Write routine letters or reports. 		<i>.4</i>
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, where moderate mental or visual concentration and attention are required:</i></p> <ul style="list-style-type: none"> • Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list. • Select or locate codes, prices or other data in established sources, and apply, compare, post or compile into records or reports. • Examine invoices for the purpose of determining propriety of charges by considering pertinent dates, such as receipt of materials, prices, quantities, discount terms, f.o.b. terms. • Prepare invoices by selecting applicable data and combining into finished invoice form. • Operate office equipment such as word processor or personal computer. • Operate light mobile equipment such as a pickup truck. • Set up and test new equipment such as printers, word processors. • Write a non-routine letter or report under general instructions as to content and presentation. • Take and transcribe dictation. • Receive, inspect and disburse stores material. • Determine order points for stores materials by considering such factors as needs, delivery time and present stocks. 		<i>.7</i>

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Set up and operate all precision surveying instruments such as transits, levels, etc. 		
D	<p><i>Perform work assignments such as the following or their equivalent where close mental or visual concentration and attention are required:</i></p> <ul style="list-style-type: none"> • Assist the public with reader's advisory and reference and children's requests. • Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks. • Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices. • Interpret and analyze test results to determine disposition. • Interpret descriptive material in order to select codes, prices or other data from established sources, and apply or compile into records, reports or documents. • Assign personnel to ensure optimum utilization. • Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy. • Write a non-routine letter or report to present established information without instructions as to content or presentation. • Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information. • Prepare, test and maintain computer programs from detailed specifications. • Perform or plan trades functions involving a knowledge of mechanical or electrical principles. • Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles. 		1.0
E	<p><i>Perform work assignments, such as the following or their equivalent, where high mental or visual concentration and attention is required:</i></p> <ul style="list-style-type: none"> • Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department. • Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information. • Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials. • Operate all aspects of a library including collecting, storing, lending, and retrieving published information and providing information to users. • Select data from established general sources and apply such data to records or reports where selection and placement require interpretation and analysis of general procedures and knowledge or principles. • Develop, code, test and implement computer programs. 		1.4

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Set up and operate a computer in a multi-terminal system in an on-line or networked environment. • Inspect construction work in progress to assure compliance with specifications and plans. • Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis. • Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities • Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc. 		
<i>F</i>	<p><i>Perform work assignments, such as the following or their equivalent, where very high mental or visual concentration and attention are required:</i></p> <ul style="list-style-type: none"> • As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries. • Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services. • Prepare design layouts and arrangements from general information. • Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity. • Design, develop, implement and document computer systems. 		<i>1.8</i>

IX. PHYSICAL EFFORT

Physical effort is the muscular exertion required by the job when the employee is performing at a normal pace. Select that level which best describes the average degree of muscular exertion required throughout the workday. There is no differentiation between a full- or part-time employee in applying these factors.

<i>Code</i>	<i>The Job Requires Sufficient Physical Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where minimal physical exertion is required:</i></p> <ul style="list-style-type: none"> • Occasional keyboarding. • Stand or walk for short periods. • Sit with frequent opportunity to get up. • Pick up, sort or deliver papers; apply postage • Occasionally drive a vehicle. 		<i>Base</i>
<i>B</i>	<p><i>Perform work assignments, such as the following or their equivalent, where light physical exertion is required:</i></p> <ul style="list-style-type: none"> • Frequent keyboarding. • Stand or walk for part of workday. • Continuously sit with little opportunity to get up. • Clean tools, instruments, machines or equipment; lubricate and replace minor parts. • Frequently drive a vehicle. 		<i>.3</i>

<i>Code</i>	<i>The Job Requires Sufficient Physical Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> • Operate simple machines and make simple adjustments. • Light pushing, pulling, lifting or carrying. 		
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, where moderate physical exertion is required:</i></p> <ul style="list-style-type: none"> • Continuously drive a vehicle. • Stand or walk for majority of the workday. • Continuous keyboarding. • Receive, inspect and disburse stores material. • Moderate pushing, pulling, lifting or carrying. 		<i>.6</i>
<i>D</i>	<p><i>Perform work assignments, such as the following or their equivalent, where heavy physical exertion is required:</i></p> <ul style="list-style-type: none"> • Stand or walk for full workday. • Heavy pushing, pulling, lifting or carrying. 		<i>.9</i>

4.6 In the application of the foregoing basic guides, the following rules shall apply.

- (a) It is the job that is under consideration and not the individuals who work on the job. This plan for classification measures the relative value of the duties performed, without considering abilities of individual employees.
- (b) Jobs are to be classified without regard for existing rates of pay.
- (c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job in relation to the statement of activities in each factor level, and by using as a guide the Benchmark Job Descriptions and Classifications.
- (d) Classification in each factor shall be made at or above a minimum called "*Base*". The "*Base*" level is not given an absolute numerical classification value since only the relative ranking of jobs is to be determined by this plan.
- (e) Classification of each job shall take into account the kinds of work performed and the resulting duties and responsibilities when the employee on the job is performing that given combination of duties.
- (f) No interpolation between factor levels is made in the use of this plan. In the determination of the final job class for a job, total the numerical classification values for the factor levels to which the job is assigned in the nine factors (including any applicable direction differential), and use only the closer whole number resulting therefrom. For example: If the decimal part of the number is .4 or less, drop the decimal part; if the decimal is .5 or more, use the next higher whole number.
- (g) In the subsequent reclassification of a job due to change in job content, consider only the factors affected by the change. Move the job into the next job class only if the change in job content is at least one whole job class (1.0).
- (h) The description and classification of each job shall be consistent with, and conform to, the descriptions and classifications of jobs as agreed to in the bargaining unit.

ARTICLE 5 - DESCRIBING & CLASSIFYING THE JOB

5.1 The procedure for describing and classifying a job shall be in accordance with the following.

- (a) The Employer shall prepare, on the form set forth as Exhibit A of this Manual, a proposed job description in accordance with the requirements of Article 4 of this Manual.
- (b) The appropriate Employer representatives and Union representatives of the employees affected shall review the proposed job description and shall attempt to reach agreement thereon. The Union representatives shall have reasonable opportunity to conduct an on-the-job review of the job descriptions, including opportunity for observations of the jobs and discussion of job duties, with workers employed on the jobs involved. The Employer representatives and Union representatives shall each retain a copy of the agreed-to job description.
- (c) Following agreement on the job description, the Employer shall prepare on the form set forth as Exhibit B of this Manual, a proposed job classification in accordance with the requirements of Article 4 of this Manual.
- (d) The appropriate Employer representatives and Union representatives of the employees affected shall review the proposed job classification and shall attempt to reach agreement thereon. The Employer representatives and Union representatives shall each retain two copies of the agreed-to job classification.
- 5.2 The Employer and the Union shall designate in writing to each other, their representatives for handling job descriptions and classifications through the required stages. Additionally, and included in such designation, there shall be a referee from the Employer and a referee from the Union. It is agreed that there shall be two representatives from the Employer and two from the Union.
- 5.3 If the Employer and Union representatives fail to reach agreement on a job description or job classification, the matter shall be referred to the referees specified in Clause 5.2, who shall attempt to finalize description or classification.
- 5.4 In the event of failure of the Employer and Union to reach agreement on a job description or classification after the steps provided, the matter shall be resolved by processing under the provisions of Clause 7.2(c) of this Manual.
- 5.5 Finalization of job descriptions and job classifications shall be indicated by the signature of a designated representative of the Employer and a designated representative of the Union.

ARTICLE 6 - APPLYING THE JOB DESCRIPTION & CLASSIFICATION

- 6.1 The descriptions and classifications of jobs, determined in accordance with the foregoing Articles of this Manual, apply to assign each job to its appropriate job class. The Basic Agreement currently in effect establishes the pay rates for each job class and sets forth the necessary provisions to enable application of the established pay rate to the employee who performs the respective job.
- 6.2 The weekly pay rates commence with a pay rate for Job Class 0, which is the base or minimum wage or salary rate for the bargaining unit, and progresses upward from that point, from job class to job class.
- 6.3 The application of rates in the pay rate scale shall not result in a reduction of take-home pay for any employee whose current rate of pay may be higher than the rate provided for in the pay rate scale. In such event there shall be established for such employee an "out-of-line differential" which shall apply to such employee in conformity with the applicable provisions of the Basic Agreement.

ARTICLE 7 - MAINTAINING THE JOB DESCRIPTIONS & CLASSIFICATIONS

- 7.1 It is equally as important to maintain the job descriptions and classifications in constant adjustment to fit new or changed conditions as it is to make accurate determination in the first instance and to make proper application of the resulting rates of pay from day to day. Failure to so maintain the job descriptions and classifications will cause injustice to the employees, or to the Employer, or to both.
- 7.2 Provisions for maintaining the job descriptions and classifications and adjusting them to new or changed conditions are as follows.
- (a) The agreed upon descriptions and classifications which are in effect as of the date of the Basic Agreement currently in effect and any that may subsequently be agreed upon, in accordance with this Manual, shall continue in effect unless:
- (1) the job content is changed by the Employer to the extent of one full job class or more;
 - (2) the description or classification is changed by mutual agreement of the Employer and the Union.
- (b) Whenever the Employer establishes a new job or changes the job content of an existing job to the extent of one full job class or more, upwards or downwards, a new job description and classification for the new or changed job shall be established in accordance with the following procedure.
- (1) The Employer will develop a description and classification of the job in accordance with the provisions of this Manual.
 - (2) The description and classification will be proposed to the Union for approval through the procedures of Article 5 of this Manual and the standard Wage and/or Salary Rate for the job class to which the job is assigned shall apply effective as set forth in subsection (3) below.
 - (3) Except as otherwise provided, the applicable Standard Wage and/or Salary Rate for the respective job class of the job shall become effective as of the date the new job was established or on the date that the job content of an existing job was changed.
- (c) Should the Employer and the Union be unable to agree upon the description and/or classification, the following shall be the procedure.
- (1) The Employer shall install the proposed classification and the Standard Wage and/or Salary Rate for the job class to which the job is thus assigned shall apply effective as set forth in Clause 7.2(b)(3) above.
 - (2) The Union may, within thirty (30) days thereafter, file a grievance alleging the job is improperly described and/or classified under the provisions of this Manual.
 - (3) The dispute shall be processed under the appropriate provisions of the grievance procedure provided in the Basic Agreement.
- (d) Whenever a new job is established or an existing job changed and the Employer does not develop a new job description and classification, the Union may process a grievance under the appropriate provision of the grievance procedure of the Basic Agreement, requesting that a job description and classification be developed and installed in accordance with the provisions of this Manual.

(e) When the Employer changes a job, but the job content change is less than one full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to enable subsequent adjustment of the job class assignment of the job for an accumulation of small job content changes in accordance with the following.

(1) The Employer will prepare on the form set forth as Exhibit C of this Manual, a record of each such change to supplement the original job description and classification.

(2) Such record will be submitted by the Employer to the Union for approval through the procedures of Article 4 of this Manual except that signature of a change or changes submitted on Exhibit C which amount to less than one full job class shall not preclude reconsideration of such change or changes whenever the Employer or the Union claim that such change or changes, when added to prior change or changes, requires a change in the job classification to the extent of one full job class or more.

(f) When, and if, job content changes of less than one full job class accumulate to a total of one job class or more:

(1) the job shall be reclassified to the appropriate job class on the basis of such total accumulation and the reclassification shall become effective from the date of the most recent change in job content;

(2) the appropriate Standard Wage and/or Salary Rate shall be effective as of the date of such reclassification; and

(3) a new job description and classification shall be established in accordance with Article 5 of this Manual embodying such accumulation of job content changes.

(g) If the change in job content results in a lower classification of a job, any incumbents of such job, at the date of such lower classification, shall receive an "out-of-line differential" in conformity with the provisions of the Basic Agreement.

(h) When the Employer changes the identification details relative to a given job, such as name of the department or title, a record as to such change shall be established as follows.

(1) The Employer shall prepare, on the form set forth as Exhibit C of this Manual, a record of the identification change. The heading of the record shall show the identification details of the job prior to the change, and the changes to be made shall be enumerated under the caption of "Description Change".

(2) Such record shall be transmitted to the Union through the procedure of Article 5 of this Manual.

EXHIBIT A - JOB DESCRIPTION	
Job Title:	Classification:
Incumbent:	Department:
Location:	Date:
Primary Function:	
Tools, Equipment, & Materials:	
Source of Supervision:	
Direction Exercised:	
Working Procedures:	
<p>The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all of the work requirements that may be inherent in the job.</p>	

EXHIBIT B - JOB CLASSIFICATION			
Job Title:		Classification:	
Incumbent:		Department:	
Location:		Date:	
FACTOR		CODE	CLASS'N
I. Pre-Employment Training:			
II. Employment Training & Experience:			
III. Mental Skill:			
IV. Responsibility for Performance:			
V. Responsibility for Contacts:			
VI. Working Conditions:			
VII. Responsibility for Direction:			
VIII. Mental Effort:			
IX. Physical Effort:			
Described & Classified By:		Total Job Classification:	
Agreed for the Union:		Directional Difference:	
Agreed for the Employer:		Total:	
		Job Classification:	

EXHIBIT C - NOTICE OF JOB DESCRIPTION & CLASSIFICATION CHANGE												
Job Title:						Classification:						
Incumbent:						Department:						
Location:						Date:						
Description Changes:												
Classification Changes:												
Factors	I	II	III	IV	V	VI	VII	VIII	IX	Direction Differential	Total	Net Change
Effective Classification												XXX XXX
Changed Classification												
Agreed by the Union						Agreed by the Employer						

FACTOR WEIGHTS									
	I	II	III	IV	V	VI	VII	VIII	IX
A	.0	.0	.0	.0	.0	.0	1 - 0.0 2 - 0.0 3 - 0.0 4 - 0.0 5 - 0.0	.0	.0
B	.4	.3	.4	.5	.5	.4	1 - xxx 2 - 0.1 3 - 0.2 4 - 0.3 5 - 0.4	.4	.3
C	1.1	.6	1.1	1.0	.8	.8	1 - xxx 2 - 0.5 3 - 0.6 4 - 0.7 5 - 0.8	.7	.6
D	1.8	.9	2.2	2.0	1.5	-	1 - xxx 2 - 0.9 3 - 1.0 4 - 1.1 5 - 1.2	1.0	.9
E	2.5	1.2	3.3	3.0	-	-	1 - xxx 2 - 1.3 3 - 1.4 4 - 1.5 5 - 1.6	1.4	-
F	-	1.5	4.5	4.0	-	-	1 - xxx 2 - 1.7 3 - 1.8 4 - 1.9 5 - 2.0	1.8	-
G	-	1.8	-	-	-	-	-	-	-
H	-	2.4	-	-	-	-	-	-	-
I	-	3.0	-	-	-	-	-	-	-

LETTER OF UNDERSTANDING 1 – VACATION ENTITLEMENT

The Parties agree that the following employees shall retain paid vacation entitlement on the basis of the following schedule **or Clause 18.1, whichever is greater**:

- during the second and up to and including the tenth calendar year of service, twenty (20) workdays' vacation;
- during the eleventh and subsequent calendar years, these employees shall receive twenty-five (25) workdays' vacation per calendar year.

Bainbridge, Wendy	Killick, Michael	Parker, Sharon
Dorais, Dennis	Kirkey, Jacquie	Prpich, Jean
MacDonald, Alex	Merrick, Deborah	Reimer, Marlene
Hewson, Daniela		

Signed December 8, 1995.

LETTER OF UNDERSTANDING 2 – WORKPLACE AGGRESSION

The Parties agree that the Labour-Management Committee shall, within one (1) year of ratification of this Agreement, have investigated the matter of issues surrounding employees who may be exposed, during the performance of their jobs, to aggressive conduct from customers or others.

In conjunction with the Employer's obligations under the Industrial Health and Safety Regulations - "Protection of Workers from Violence in the Workplace", the Labour-Management Committee, in consultation with the Health and Safety Committee, shall make recommendations about any necessary employee training, counselling, and other matters deemed necessary.

The investigation will also address matters of safety of staff working late or alone, or exiting their workplace to travel home at night. They may make specific recommendations regarding the new Kamloops Library and security of staff.

Signed December 8, 1995.

LETTER OF UNDERSTANDING 3 – SHIFT SCHEDULING AND EFFICIENCIES

The Parties agree that during bargaining of this Collective Agreement, the matter of `shift scheduling changes was contentious. The bargaining involved the following general matters:

- meal breaks of varying lengths;
- Sunday shifts and weekend and evening work;
- split shifts;
- evening and weekend shift assignment processes;
- provision of experienced and qualified workers during peak customer periods;
- a formal process for input prior to shift change implementation;
- work in single-worker shift locations ... i.e., mail tasks/banking.

It was mutually agreed that there was reason to consult on some matters regarding Sunday/weekend/evening shift matters, in order to identify efficiencies that could be achieved through such consultation. It was agreed that the other matters addressed in this Letter of Understanding require attention beyond the period of bargaining.

As a result, the Parties agree to establish an Ad Hoc Committee of the Parties, with equal numbers of appointees from the Parties, whose job it will be to recommend to the Parties processes and/or contract language changes to resolve the issues. Deliberation will commence upon ratification of this Agreement, and will conclude within ninety (90) days thereafter. The Parties commit to conduct serious and sincere deliberations in an effort to achieve mutual resolution of the above-noted matters. This will entail the scheduling of sufficient time and resources of the Committee Members during work hours.

Signed December 8, 1995.

LETTER OF UNDERSTANDING 4 – USE OF VOLUNTEERS RE ARTICLE 24

This Letter of Understanding is pursuant to Article 24 and forms part of the Collective Agreement.

During and prior to bargaining the Parties dealt with issues regarding: the use of volunteers to perform bargaining unit work; the use of volunteers to perform work that may or may not constitute bargaining unit work; the use of volunteers where the Union has thus far acceded to their use.

The primary importance of this issue dealt with the integrity of the bargaining unit and whether use of such volunteers caused layoffs.

It was agreed during bargaining to approach this matter with some sensitivity and flexibility. To that end, it is agreed that the Employer will, following ratification, review the use of volunteers and share the information with the Labour-Management Committee. The Committee will review information about all volunteers, the nature and location of the work, and whether there are layoffs in effect at the time, and attempt to assess whether the work may or may not be bargaining unit work. It is obvious that the frequency of the review will depend upon the status of any layoffs and the nature of the volunteer work, and the Labour-Management Committee will determine the necessary frequency of their meetings on this issue.

To achieve the information necessary for proper deliberations, the information about each volunteer shall include, as a minimum: location/library? name/names? nature of the volunteer task(s) performed? frequency of volunteering and hours involved? has this work ever been performed by bargaining unit employees? is there an expected duration? did the volunteer or the library initiate the volunteer work? does the volunteer use any of her own equipment or supplies? the standard operating hours in the Library System.

If the volunteer work changes, a new report shall be prepared.

Signed December 8, 1995.

LETTER OF UNDERSTANDING 5 – LIBRARIAN EXCLUSIONS

For the positions of:

- (a) Librarian, Kamloops;
- (b) Librarian, North Kamloops;
- (c) Librarian, Extension Services;

where the Employer changes job content to include sufficient managerial functions, then the Parties will seriously review those positions and, should they conclude that the position(s) are excluded, then the incumbents will not be compelled to be excluded against their will while occupying those positions.

Signed February 11, 1999.

LETTER OF UNDERSTANDING 6 – POST-BARGAINING REQUIREMENTS

- (a) **Flexible Work Schedule:** The Parties agree that, during bargaining, the Union proposed the implementation of a flexible work schedule for the Kamloops Library, Administration and North Kamloops Library. Clause 14.3 permits such negotiations. It was agreed during bargaining that the matter requires further consideration by the Parties and, to that end, the Labour-Management Committee will seriously review the proposals put forward during bargaining, with such consideration to take place during the six (6) months following ratification of the Collective Agreement.
- (b) **Meal Periods at Small Branches:** During bargaining the Union addressed member concerns that they were not able to take an uninterrupted meal break during some shifts in small branches. The Parties agree that the matter will be reviewed by the Labour-Management Committee during the six (6) months following ratification of the Collective Agreement.
- (c) **Extended Health Plan Care Card:** During bargaining, the Union proposed that the Employer implement an Extended Health Plan Care Card that would permit direct billing of prescriptions, etcetera, to the carrier. It was advised that there was a prohibitive cost involved. The Parties agree that during the first six (6) months after ratification of the contract, the Employer will present the cost detail to the Labour-Management Committee so that the information may be available for the next round of bargaining.
- (d) **Electing a Later Available Shift:** During bargaining, the Union identified an issue whereby part-timers and casual employees have accepted an offered casual shift, only to later have a better shift or higher-rate shift arise that conflicts with the shift that they have already accepted. The Union proposed a one (1) year trial period during which such employees could take the later better or higher-rate shift and the Labour-Management Committee could review the trial to determine if it was a workable and fair system. Instead, it is agreed that the Labour-Management Committee will review this matter and report to the Parties no later than six (6) months after ratification of the Collective Agreement with joint recommendations about implementing or not implementing such a system or trial.
- (e) **Job Sharing:** During the first year after ratification of the Collective Agreement, the Labour-Management Committee will seriously investigate Job Sharing and report their findings to the Parties.
- (f) **Circulation Duties for Pages:** During bargaining the Union indicated that there were examples of Pages doing more circulation-related duties than was anticipated under the terms of their job description which permits circulation duties to be performed for “brief periods” (rest period relief, etcetera). During the early part of the term of this Collective Agreement, the Labour-Management Committee will investigate this matter with the objective of setting out guidelines for what is meant by “brief periods”.
- (g) **Vacation Calculations:** During the bargaining, the Employer disclosed that there are inconsistencies in how vacation is calculated for employees who are regular employees and were previously casual and/or part-time employees. It also became clear that the records related to this issue are suspect at best. The Employer made a proposal to grandparent existing employees and correct the inconsistencies for the future. The Employer also made a proposal by which casual and part-time employees’ length of service would be calculated on conversion to full-time status. It was agreed that this matter requires further investigation and research by the Bargaining Committee. It is anticipated that the Bargaining Committee will investigate this matter and make determinations that may be implemented no later than the end of 2002, and will be attached to and form part of the Collective Agreement.

SIGNED this _____ day of _____, 2002.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

George Heyman, President

John E. Smith, Chief Admin. Officer, TNRD

Geraldine Baker, Bargaining Unit Chairperson

Alice Dalton, Director of Libraries

Lana Fisher, Bargaining Committee Member

Sukh Gill, Director of Finance

Jacquie Kirkey, Bargaining Committee Member

Kevin Kierans, Mgr. of Lib. & Sup. Services

Marlene Reimer, Bargaining Committee Member

Dan Bell, Western Industrial Relations

D. Kim Smith, Staff Representative