

This Agreement made the        day of June in the year Two Thousand and One.

BETWEEN:

**THE NEW WESTMINSTER PUBLIC LIBRARY BOARD**

(hereinafter called the "Employer")

AND:

**THE NEW WESTMINSTER PUBLIC LIBRARY STAFF ASSOCIATION**

(hereinafter called the "Association")

**1. COVERAGE**

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, being Chapter 244 of The Revised Statutes of British Columbia, 1996;

AND WHEREAS the Association represents all of those employees of the Employer certified by the Labour Relations Board under certification dated 1957 January 08, but excepting those excluded by the Labour Relations Code, and without restricting the generality of the foregoing save and except the following:

City Librarian  
Deputy City Librarian  
Heads of Departments  
Administrative Assistant

This Agreement shall constitute the wages and working conditions for the employees so certified.

**2. TERM OF AGREEMENT**

This Agreement shall be for the term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive, and shall remain in full force and effect thereafter unless either party within four (4) months immediately preceding the date of expiry of this Agreement, or on the 31st day of December in any subsequent year gives to the other party written notice of its desire to change, amend or terminate such Agreement upon its expiry date.

The operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to the new Agreement.

### **3. ASSOCIATION SECURITY**

- (a) Any person who becomes an employee who has been employed for a period of thirty (30) calendar days shall become a member of the Association, and
- (b) Any present employee who at the date of this Agreement is a member of the Association, and
- (c) Any employee who, after the date hereof, shall become or be reinstated as a member of the Association, shall, as a condition of continued employment, maintain membership in good standing in the Association;
- (d) PROVIDED HOWEVER, that the Employer shall not be called upon by the Association to dismiss an employee by reason of the employee ceasing to maintain membership in the Association except in the case of non-payment of dues or assessments or a fine properly imposed by the Association. In the case of a fine, the Association agrees to furnish the Employer with the reason for the imposition of the fine and in the event that the Employer shall disagree with such reason the matter may be referred to an Arbitrator as provided in Article 11(c) of this Agreement.
- (e) All employees covered by the Association Certificate of Bargaining Authority shall, irrespective of membership in the Association, pay a monthly fee to the Association equal to the Association's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the employer on the final day of the first pay period in that month. This arrangement shall remain in effect for so long as this Association remains the recognized bargaining authority.

### **4. DEFINITIONS**

- (a) Fulltime employee means an employee who is employed on a Fulltime continuous basis for thirty-five hours or thirty-seven and one-half hours per week as is recognized in the Collective Agreement as normal for a particular class of positions;

- (b) Parttime employee means an employee who is employed on a continuous Parttime schedule of weekly hours which exceeds twenty-one hours per week but which are less than the number constituting Fulltime employment for a particular class of positions;
- (c) Temporary Fulltime employee means an employee who is employed on a Fulltime basis for thirty-five hours or thirty-seven and one-half hours per week as is recognized in this Collective Agreement as normal for a particular class of positions for a fixed period of time not exceeding twelve (12) months in duration.
- (d) Casual employee means an employee who is normally employed for twenty-four hours or less per week and also includes all those employees who do not fall under the definitions contained in Articles 4(a), 4(b) and 4(c) of the Collective Agreement. A Casual employee who has not worked for the Employer for a period of six months shall be deemed to have terminated employment and shall be so notified by the Employer.

## **5. WORKING CONDITIONS**

### **5.1 Seniority**

- (a) In making promotions, demotions, transfers and in laying off employees, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, seniority in the service of the Employer shall prevail;
- (b) An employee's seniority shall be based on the total length of continuous service with the employer and shall be maintained and accumulated during:
  - i) an absence due to a layoff which does not exceed six months;
  - ii) a leave of absence without pay which does not exceed one month.

An employee shall lose his seniority if the employee ceases to be employed for any reason or is laid off for a period in excess of six months;

- (c) An employee shall accumulate credit toward seniority during the initial probationary period but no employee shall have any rights based on seniority until the completion of the initial probationary period;

- (d) Fulltime and Parttime employees shall accrue and exercise seniority separately and distinctly from the Casual employees. Subject to Article 5.1(f), Temporary Fulltime employees shall not accrue or exercise seniority. No Parttime employee shall have any rights based on seniority until the completion of nine hundred and thirteen (913) hours of actual work. No Casual employee shall have any rights based on seniority until the completion of four hundred, fifty-seven (457) hours of actual work.
- (e) Seniority for Fulltime, Parttime and Casual employees shall be calculated as follows:
  - i) A Fulltime or Parttime employee who, with no break in service, commences employment as a Casual employee shall, for the purpose of determining the employee's seniority, retain all hours continuously worked within the Fulltime - Parttime seniority pool. Such hours shall be combined with any hours worked in the Casual seniority pool for the purpose of determining seniority. Seniority for Fulltime and Parttime employees shall be based on a starting date. Seniority for Casual employees shall be measured in hours worked.
  - ii) A Casual employee who, with no break in service, commences employment as a Fulltime or Parttime employee, shall be assigned a seniority date which is the retroactive calendar equivalent to all hours worked, without a break in service, as a Casual employee.
- (f) A Casual employee who is assigned to temporary fulltime employment with no break in service shall continue to accrue seniority as a Casual employee and shall maintain all rights prescribed for Casual employees in this Agreement.
- (g) The Employer shall provide the Association once annually with a seniority list of employees represented by the Association.

## **5.2 Posting of Positions**

When a Fulltime or Parttime position vacancy occurs, or a new Fulltime or Parttime position is created, or a Temporary Fulltime position assignment for an expected duration of six (6) continuous months or longer in duration occurs, the Employer shall, for a period of seven (7) days, post notice of the position on all bulletin boards in the Employer's office. A copy of the notice will be forwarded to the Association. The Employer reserves the right to make lateral transfers of employees to positions without posting. Notices shall contain information on the nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate or range.

### **5.3 Probation Period**

- (a) Upon being initially appointed to a position or upon being promoted, demoted or transferred, an employee shall be placed on probation until that employee has completed six (6) months of service to the satisfaction of the Employer. The probation period for Parttime employees shall comprise nine hundred, thirteen (913) working hours. The probation period for Casual employees shall be four hundred, fifty-seven (457) working hours;
- (b) This probation period shall be used for the purpose of determining the employee's suitability for continuing employment. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for continuing employment;
- (c) An employee who has been promoted or transferred and who is subsequently unsuccessful in completing the probation period, will be given an opportunity to return to the employee's former position, provided that a vacancy exists at the time and the employee is qualified to fill the vacant position;
- (d) An employee who has been involuntarily promoted or transferred and who is subsequently unsuccessful in completing the probation period, will be given an opportunity to return to the employee's former position; or to be placed in a similar position for which the salary is comparable to the position from which the employee was promoted or transferred; provided that a vacancy exists at the time and the employee is qualified to fill the vacant position;
- (e) A probationary employee who continues on a permanent basis shall have seniority, vacation benefits and other perquisites, when applicable, referable to length of service based on the original date of employment;
- (f) As a condition of being appointed to the permanent staff, every new employee shall within the first six (6) months of service file a Certificate of Birth or other satisfactory proof of age as may be required by the Employer.

### **5.4 Layoff**

- (a) Except in cases of emergency or other circumstances beyond the control of the Employer, the Employer shall give written notice to Fulltime and Parttime employees who are to be laid off, at least ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work during the ten (10) working days referred to above, the employee shall be paid for those days for which work was

not made available. A notice period is not required when Casual or Temporary Fulltime employees are laid off;

- (b) In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within their respective seniority pools;
- (c) An employee whose position has been declared redundant as a result of a layoff or whose position has been occupied as a result of a bump may exercise downward or lateral bumping rights provided that the employee is qualified to fill the junior or lateral position;
- (d) Benefits for laid off employees shall cease on the last day of the calendar month following thirty (30) days from the time written notice of the layoff was issued;
- (e) An employee who is laid off for a period exceeding six (6) months shall be deemed to have terminated employment with the Employer;
- (f) Prior to the effective date of layoff, an employee shall elect in writing to use either the provisions set forth under Article 5.5 (Recall) herein or under Article 5.6 (Compensation) herein.

## **5.5 Recall**

- (a) An employee shall be recalled to a position for which the employee is qualified in order of bargaining unit-wide seniority within the employee's seniority pool;
- (b) The following conditions shall apply in recalling laid off employees:
  - i) the employee to be recalled must be qualified and otherwise capable of performing the work which may be available;
  - ii) following a layoff, no employee will be hired to replace a laid off employee until those who were laid off have been given a reasonable opportunity of recall;
  - iii) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within five (5) days of the initial attempt of the Employer to contact them;

- iv) each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached;
  - v) an employee who does not respond within five (5) days of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this clause notwithstanding the employee's seniority.
- (c) When a Parttime or Casual employee who is receiving the standard rate of pay is laid off and is rehired in the same category, the employee's wage rate on being rehired shall be that prevailing for the category.

## **5.6 Compensation**

- (a) The following shall apply only to laid off employees who have elected this process under Article 5.4(f) of the Collective Agreement;
- i) laid off employees shall be entitled to compensation of two (2) weeks of normal straight time pay for more than six (6) months of continuous service;
  - ii) after the completion of a period of employment of three (3) consecutive years, one additional week of pay, and for each subsequent completed year of employment, an additional week of pay up to a maximum of eight (8) weeks of pay;
  - iii) employees who have elected compensation pursuant to Article 5.4(f) herein shall be considered terminated on the effective date of layoff.

## **5.7 Sunday Staffing**

Fulltime employees working on Sunday afternoons will receive compensation in the form of one day off for each afternoon worked. Every reasonable effort will be made to permit the compensatory day off to be taken on the Saturday following the Sunday afternoon worked.

## **5.8 Retirement**

All employees shall retire from employment with the Employer on or before the last working day in the calendar month in which the employee reaches age sixty-five.

## **6. REMUNERATION**

The rates of pay shall be as set out in Schedule "A" which is attached to and forms part of this Agreement.

### **6.1 Acting Pay**

- (a) An employee who temporarily performs the principal duties of a higher paying position shall receive the first rate in the higher salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principle duties of the higher paying position.
- (b) Appointments of employees to a level of higher responsibility must be authorized in writing by the City Librarian.
- (c) An employee who qualifies for Acting Pay under Article 6.1(a) and Article 6.1(b) for an accumulated total of at least six months in a calendar year shall have vacation pay adjusted on a prorated basis to reflect the period of the acting assignment. In such instances, a salary adjustment will be made at the end of the calendar year in which the acting assignment took place. Acting assignments which continuously span portions of two calendar years shall be included in the latter calendar year and salary adjustments will be made at the end of the latter calendar year.
- (a) An employee who qualifies for Acting Pay under Article 6.1(a) and Article 6.1(b) for an accumulated total of at least six months in a calendar year shall be paid for Statutory Holidays which occur during the period of the acting assignment at the higher rate of pay. Employees who perform acting assignments which continuously span portions of two calendar years shall also be paid for Statutory Holidays which occur during the period of the acting assignment at the higher rate of pay. In all instances, a salary adjustment will be made at the end of the calendar year in which the acting assignment ended.

### **6.2 Payment in Lieu of Benefits**

- (a) Casual employees shall receive twelve percent (12%) of their straight time hourly wage rate in lieu of all benefits (including vacation and statutory holidays) except Canada Pension Plan, Municipal Pension Plan, Employment Insurance, and Workers' Compensation.

- (b) Casual employees who have worked fifteen hundred (1,500) hours shall receive sixteen percent (16%) of their straight time hourly wage rate in lieu of all benefits (including vacation and statutory holidays) except Canada Pension Plan, Municipal Pension Plan, Employment Insurance and Workers' Compensation. For purposes of calculating the fifteen hundred (1,500) hours, and the entitlement to the sixteen percent (16%), only the hours worked subsequent to 1996 December 31 shall be included.
- (c) Temporary Fulltime employees shall receive twelve percent (12%) of their straight time hourly wage rate in lieu of all benefits (including vacation) except Statutory Holidays, Canada Pension Plan, Municipal Pension Plan, Employment Insurance and Workers' Compensation.
- (d) Temporary Fulltime employees who have worked fifteen hundred (1,500) hours shall receive sixteen percent (16%) of their straight time hourly wage rate in lieu of all benefits (including vacation) except Statutory Holidays, Canada Pension Plan, Municipal Pension Plan, Employment Insurance and Workers' Compensation. For purpose of calculating the fifteen hundred (1,500) hours, and the entitlement to the sixteen percent (16%), only the hours worked subsequent to 1996 December 31 shall be included.

### **6.3 Minimum Daily Pay**

- (a) Subject to the provisions of paragraph (b), an employee reporting for work as required by the Employer shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of two (2) hours of pay at the regular hourly rate;
- (b) An employee other than a school student on a school day who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of three (3) hours pay at the regular hourly rate.

### **6.4 Overtime**

- (a) An employee who is required to work in excess of the normal daily working hours or the normal bi-weekly working hours shall be entitled to receive overtime compensation. All overtime assignments are subject to the advance approval of the City Librarian.
- (b) Overtime rates shall be paid on the following basis to all employees:
  - i) One and one-half times (1 ½ x) the regular hourly rate of pay for the first four hours worked in excess of the normal daily hours in a day;

- ii) Double times (2x) the regular hourly rate of pay for all hours worked beyond four in excess of the normal daily hours in a day.
- (c) An employee who voluntarily switches a shift with another employee shall not be paid at overtime rates for regularly scheduled hours worked during the substituted shift.
- (d) All employees required to work overtime shall receive compensating time off in lieu of overtime worked. An employee shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked. Such employee shall be granted any portion of the compensating time off to the employee's credit at the pay rate in effect at the time the overtime in question was worked. All compensating time off credited during one calendar year shall be taken in compensating time off by March 31 of the immediately succeeding calendar year. Compensating time off earned in one calendar year which remains banked after March 31 of the immediately succeeding calendar year will be forfeited by the employee.

## **6.5 Employment Standards Provisions**

The provisions of Part 4 of the Employment Standards Act, with the exception of Section 34 (Minimum Daily Hours), shall apply to the employees of the Employer.

## **6.6 Increments**

- (a) Each Fulltime employee shall receive an annual salary increment until the employee has reached the final increment in the employee's salary range. Incremental adjustments will become effective on the anniversary of the date on which the employee was appointed to a position or, if the employee has been reclassified, on the anniversary of the date on which the outcome of the employee's classification review takes effect. Subject to Article 6.7(b), Parttime and Casual employees shall receive an incremental adjustment upon the completion of an equivalent number of hours served by a Fulltime employee for such eligibility.
- (b) Each employee classified as a "Shelver" shall receive the second increment on the "Shelver" salary scale following the completion of four hundred, fifty-seven (457) hours of employment in the "Shelver" class.

## **6.7 Hours of Work**

- (a) The recognized hours of work for the classes of Librarian 1, Librarian 2, and Librarian (Semi-Professional) shall not be more than thirty-seven and one-half (37.5) hours during the week. All Librarians working a thirty-seven and one-half (37.5) hour work week shall receive a seven percent (7%) premium adjustment to their salaries which shall be so referenced in Schedule A attached to and forming part of this Agreement.
- (b) All fulltime Librarians hired after 1992 June 22 shall work a thirty-five (35) hour work week. Employees who work a thirty-five (35) hour work week shall not be entitled to the seven percent salary premium which is paid to Librarians who work a thirty-seven and one-half (37.5) hour work week.
- (c) Any employee appointed as a Librarian prior to 1992 June 22 and who works a thirty-seven and one-half (37.5) hour work week may voluntarily reduce the employee's work week to thirty-five (35) hours by providing reasonable notice to the City Librarian.

## **6.8 Rest Period**

Employees may avail themselves of a fifteen (15) minute rest period in the morning, in the afternoon and in the evening, provided that Library service is not thereby impaired. In order to qualify for a rest period, an employee must be working a shift which constitutes three hours or more.

# **7. VACATIONS AND STATUTORY HOLIDAYS**

## **7.1 Vacations**

Upon the approval of the City Librarian, paid annual vacations for all employees covered by this Agreement shall be in accordance with the following schedule:

- (a) Librarians 1 and 2 and Librarian (Semi-Professional)
  - i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
  - ii) In the first part calendar year of service, one-twelfth (1/12<sup>th</sup>) of twenty-two (22) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.

- iii) During the second (2<sup>nd</sup>) and all subsequent calendar years of service, twenty-two (22) working days.
- iv) During the sixteenth (16<sup>th</sup>), twenty-sixth (26<sup>th</sup>) and thirty-sixth (36<sup>th</sup>) calendar year of service only, a long service leave of twenty-two (22) working days in addition to the annual vacation entitlement set forth in Article 7.1(a) (iii) of this Agreement.

(b) Library Assistants (Provisions from 2000 January 01 to 2001 December 31)

- i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- ii) In the first part calendar year of service, one-twelfth (1/12<sup>th</sup>) of ten (10) working days.
- iii) During the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service, fifteen (15) working days.
- iv) During the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service, twenty (20) working days.
- v) During the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service, twenty-five (25) working days.
- vi) During the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service, thirty (30) working days.
- vii) Effective 2002 January 01<sup>st</sup>, Article 7.1(b) will be replaced by Article 7.1(c).

(c) Library Assistants

These provisions are effective from 2002 January 01 to 2002 December 31 and are also set out in Schedule B, which is attached to, and forms part of the Agreement.

- i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.

- ii) In the first part calendar year of service, one-twelfth (1/12<sup>th</sup>) of ten (10) working days.
  - iii) During the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service, fifteen (15) working days.
  - iv) During the eighth (8<sup>th</sup>) up to and including the tenth (10<sup>th</sup>) calendar year of service, twenty (20) working days.
  - v) During the eleventh (11<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service, twenty-one (21) working days.
  - vi) During the sixteenth (16<sup>th</sup>), up to and including the twenty-third (23<sup>rd</sup>) calendar year of service, twenty-six (26) working days.
  - vii) During the twenty-fourth (24<sup>th</sup>), and all subsequent calendar years of service, thirty-one (31) working days.
- (d) Any employee who is entitled to three (3) or more weeks of annual vacation per year, may upon written application to, and subsequent approval of the Employer, accumulate one (1) week of vacation per year to a maximum of four (4) such weeks at any time. Effective 2002 January 01, the aforesaid maximum vacation accumulation shall be five (5) weeks. It is agreed and understood that a vacation balance, once accrued, may be maintained indefinitely provided that the balance is exhausted prior to retirement or termination. All or any portion of such balance may be taken at any time, subject only to the approval of the City Librarian, having regard for the limitations of normal vacation scheduling.
- (e) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth (1/12<sup>th</sup>) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination;

PROVIDED THAT:

- i) "Calendar year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

- ii) In all cases of termination of service for any reason other than for retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.
- iii) Parttime employees shall be entitled to the appropriate vacation provisions of Article 7.1 on a pro-rated basis. Temporary Fulltime and Casual employees shall not be entitled to any of the provisions of Article 7.1 but shall be entitled to a percentage of their straight time hourly rate of pay as contained in Article 6.3 of the Collective Agreement.

## **7.2 Vacation in Year of Retirement**

Any Fulltime employee who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service of the Employer shall be entitled to vacation in accordance with Article 7.1 in this Agreement.

## **7.3 Supplementary Vacation**

Each employee entitled to annual vacation under Article 7.1(b) shall be entitled to the following paid vacation in addition to annual vacation:

- (a) Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall become entitled immediately to five (5) working days of supplementary vacation which shall be in addition to the basic annual vacation entitlement already provided for in this Agreement (Schedule B is attached hereto for purposes of clarification).
- (b) An employee becomes entitled to the benefits of supplementary vacation on the first day of January in the year the supplementary vacation takes effect. An employee shall retain the supplementary vacation entitlement notwithstanding that employment is terminated prior to the end of the period to which the entitlement applies.
- (c) Effective 2002 January 01, Article 7.3 (Supplementary Vacation) will be deleted in its entirety.

## **7.4 Statutory Holidays**

- (a) All Fulltime and Temporary Fulltime employees who have completed thirty (30) calendar days of continuous service are entitled to a holiday with pay on the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Employer. If any of the above holidays fall on a Sunday, and no other day has been proclaimed in lieu of it, then such employee will be provided with another paid holiday, or an additional day of pay.
- (b) In the case of special and statutory holidays occurring while an employee is on annual vacation or weekly days off, an employee shall be granted extra days in lieu of such holidays.
- (c) Parttime employees shall be entitled to the provisions of Articles 7.4(a), and 7.4(b) on a pro-rated basis. Casual employees shall not be entitled to any of the provisions of Article 7.4 herein.
- (d) The provisions of Article 7.4 in the 1997-1999 Collective Agreement between the Employer and the Association will be in effect for the period 2000 January 01<sup>st</sup> to 2001 January 31<sup>st</sup>.

## **7.5 Compassionate Leave**

- (a) In the event of the death of the spouse, child, brother, sister, parent, parent-in-law, ward, guardian, grandparent or grandchild of an employee or other relative if living in the employee's household, leave of absence with pay may be granted to that employee for a period not to exceed three (3) working days upon application to, and approval by the City Librarian. The City Librarian's approval shall not be unreasonably withheld. An employee shall be granted one-half (1/2) day with pay to attend a funeral as pallbearer or mourner. Parttime employees shall be entitled to the benefits of this Article on a pro-rated basis. Temporary Fulltime and Casual employees shall not be entitled to the provisions of this Article.
- (b) An employee who qualifies for Compassionate Leave and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside of the Lower Mainland of British Columbia may be granted up to two (2) working days of additional Leave without loss of pay (The Lower Mainland is defined as an area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Allouette Regional District, Fraser-Cheam Regional

District, Powell River Regional District, Lillooet Regional District and the Sunshine Coast Regional District).

- (c) An employee who cohabits with a person of the same sex, and who promotes such person as a “spouse” (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for the purpose of this Article.

## **7.6 Service Leave**

- (a) Subject to subsection 7.6(c), every employee who was in receipt of service pay as of 1977 December 31, shall be granted annually, effective 1978 January 01, one (1) day of leave of absence at the regular rate of pay for each five dollars (\$5) of monthly service pay which was received on 1977 December 31.
- (b) Subject to subsection 7.6(c), an employee who was in receipt of service pay as of 1977 December 31, and by the length of service would have progressed to the next leave of service pay entitlement during the year 1978, shall be granted annually one (1) additional day of leave of absence at the regular rate of pay effective 1979 January 01.
- (c) An employee who is entitled to paid leave of absence under this clause and is subsequently promoted or reclassified, shall cease to be entitled thereto on and after the date of such promotion or reclassification; provided however, that an employee who is promoted or reclassified after 1978 January 01, or after the first day of January in any subsequent year shall be granted the number of days of paid leave of absence to which the employee would have been otherwise entitled but for such promotion or reclassification for the year in which the promotion or reclassification occurs.

## **7.7 Court Attendance and Jury Duty**

- (a) An employee called to serve as a juror or subpoenaed as a witness will be allowed time off with pay at the regular pay rate during the period of such duty, provided that any remuneration for such duty performed by the employee during the employee’s working hours shall be remitted to the Employer.
- (b) It shall be the responsibility of the Department Head of the employee to ensure that the employee remits any such remuneration.
- (c) In cases where an employee’s private affairs have required a court appearance, such leave to attend court shall be without pay, unless vacation, gratuity or other leave credits are used.

- (d) A Parttime employee shall be entitled to the benefits of this Article on a pro-rated basis. Temporary Fulltime and Casual employees shall not be entitled to the provisions of the Article.

## **7.8 Maternity and Parental Leave**

- (a) A pregnant employee who requests leave under this Section is entitled to up to 17 weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date, and no later than the actual birth date; and ending no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this Section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or on the termination of the pregnancy.
- (c) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 7.8 (a) and 7.8 (b) herein.
- (d) An employee who requests parental leave under this Section is entitled to:
  - (i) for a birth mother who takes Maternity Leave as set out above, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken as set out above unless the employer and employee agree otherwise;
  - (ii) for a birth mother who does not take leave as set out above in relation to the birth of the child or children with respect to whom the Parental Leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event;
  - (iii) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and
  - (iv) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

- (e) If, under the terms set out in Article 7.8 (d) herein, the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken in Article 7.8 (d) herein.
- (f) A request for Maternity and/or Parental Leave shall be given in writing to the employer at least 4 weeks before the day the employee proposes to begin leave, and must be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 7.8 (c) herein.
- (g) An employee's combined entitlement to leave under Article 7.8 is limited to 52 weeks plus any additional leave the employee is entitled to under Articles 7.8 (c) and 7.8 (e) herein.
- (h) Return to Work

On resuming employment, an employee shall be reinstated in the employee's previous or a comparable position and for the purposes of pay increments and benefits, referenced in 7.8 (j) herein, and vacation entitlement (but not for Statutory Holidays or Sick Leave) Maternity and Parental Leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the Leave and an employee may elect not to take that portion of vacation which is unpaid.

- (i) Sick Leave

An employee on Maternity Leave or Parental Leave shall not be entitled to Sick Leave during the period of Leave. An employee on Maternity Leave or Parental Leave who has notified the Employer of his or her intention to return to work and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to the pregnancy, shall be entitled to Sick Leave benefits commencing on the first day on which the employee would otherwise have returned to work.

- (j) Benefits
  - i) Medical Services Plan, Dental Plan, Extended Health Benefits Plan, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on Maternity and/or Parental Leave.
  - ii) Pension contributions will cease during the period of the Leave unless the employee makes arrangements prior to commencing the Leave to pay the contributions pursuant to the provisions of the Public Sector Pension Plans Act.

## **7.9 Supplementary Employment Insurance Benefit**

Effective 2002 January 01, Fulltime and Parttime employees will be entitled to a Supplementary Employment Insurance Benefit as follows:

- (a) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (b) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (c) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - i) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - ii) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

- (e) When combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the employee's normal weekly earnings from employment. An employee's accumulated leave credits will not be reduced.
- (f) Income tax rules or regulations may require a payback of Employment Insurance earning, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer will not be responsible for any paybacks arising from changes to, or the application of, the tax regulations.

## **8. EMPLOYEE BENEFITS**

### **8.1 Medical Services Plan**

Each Fulltime employee shall be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the completion of one (1) month of continuous employment. The Employer shall contribute the full premium for the aforesaid Plan. Parttime employees shall be entitled to the provisions of this Article on a pro-rated basis.

### **8.2 Extended Health Benefits Plan**

- (a) Each Fulltime employee shall be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. The Employer shall pay the full premium for the plan. Parttime employees shall be entitled to the provisions of this Article on a pro rated basis.
- (b) This Plan shall include:
  - i) Vision Care coverage in the amount of Two hundred, fifty dollars (\$250) payable per person, per twenty-four month period;
  - ii) Hearing aid coverage to a maximum amount of Seven hundred dollars (\$700) payable per person per five calendar year period;
  - iii) Coverage for the services of a clinical psychologist to a maximum amount of Six hundred dollars (\$600) payable per person per calendar year.

- (c) Coverage under this Plan shall include a spouse, dependent unmarried children until the age of twenty-one, and dependent unmarried children until the age of twenty-five while they are in fulltime attendance at a recognized educational institute.
- (d) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan shall not exceed one million dollars (\$1,000,000).
- (e) The annual deductible amount per family shall be fifty dollars (\$50).

### **8.3 Dental Plan**

- (a) Each Fulltime employee shall be enrolled in the Dental Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. An employee who is receiving coverage from an alternate source and can produce satisfactory evidence of that alternate coverage to the Employer may refrain from enrolling in the Dental Plan. Parttime and other employees shall not be entitled to the provisions of this Article.
- (b) The Dental Plan will provide for the following services:
  - i) Basic Dental Services (Plan A) - The Plan will pay for eighty percent (80%) of the approved Schedule of Fees;
  - ii) Prosthetics, Crowns and Bridges (Plan B) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees;
  - iii) Orthodontics (Plan C) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents to a lifetime maximum of three thousand dollars (\$3,000) per person.
- (c) The Employer will contribute the full premium for this Plan.
- (d) The provisions of Article 8.3 in the 1997-1999 collective Agreement between the Employer and the Association will be in effect for the period 2000 January 01 to 2001 January 31.

### **8.4 Same Sex Benefit Coverage**

An employee who cohabits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be

eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

### **8.5 Group Life Insurance**

Each Fulltime employee shall be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment. The Group Life Insurance Plan will provide for fifty thousand dollars (\$50,000) of coverage on the life of each employee so enrolled. The Employer shall contribute the full premium for this Plan. Parttime and other employees shall not be entitled to the provisions of this Article.

### **8.6 Short Term Sick Leave Plan**

- (a) Short term sick leave shall be defined as the first ten (10) working days of absence due to illness or non-occupational injury in each calendar year.
- (b) Each Fulltime employee shall be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of one (1) month of continuous employment. Parttime employees shall be entitled to the provisions of Article 8.6 on a pro-rated basis.
- (c) The Short Term Sick Leave Plan will provide for benefits which will approximate regular take home salary.
- (d) The Association shall undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Association shall contribute a percentage of their regular classified salary on a regular basis to be determined by the Association. The amount of such contributions shall be determined by the Association and its members shall contribute the full premium necessary to fund authorized short term sick leave absences.

### **8.7 Medium Term Sick Leave Plan**

- (a) Medium Term Sick Leave shall be defined as the next fifteen (15) weeks of any absence due to illness or non-occupational injury in excess of short term sick leave.
- (b) Each Fulltime employee shall be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment. Parttime employees shall be entitled to the provisions of Article 8.7 on a pro-rated basis.
- (c) The Medium Term Sick Leave Plan shall provide for benefits at 100% of regular classified salary.

- (d) The initial credit of fifteen (15) weeks shall be reinstated in full immediately after an employee who has used any portion of the fifteen week entitlement has returned to work for a continuous period of one (1) month.
- (e) The full cost of the medium term sick leave shall be paid by the Employer and shall be partially offset by the employer/employee rebates of Employment Insurance premiums.

### **8.8 Long Term Sick Leave Plan**

- (a) Long Term Sick Leave shall be defined as the next thirty-five (35) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term sick leave.
- (b) Each Fulltime employee shall be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment. Parttime employees shall be entitled to the provisions of Article 8.8 on a pro-rated basis.
- (c) The Long Term Sick Leave Plan will provide for benefits of ninety (90%) of regular gross salary.
- (d) The initial credit of thirty-five (35) weeks shall be reinstated in full immediately after an employee who has used any portion of the thirty-five (35) week entitlement has returned to work for a continuous period of twelve (12) months.
- (e) The full cost of the Long Term sick leave shall be paid by the Employer and shall be partially offset by the employer/employee rebates of Employment Insurance premiums.

### **8.9 Certificate of Disability**

The Employer, at its discretion, may require an employee to provide written confirmation or certification at any time, including the period when an employee is receiving short term sick leave, of the employee's disability or incapacity to work, or continuing incapacity to work, and the date when the employee is expected to be able to return to work. Such confirmation may be required in the form of a statement from the employee's physician, the Medical Consultants of the Employer or other qualified practitioner nominated by the Employer. Sick leave pay is to be granted and applied for in writing in a form supplied by the Employer, signed by the employee and approved by the City Librarian.

### **8.10 Sick Leave Reimbursement**

- (a) An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event said employee recovers funds from a third party, to reimburse the Employer and the Short Term Sick Leave Fund.
- (b) The employee shall reimburse the Employer and the Short Term Sick Leave Fund only for the amount that the employee received from the Employer and the Short Term Sick Leave Fund. The amount reimbursed to the Employer and to the Short Term Sick Leave Fund will be paid on a pro-rated basis.
- (c) In making a claim, the employee shall request the presiding judge, and jury, where applicable, to specify the amount of any award which is attributable to the recovery of sick leave benefits.

#### **8.11 Long Term Total Disability**

- (a) Each Fulltime employee shall be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of employment. Parttime and other employees shall not be entitled to the provisions of Article 8.11 herein.
- (b) If evidence is received that any Fulltime employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

Seventy percent (70%) of the regular salary at the time of disability, such rate of benefit to be indexed annually in accordance with annual general wage increases to a maximum of seven percent (7%), and to be continued during the period of total disability from year to year until maximum retirement age pursuant to the Public Sector Pension Plans Act.

- (c) The parties agree that application shall be made to the Superannuation Commissioner for approval of the Total and Permanent Disability Plan whereby the period of disability

will be considered as “service” and will be approved for purposes of an indexed pension at maximum retirement age without superannuation contributions.

- (d) The Employer will contribute the full premium for this Long Term Total Disability Plan. In addition, the Employer will continue to pay the full premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan, and Group Life Insurance coverage during the period of total disability.
- (e) An employee who has been granted a Total and Permanent Disability benefit shall retain employee status for the purpose only of payment of benefits under this Long Term Total Disability Plan.

### **8.12 Gratuity Credits Plan**

- (a) An employee who has not used three (3) days of sick leave in any one (1) year or has used only a portion thereof shall be credited with a gratuity of such unused portion. Deductions shall be applicable to the current calendar year and shall not affect any gratuity accumulated prior to the current calendar year.
- (b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- (c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has accumulated to December 31 of the previous calendar year under the following conditions:
  - i) Gratuity credits may be withdrawn in cash or in leave subject to other provisos contained in this Article 8.12 herein;
  - ii) All requests for withdrawal shall be made in writing by the employee;
  - iii) Gratuity credits which are withdrawn will be paid at the employee’s regular classified rate at the time of the payout in cash or in leave;
  - iv) A request for the conversion of gratuity credits into leave shall be subject to the approval of the City Librarian;
  - v) An employee shall receive the total gratuity accumulation in cash upon leaving the employ of the Employer provided that at least three (3) years of continuous service have been completed. The aforementioned gratuity credits will be paid at the

employee's regular rate of pay in effect at the time of severance of employment with the Employer;

- vi) Parttime employees shall be entitled to the provisions of Article 8.12 on a pro-rated basis.

### **8.13 Pension Plan**

- (a) An employee shall contribute to the Municipal Pension Plan in accordance with the provisions of the Public Sector Pension Plans Act (SBC, Chapter 44).
- (b) Subject to the provisions of the Public Sector Pension Plans Act, the Employer will contribute fifty percent (50%) of the cost (to be determined by the Superannuation Commissioner) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension shall represent that period of time served by the employee in a probationary capacity in the employ of the New Westminster Public Library Board which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
  - i) Only an employee who has a vested interest in the Municipal Pension Plan and has reached the minimum age of retirement as defined in the Public Sector Pension Plans Act or an employee who qualifies for a disability allowance under Part 6 of the Public Sector Pension Plans Regulation shall be eligible.
  - ii) An employee who is eligible hereunder by reason of qualification for a disability allowance and wishes to take advantage of this benefit shall elect to do so prior to terminating employment.

### **8.14 Workers' Compensation**

An employee who is hurt on the job shall be paid full time up to a period of six (6) months from the date of the accident and the Employer shall receive the employee's compensation cheque for the said period. The Employer shall continue the payment of that service contribution to the employee's superannuation, PROVIDED THAT when an employee is unable to return to work through a compensable illness or injury and has been granted a pension by the Workers' Compensation Board, the Employer shall cease its contribution to wages received by the employee.

## **9. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS**

- (a) Up to three (3) duly elected representatives of the Association will be granted permission by the Employer to attend negotiating meetings for the purpose of carrying on collective

bargaining or for the purpose of settling a grievance under the Grievance Procedure of this Agreement and shall suffer no loss in pay for the time so spent.

- (b) Time off without loss of pay shall be granted to official representatives of the Association, upon application to and approval by the City Librarian, when it becomes necessary to transact business in connection with matters affecting members of the Association other than those mentioned in Article 9(a) herein.

## **10. ADJUSTMENT PLAN**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code shall apply.

## **11. GRIEVANCE PROCEDURE**

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any difference or grievance concerning reclassification of employees shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The grievance shall be stated in writing and submitted to the City Librarian. Such submission in writing shall be made within fourteen (14) days of such difference or grievance arising.
- (b) If such difference or grievance is not settled within fourteen (14) days, the employee shall present such grievance or difference in writing to the Chair of the Joint Grievance Committee. The said Committee shall be comprised of four (4) members, each of whom will have a vote, two (2) to be appointed by the Chair of the Board, and one (1) of whom shall be the Chair of the Board and two (2) to be appointed by the Association. The Chair of the Board shall be the Chair of the Joint Grievance Committee.
- (c) Should the Joint Grievance Committee be unable by majority decision to effect a settlement of such grievance within fourteen (14) days of receipt of such grievance by the Chair, such grievance shall be submitted to an Arbitrator who shall be appointed by agreement between the Employer and the Association. Such appointment shall be made within fourteen (14) days of the failure of the Joint Grievance Committee to reach a decision. Should the Employer and the Association fail to agree on the appointment of an Arbitrator within the said fourteen (14) days, the Arbitrator shall be appointed by the Minister of Labour of the Province of British Columbia. The decision of the Arbitrator

shall be final and binding on both parties and each party shall pay one-half of the expenses of the Arbitrator.

- (d) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- (d) The provisions of Article 11 in the 1997-1999 Collective Agreement between the Employer and the Association will be in effect for the period 2000 January 01 to 2001 January 31.

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

SEALED WITH the Seal of the NEW  
WESTMINSTER PUBLIC LIBRARY BOARD and  
signed by:

SIGNED for the NEW WESTMINSTER PUBLIC  
LIBRARY STAFF ASSOCIATION by:

---

CHAIRMAN

---

PRESIDENT

---

SECRETARY

---

REPRESENTATIVE

**SCHEDULE A**

**NEW WESTMINSTER PUBLIC LIBRARY**

**HOURLY WAGE RATES**

- A Effective 2000 January 01
- B Effective 2001 January 01
- C Effective 2002 April 01

CLASS	Pay Grade		Hourly Wage Rate Increments				
			1	2	3	4	5
Librarian 2	24	A	23.00	23.96	24.94	26.01	27.14
		B	23.46	24.44	25.44	26.53	27.68
		C	24.16	25.17	26.20	27.33	28.51
Librarian 1	21	A	20.33	21.18	22.07	23.00	23.96
		B	20.74	21.60	22.51	23.46	24.44
		C	21.36	22.25	23.19	24.16	25.17
Librarian (Semi-Professional)	20	A	19.52	20.33	21.18	22.07	23.00
		B	19.91	20.74	21.60	22.51	23.46
		C	20.51	21.36	22.25	23.19	24.16
Library Assistant 4	17	A	17.29	18.01	18.75	19.52	20.33
		B	17.64	18.37	19.13	19.91	20.74
		C	18.17	18.92	19.70	20.51	21.36
Library Assistant 3	14	A	15.34	15.95	16.62	17.29	18.01
		B	15.65	16.27	16.95	17.64	18.37
		C	16.12	16.76	17.46	18.17	18.92
Library Assistant 2	13	A	14.77	15.34	15.95	16.62	17.29
		B	15.07	15.65	16.27	16.95	17.64
		C	15.52	16.12	16.76	17.46	18.17
Library Assistant 1	12	A	14.18	14.77	15.34	15.95	16.62
		B	14.46	15.07	15.65	16.27	16.95
		C	14.89	15.52	16.12	16.76	17.46
Shelver		A				10.20	10.71
		B				10.40	10.92
		C				10.71	11.25

**SCHEDULE B**

The following Schedule B is attached to and forms part of the 2000 – 2002 Collective Agreement between the Employer and the Association.

**VACATION ENTITLEMENT FOR LIBRARY ASSISTANTS**

<b>YEARS OF SERVICE</b>	<b>VACATION ENTITLEMENT AS OF 2002 JANUARY 01</b>	<b>VACATION &amp; SUPPLEMENTARY VACATION ENTITLEMENT 2000 JANUARY 01 TO 2001 DECEMBER 31</b>
1		
2	15	15
3	15	15
4	15	15
5	15	15
6	15	15
7	15	15
8	20	20
9	20	20
10	20	20
11	21	20+5
12	21	20
13	21	20
14	21	20
15	21	20
16	26	25+5
17	26	25
18	26	25
19	26	25
20	26	25
21	26	25+5
22	26	25
23	26	25
24	31	30
25	31	30
26	31	30+5
27	31	30
28	31	30
29	31	30
30	31	30
31	31	30+5
32	31	30
33	31	30
34	31	30
35	31	30

## **SCHEDULE C**

This is Schedule C referred to in section 4 of the Memorandum of Agreement dated 2001 January 10 between the Employer and the Association.

### **CLASSIFICATION AND SALARY REVIEW**

- (a) Commencing on 2002 March 01, the Employer will conduct a classification and salary review of all positions in the Library. The Employer will retain responsibility for establishing the criteria for measuring the positions against those of other libraries, for the established terms of reference, and for the retention of a Consultant to conduct the review.
- (b) Any wage adjustment which may result from this Review will take effect on 2003 January 01. Any wage adjustment which results in a wage reduction will not be applied to the existing incumbent while the incumbent remains in a job class which has been reduced. Commencing on 2003 January 01, any employee who is promoted, demoted, transferred or otherwise placed in a job class for which the wage rate has been reduced as a result of the Classification and Salary Review, will be paid the wage rate established as a result of this Review.
- (c) The results of the Classification and salary Review will be communicated to the Association by 2002 October 31. The Association, for a thirty (30) calendar day period thereafter, may consult with the Employer and/or the Employer's representative for the purpose of examining the basis upon which the Employer arrived at such decision. If the Association possesses any additional information which might permit further consideration of the result of the Classification and Salary Review, the Association will submit such additional information together with any argument which it might wish to submit in support of the Association's position on the matter within the thirty (30) calendar day period referenced in this subsection.

**SCHEDULE D**

**NEW WESTMINSTER PUBLIC LIBRARY**

**GUIDELINE TO COLLECTIVE AGREEMENT BENEFITS**

This is a guideline only. It is not intended to usurp or supercede the provision elsewhere in this Collective Agreement.

PROVISION	EMPLOYEE DEFINITION		
	Parttime	Temporary	Casual
Payment in lieu of Benefits	<ul style="list-style-type: none"> <li>Not available (N/A)</li> </ul>	<ul style="list-style-type: none"> <li>12% of salary</li> <li>16% after 1,500 hrs</li> </ul>	<ul style="list-style-type: none"> <li>12% of salary</li> <li>16% after 1,500 hrs</li> </ul>
Increments	<ul style="list-style-type: none"> <li>After 1,826 hrs (1,957 for 37.5 hr/wk employees)</li> </ul>	N/A	<ul style="list-style-type: none"> <li>After 1,826 hrs</li> <li>After 457 hours for Shelver</li> </ul>
Vacations	Prorated	N/A	N/A
Vacation in Year of Retirement	N/A	N/A	N/A
Supplementary Vacation	N/A	N/A	N/A
Statutory Holidays	Prorated	After 30 days of Service	N/A
Compassionate Leave	Prorated	N/A	N/A
Court Attendance/Jury Duty	Prorated	N/A	N/A
Maternity Parental Leave	Yes	<ul style="list-style-type: none"> <li>Entitled to leave but not to benefits</li> </ul>	<ul style="list-style-type: none"> <li>Entitled to leave but not to benefits</li> </ul>
Medical	<ul style="list-style-type: none"> <li>Prorated</li> <li>1 month waiting period</li> </ul>	N/A	N/A
Extended Health	Prorated	N/A	N/A
Dental	N/A	N/A	N/A
Group Life	N/A	N/A	N/A
Short, Medium & Long Term Sick Leave	Prorated	N/A	N/A
Long Term Total Disability	N/A	N/A	N/A
Gratuity Credits	Prorated	N/A	N/A
Pension Plan	<ul style="list-style-type: none"> <li>Enrolled if earnings over last 2 years are about \$13,400 per year unless employee declines</li> </ul>	<ul style="list-style-type: none"> <li>Enrolled if earnings over last 2 years are about \$13,400 per year unless employee declines</li> </ul>	<ul style="list-style-type: none"> <li>Enrolled if earnings over last 2 years are about \$13,400 per year unless employee declines</li> </ul>
Workers' Compensation	<ul style="list-style-type: none"> <li>Full Benefits</li> <li>Employer paid premiums</li> </ul>	<ul style="list-style-type: none"> <li>Full Benefits</li> <li>Employer paid premiums</li> </ul>	<ul style="list-style-type: none"> <li>Full Benefits</li> <li>Employer paid premiums</li> </ul>
Canada Pension Plan	Yes	Yes	Yes
Employment Insurance	Yes	Yes	Yes

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# **COLLECTIVE AGREEMENT**

**New Westminster  
Public Library Board**

**and**

**New Westminster  
Public Library Staff Association**

**2000 - 2002**