

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NELSON MUNICIPAL LIBRARY BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 339**

**JANUARY 1, 2002 – DECEMBER 31, 2003**

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## **PREAMBLE**

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

1. To promote the harmonious relations and settled conditions of employment between the Board and the Union.
2. To promote the morale, well being, and security of employees in the bargaining unit of the Union.
3. To provide the best possible service to the public.

AND WHEREAS it is desirable that there be a written Agreement,

NOW, THEREFORE the Parties agree as follows:

## **DEFINITIONS**

### CALENDAR MONTH

Shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) days in each leap year.

### DAYS

Whenever the word "days" is used under Article V (Grievance), it shall mean working days.

### EMPLOYEES

REGULAR is an employee who has been assigned a regularly scheduled position and who has completed the probationary period. Included are both full-time and part time employees. Regular employees are entitled to all benefits of this Agreement.

TEMPORARY is one employed for a specified or unspecified term on a continuous basis not to exceed six (6) consecutive months in any twelve (12) month period. Temporary employees are those who replace permanent employees on leave or those employees who are hired for specific projects.

Extensions to this term, provided they are requested during the original term, may be mutually agreed to. Such extensions not to exceed a maximum of three (3) months.

In the event of a special need, the six (6) consecutive months may be increased by mutual agreement, if such agreement is made prior to the commencement of posting procedure.

Temporary employees shall be paid nine percent (9%) of gross pay on each pay cheque to compensate for general holidays, annual vacations, health and welfare benefits, premiums, and paid leaves, unless otherwise specified. November 29, 1996

ON-CALL EMPLOYEE is an employee hired on an intermittent or irregular basis.

### GRIEVANCE

Shall mean a formally stated difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof, or a situation where either party has acted unjustly, improperly or unreasonably.

PARTY

Shall mean either of the Parties to this Agreement.

SERVICE DATE

Referred to in this Agreement shall mean first day of work performed.

YEAR

Shall mean a period of twelve (12) months from one given date to another.

LAY-OFF, BUMPING and RECALL PROCEDURES

- (a) A lay-off is defined as the temporary or indefinite, separation of a regular employee due to a reduction in the work to be done.
- (b) An employee who has received notice of layoff may bump, up or down, any employee with less seniority providing the employee has the ability to perform the duties of the other position without further training and possesses any required certification or licenses.
- (c) Recall - the call back to work of a laid-off employee with recall rights, to a job in the classification from which laid off.
- (d) No new employees shall be hired until those laid off have been given an opportunity of recall.

SPOUSE or PARTNER

Spouse/Partner means that person who is married to you or is publicly represented as your spouse/partner and who has been designated either in a witnessed statement to the employer or is covered under the employees medical benefit.

## **ARTICLE I - RECOGNITION OF THE UNION**

### **Section 1 - Sole Bargaining Agency**

1.01 The Nelson Municipal Library Board recognizes the C.U.P.E 339 - Library Sub-local as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

### **Section 2 - Union Security**

1.02 Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union.

In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

### **Section 3 - No Discrimination**

1.03 The Board agrees there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex, marital or parental status, sexual orientation, family relationship, handicap, height or weight, nor by reason of the employee's membership or activities in the union.

The Board, in co-operation with the Union, will provide a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

#### 1.04 Harassment

Harassment, either sexual or personal will not be tolerated in the workplace. For the purpose of the collective agreement, "sexual harassment" shall be defined as any sexually oriented practice that undermines an employees' health, job performance, or workplace relationships or endangers an employee's employment status or potential.

Sexual harassment shall include, but not necessarily be limited to:

- (a) unwanted physical contact such as touching, patting, pinching, hugging;
- (b) unwelcome remarks, questions, jokes, or innuendo of a sexual nature, including sexist comments or sexual invitations, or other verbal abuse, intimidation or threats of a sexual nature;
- (c) leering, staring or making sexual gestures;
- (d) compromising invitations;
- (e) sexual advances with actual or implied work related consequences;
- (f) physical assault of a sexual nature;
- (g) display of pornographic or nude or sexually suggestive photos, posters, centerfolds, calendars, cartoons, graffiti, or other materials of a sexual nature.
- (h) This clause is not intended to include those books and materials included in the library's collection, unless those books and materials are used for the purposes of harassment.

Cases of harassment shall be considered as discrimination and shall be eligible to proceed at Step 3 of the grievance procedure. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

#### Section 4 - No Strikes or Lockouts

1.05 There shall be no strikes or lockouts during the length of this Agreement, in accordance with the Labour Code of British Columbia.

## Section 5 - Managerial Exclusions

1.06 Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

Chief Librarian  
Board Secretary  
Janitorial Staff

## Section 6 - Check-off of Union Dues

1.07 The Board agrees to the check-off of Union dues from all employees; said dues to be deducted bi-weekly or monthly and forwarded to the Union Secretary in the month following with a list of those paying dues and the amount each pays. All employees shall be liable to Union dues deduction subject to the provisions of the Labour Code of British Columbia.

## Section 7 - Employer Shall Acquaint New Employees

1.08 The Board agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment. The Shop Steward shall be permitted to familiarize each new employee with the Union and with the Collective Agreement.

## Section 8 - Bulletin Boards

1.09 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events, and reports of the Union.

## Section 9 - Shop Stewards

1.10 The Board agrees that the Union will have the right to appoint or elect a Shop Steward and the Union agrees to advise the Board in writing of this appointment.

## Section 10 - Time Off With Pay

1.11 The Board agrees to grant time off without loss of pay during any working day to one officer of the Union in order to attend meetings with representatives of management provided that the notice be given to the employee's immediate supervisor by the officer of the Union so requesting the time off. The Union will supply the Board with a written list of the names of its officers for this purpose and inform the Board of any changes to the list.

## Section 11 - Union Representation

1.12 If during a discussion with the Librarian an employee requires representation because of possible disciplinary consequences, the employee shall be allowed upon request to have a Shop Steward present.

1.13 An employee may be dismissed only for just cause and only upon the authority of the Board. The Chief Librarian may suspend an employee but shall immediately report such action to the Board. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Shop Steward. Such employee and the Union shall be advised promptly in writing by the Board of reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike or refusal to deal with any business establishment involved in a legal strike.

### 1.14 Board Minutes

The Union shall be included on the distribution list for regular Library Board meeting minutes.

## **ARTICLE II - MANAGEMENT RIGHTS**

- 2.01 The Board and/or its designated officer shall always have the undisputed right to hire employees and subject to this Agreement the right to discipline, demote, and discharge employees for just cause.
- 2.02 The Union recognizes the undisputed right of the Board to operate and manage the Library in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations and/or amendments will be communicated in writing to the Union.
- 2.03 The selection of managerial-supervisory staff shall be entirely a matter for the discretion of the Board.

## **ARTICLE III - TECHNOLOGICAL CHANGE**

### Section 1

3.01 The purposes of the following provisions are to preserve job security and stabilize employment and to protect regular employees, where possible, from loss of employment as a result of technological change.

### 3.02 General Provisions Regarding Technological Change

- (a) There shall be a Technological Change Committee. Constitution of the Committee shall be two (2) members of the Union and two (2) members of the Board.
- (b) Disputes between the Board and the Union arising in relation to technological change shall be resolved by arbitration without stoppage of work.

### 3.03 Notification

- (a) The Board shall notify the Union in writing at least ninety (90) days prior to any technological change that:
  - (i) affects the terms and conditions or security of employment of the employees to whom this Collective Agreement applies, or
  - (ii) results in the displacement of any regular employee,and, prior to the institution of such change, will make every effort to retrain or absorb any employee who must otherwise be displaced.
- (b) When the Board is considering the introduction of the technological change, the Board agrees to notify the Union in writing with details as far as possible in advance of the intention and to update the information provided as new developments arise and modifications are made and effects are known.

### 3.04 Training Programs

In the event that the Board should introduce new methods or equipment for employee or public use which require new or greater skills than are possessed by employees under the existing methods of operation, all effected employees shall, at the expense of the Board, be given adequate training during a minimum of twelve (12) months or as mutually agreed upon between parties, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no decrease in wage or salary rates during the training period of employee nor subsequent to the completion of training. The Board recognizes its obligation to ensure full financial support of training costs, including course fees and materials. Training required by the Board outside of employee's regularly scheduled hours will include compensation for transportation, child care expenses, hours required, and a per diem rate where appropriate.

### 3.05 Severance Pay

In the event that an employee does not opt for the training program as set out above and where that employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) week's severance pay be paid and one (1) additional week's severance pay will be paid for each subsequent completed year of employment up to a maximum of eight (8) weeks.

### 3.06 Arbitration Board Decision Re: Technological Change

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

- (a) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
- (b) That the Board will not proceed with the technological change for such period, not exceeding ninety (90) days as the Arbitration Board considers appropriate.
- (c) That the Board reinstate any employee displaced by reason of the technological change.
- (d) That the Board pay to that employee such compensation in respect of the employee's displacement as the Arbitration Board considers reasonable.

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

## **ARTICLE IV - LABOUR MANAGEMENT AND NEGOTIATIONS**

### Section 1 - Committees

#### 4.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of two (2) members appointed by the Board and two (2) members appointed by the Union. The Union shall advise the Board of the Union nominees to the Committee. The Board shall likewise advise the Union of the Board nominees to the Committee.

#### 4.02 Additional Representatives

Each Party to this Agreement shall have the right to have the assistance of additional representatives when dealing with or negotiating with the other Party.

#### 4.03 Meeting of the Committee

In the event of either Party calling a meeting of the said Committee, the notice shall be in writing and the meeting shall be held at a time and a place fixed by both Parties.

#### 4.04 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion and settlement.

#### 4.05 Time Off for Meetings

All meetings of the Bargaining Committee shall be held outside of working hours wherever possible. Any member of the Bargaining Committee required to meet within working hours shall do so without loss of pay.

#### 4.06 Joint Personnel Committee

There shall be a Joint Personnel Committee to be responsible for attempting to resolve all matters of dispute. Constitution of the Committee shall be two (2) members of the Board, two (2) members of the Union, one (1) Union Representation and the Chief Librarian.

Recommendations of the said Committee shall be subject to ratification by the Board before implementation.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **Section 1**

5.01 The settlement of disputes and grievances shall be handled under the following procedures:

#### **STEP I**

Within thirty (30) days after the circumstances giving rise to a possible grievance having occurred or first known to have occurred, the employee or employees concerned shall first endeavour to settle the dispute in discussion with the Chief Librarian as quickly as possible.

#### **STEP II**

Within two (2) days failing satisfactory settlement of the dispute at Step I, the grievance shall be stated in writing and submitted to the Chief Librarian who shall meet with the employee or employees concerned, who may be accompanied by their Shop Steward in an attempt to settle the grievance.

#### **STEP III**

Within three (3) days failing satisfactory settlement of the dispute at Step II, the Union Grievance Committee and the Board or its Joint Personnel Committee shall meet in an attempt to settle the difference.

#### **STEP IV**

Within five (5) days failing a satisfactory settlement of the dispute at Step III, the dispute may be submitted to arbitration.

### **Section 2 - Time Limits**

5.02 The time limits in Steps II, III, IV may be varied and/or extended by mutual agreement between the Parties.

### 5.03 Section 112 of Labour Code

The following may only be invoked by mutual agreement of the Parties in writing.

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Mr. K. Albertini, or Mr. V. Ready, or a substitute agreed to by the Parties, shall at the request of either Party

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of receipt of the request;

and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Each Party to this Agreement shall bear one-third (1/3) of the cost incurred for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or the substitute; with the Minister of Finance paying one-third (1/3).

The written recommendations shall be binding on the Parties.

## **ARTICLE VI - ARBITRATION**

### Section 1 - Composition of the Board

- 6.01 If the grievance is not satisfactorily settled under the provisions of Article V, then either of the Parties may give written notice to the other Party of its desire to submit the grievance to arbitration.
- 6.02 Both parties agree to use a single arbitrator; however, the Parties may mutually agree to use a three (3) member Board of Arbitration.
- 6.03 If a three member Board of Arbitration is used, one (1) member is to be selected by the Board; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman, to be chosen by the two persons thus selected.

In the event that the Board and the Union are unable to agree upon the single arbitrator, or the two arbitrators selected are unable to agree upon the Chairman, the Minister of Labour shall be requested to appoint such a member.

- 6.04 The decision of the Board of Arbitration, with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties.

### Section 2 - Expenses of Arbitration Board

- 6.05 Each Party shall bear the expenses of the nominee appointed by such Party, and shall pay one-half (1/2) of the fees and expenses of the single arbitrator or the Chairman.

## **ARTICLE VII - SENIORITY**

### 7.01 Seniority Defined

Seniority is the length of service with the Board since the first date of work performed, measured on an hours worked basis, and shall operate on a bargaining unit- wide basis unless specified otherwise elsewhere in this Agreement.

7.02 In the event that the Board shall merge, amalgamate, combine or transfer any of its operations or functions with another employer, the Board agrees to the retention of seniority and Union rights for all employees with the new employer.

7.03 An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in January in each year.

7.04 Employees absent from work because of sickness, accident, lay-off, or leave of absence approved by the Board shall not lose seniority rights. Employees shall lose seniority rights in the event:

- (i) they are discharged for proper cause;
- (ii) they resign;
- (iii) they are absent from work in excess of five (5) working days without notifying the Board, unless such notice was not reasonably possible;
- (iv) after a lay-off, they fail to return to work within seven (7) calendar days after being notified to do so;
- (v) their recall to employment rights expire;
- (vi) they accept severance pay;
- (vii) they retire; or
- (viii) they are laid off and not re-employed within a twenty-four (24) month period after lay-off.

#### 7.05 Temporary Employee

For a new employee, upon satisfactory completion of a three (3) month probationary period, seniority shall commence from the first day of work performed, and shall be calculated on the number of hours worked since that date. A new temporary employee shall not have precedence over a regular employee in promotion, transfer, or recall. If completion of the temporary position means termination of employment, all seniority shall cease. For an employee already in the bargaining unit transferring to a temporary position, there will be no loss of rights, benefits or seniority during the temporary assignment, and upon completion of the temporary position the employee shall be returned to the employee's former position.

#### 7.06 On-Call Employees

Upon satisfactory completion of a probationary period of two hundred and fifty (250) hours of work, seniority shall commence from the first day of work performed and shall be calculated on the number of hours worked since that date. An on-call employee shall not have precedence over a regular employee in promotion, transfer or recall.

#### 7.07 Shelvers

Upon satisfactory completion of a probationary period of three (3) months from the first date of employment, seniority shall commence from the first day of hire.

## **ARTICLE VIII - STAFF AND STAFF CHANGES**

### Section 1 - Probationary Period

- 8.01 The probationary period is intended to allow the employee to demonstrate abilities and competency related to the job requirements, and suitability for service with the Board, as judged by the employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the employer.
- 8.02 The probationary period is to be served by all new employees hired with the expectation of becoming regular employees. The probationary period shall be three (3) months, unpaid absences not included. A probationary employee shall become a regular employee upon successful completion of the probationary period.
- 8.03 A performance appraisal shall be conducted by the Chief Librarian with a probationary employee prior to the end of the probationary period.

### Section 2 - Promotions and Staff Changes

#### 8.04 Seniority To Apply

Seniority shall govern in all cases of promotions and demotions when the qualifications, skills, and abilities of the applicants are equal.

#### 8.05 Job Posting

When a vacancy has occurred or is created inside of the bargaining unit or an employee is on holiday prior to retirement, the Board shall within 14 days of the vacancy, post notice of the vacancy on the staff bulletin board for a minimum of 6 working days prior to the closing date for the application, or alternatively, advise the Union within the same 14 days that the position will not be posted. Such posting shall contain the following information: nature of position, qualifications, skills, knowledge and education required, current shift, current wage or salary rate or range, and the date the posting was issued, together with a closing date for applications.

- 8.06 Within seven (7) days following the appointment of the successful candidate, the Board shall notify the employee and the Union in writing.

8.07 The Board agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.

8.08 Acting Capacity

- (a) Any regular employee who is temporarily required to accept substantially the responsibilities and carry out the duties of a position in a higher classification shall be paid for the period as if promoted to the position.

If the temporary assignment is to a position in a lower classification, the employee shall continue to be paid at the employee's regular rate.

- (b) As it is a requirement of the job description of Library Assistant III (Assistant Librarian) to be the designated replacement in the absence of the Chief Librarian, she shall receive an additional one dollar (\$1.00) an hour for such absences.

Absence shall be defined as when the Chief Librarian has a leave of absence or vacation period.

If the absence of both the Chief Librarian and the LA III (Assistant Librarian), designation of authority shall be determined on the basis of classification and seniority. Any such employee so designated will receive an additional one dollar (\$1.00) an hour for such absences.

8.09 Trial

When a regular employee is transferred or promoted, the employee shall be given a trial period of two (2) months, during which time the employee will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary, without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary without loss of seniority.

## **ARTICLE IX - LAY-OFF AND RECALL**

9.01 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

### 9.02 Advance Notice of Lay-off

The Board shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off and if the employee has not had the opportunity to work those days, the employee shall receive pay in lieu. Such notice of lay-off shall be in writing, copy to the Union.

9.03 Any bumping rights must be exercised within three (3) working days of receipt of the notice of lay-off.

### 9.04 Recall Procedure

A regular employee who is laid off shall have recall to employment rights for twenty-four (24) months from the effective date of the lay-off. Employees with recall to employment rights shall be recalled in the order of their seniority.

An employee who is recalled shall lose recall rights if the employee fails to return to work on the date specified, or within seven (7) calendar days after being notified by telephone or by registered mail to do so.

Employees required to give two weeks notice to another employer shall be deemed to be in compliance with the seven (7) day stipulation in the above paragraph.

It is the responsibility of the employee with recall rights to keep the employer informed in writing of the employee's current address and telephone number. An offer by the employer of an appointment of a on-call or of a temporary nature does not affect the recall rights of the employee on lay-off, whether the offer is accepted or not.

#### 9.05 Severance Pay

A regular employee who is laid off may relinquish recall rights and elect to be paid severance pay in accord with the following schedule:

- (a) Two (2) weeks' pay where the employee has completed six (6) months consecutive service;
- (b) After the completion of three (3) years' consecutive service, one (1) additional week's pay; and for each subsequent completed year of service, an additional week's pay, up to a maximum of eight (8) weeks' pay in total.

A week's pay means the pay for the normal work week of the employee involved, at the rate in effect on the effective date of the lay-off.

The election by the employee to be paid severance pay must be made and the employer so advised within thirty (30) days of the effective date of the lay-off.

9.06 The Board agrees to continue to pay its share of the premiums of the approved medical insurance plan for those laid off eligible employees for a period of three (3) months, provided the employee pays the employee's share, if any. In the event of a longer lay-off, employees so affected may continue coverage by paying the complete premium in advance.

9.07 No new regular employees will be hired until those laid off employees with recall rights have been given the opportunity of recall as per these provisions.

#### 9.08 Job Description

- (a) The Board agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.
- (b) If the Union presents written objection to a job description presented to it by the Board within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to arbitration pursuant to Article VI.

9.09 When there is a change in any classification, or the duties of a classification, and/or the rate of pay, or when any position not covered by Schedule "A" is established during the life of the Agreement, the classification and/or the rate of pay of the job in question shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the position was filled by the employee.

9.10 Changes in Classification

When the duties or volume of work in any classification for which the Union is bargaining agent, is changed or increased or where the Job Classification Committee representatives of the Union or an employee feels he/she is unfairly or incorrectly classified during the terms of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Board and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the changes or increases were first instituted in the position, or in the case of incorrect classification, to the date the employee first filled that position.

## **ARTICLE X - LEAVES OF ABSENCE**

### **10.01 Leave of Absence Without Pay**

The Board shall grant leave of absence without pay and without loss of seniority on the basis of seniority and to minimize the disruption in the operation of the Library, to any employee requesting such leave for good and sufficient cause; such request will be given in writing two (2) weeks prior to the effective date.

### **10.02 For Union Business**

The Board agrees that where permission has been granted by the Board to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

### **10.03 Union Conventions and Leave of Absence**

- (a) Provided the Library's operational needs are met, provided reasonable notice is given and provided there is no cost to the Board, leave of absence without pay and with full accrual of seniority shall be granted upon request to the Board, to employees elected or appointed to represent the Union at conventions, conferences and seminars. The Board agrees to pay employees on Union leave as if they are working and the Union agrees to reimburse the Board for the expense of this leave. Such time shall not exceed Fifty (50) working days per year.
- (b) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, other than to the Library Board, shall be granted leave of absence without pay and without loss of seniority by the Board for a period of one year. Such leave shall be renewed each year during the employee's term of office.

### **10.04 Bereavement Leave**

In the case of the death of a parent, wife, husband, common-law spouse, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, mother-in-law, father-in-law and exceptional cases, at the discretion of the Chief Librarian, an employee shall be granted leave of absence without loss of pay on the following basis:

- (a) Where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days.

- (b) Where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be four (4) days.
- (c) The employee may request an additional two (2) days travelling time without pay where internment occurs outside of British Columbia.

#### 10.05 Pallbearer Leave

One-half (1/2) day's leave without loss of pay shall be granted to an employee to attend a funeral as a pallbearer.

#### 10.06 Jury and/or Court Leave

An employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown shall continue to receive regular pay. The employee shall turn over to the Board any monies received from the Crown on the days the employee is normally scheduled to work, providing that this does not exceed the employee's regular pay rate.

#### 10.07 Medical Care Leave

Employees shall be allowed up to three (3) days per annum to engage in personal or immediate family members preventative medical/dental health care, provided that such days be used from the employee's sick leave credits. The employee shall furnish the Board proof of medical care leave on request. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

## **ARTICLE XI - HOURS OF WORK, OVERTIME AND WAGES**

### Section 1

11.01 The Library may operate seven (7) days a week.

11.02 A full-time work week is thirty-five (35) working hours, exclusive of lunch breaks of one hour per day. The Library Board agrees to provide employees working regularly scheduled shifts with a lunch break and two (2) uninterrupted fifteen (15) minute rest periods. Shifts of four (4) hours or less, one (1) fifteen minute rest period.

11.03 The hours of work of each regular employee shall be posted monthly in an appropriate place. A regular employee shall be scheduled to work a minimum of twenty- one (21) hours per week.

11.04 (a) Except by mutual agreement, all hours worked in excess of the regularly scheduled shift shall be paid at the rate of time and one and a half (1 1/2) times for the first three (3) hours and double time (2X) thereafter. Overtime differentials will not apply to voluntary exchange of shifts.

(b) Instead of cash payment for overtime, an employee when submitting the time sheet showing the overtime, may request compensating time off. Such compensatory time off must be taken at a time, and in amounts, mutually acceptable to the employee and the employer prior to the subsequent February 28th. If not taken by that date, the employee will be paid in cash. The accumulation of compensatory time off shall not exceed thirty-five (35) hours at any time.

(c) Overtime must be authorized in advance by the employer.

Overtime differentials shall begin fifteen minutes after the end of the regularly scheduled shift and any overtime worked, will be paid for the entire period worked.

11.05 Employees called out to work, without prior notice, outside their regularly scheduled hours shall be paid four (4) hours minimum at the employee's regular rate, or actual time worked at overtime rates, whichever is greater.

11.06 In recognition of the advantages to the library of workers with advanced library training, employees successfully completing "Library Work For Community Librarians" or comparable training shall be compensated with a training incentive of forty (.40) cents per hour added to their base rate.

### Section 3

#### 11.07 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" attached hereto and forming part of this Agreement.

#### 11.08 Pay Period

Payday shall be every second Friday. A statement itemizing total wages and deductions shall be provided with each bi-weekly cheque. If a regular payday falls on a holiday, then payday shall be the last working day prior to that holiday.

#### 11.09 Salary Conversion Factor (Equivalent Hourly Rate)

For the purpose of calculating the equivalent hourly rate of part-time employees for overtime and other purposes, the yearly salary shall be divided by 1820 hours.

#### 11.10 Vacation Pay

Full-time and part-time employees shall, upon giving at least one (1) week's advance notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

#### 11.11 Salary Increases

In the event of an employee being promoted from one classification to another, the employee shall be placed in the appropriate wage category to the promotion.

#### 11.12 Shift Premium

Employees assigned work on shifts which end after 6:00 p.m. and before midnight shall receive an additional:

forty-five (45) cents per hour as of July 1, 1996  
fifty (50) cents per hour as of January 1, 1997

for the entire shift.

## **ARTICLE XII - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### Section 1 - Statutory Holidays

12.01 All employees shall receive regular scheduled pay for the following holidays:

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

and any other day proclaimed or declared by the Federal or Provincial governments as a holiday.

12.02 (a) Pay for a statutory holiday falling on an employee's regularly scheduled work day shall be for the number of hours regularly scheduled for that day.

(b) A regular part-time employee shall be paid the average of his daily earnings based on a five (5) day work week, exclusive of overtime, for the days he has worked in the four (4) week period immediately preceding the week in which the general holiday occurs. PROVIDED HOWEVER that an employee who has not earned wages or performed work in respect of eight (8) of the last thirty (30) calendar days before a general holiday, shall not be entitled to be paid for such a holiday.

(c) For the purpose of clause (b) above, general holiday pay shall be calculated by taking the number of days worked of portion thereof, divided by twenty (20) and multiplied by the average daily rate.

12.03 When any of the Statutory Holidays listed in Section 1 falls on the Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday.

12.04 (a) Employees assigned work on a Statutory Holiday shall receive double their regular rate of pay in addition to their regular days pay.

(b) When any such holiday falls during an employee's vacation period with pay, he/she shall receive an additional day of vacation with pay in lieu thereof.

## Section 2 - Vacations and Holiday Pay

### 12.05 Entitlement

All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year  
Four (4) weeks after five (5) years  
Five (5) weeks after ten (10) years  
Six (6) weeks plus one (1) day for each year after twenty (20) years

12.06 An employee leaving the service of the Board at any time in the employee's vacation year before such employee has been entitled to take vacation, will be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing the employee.

12.07 Vacations must be taken before the anniversary date of the succeeding year. However, extensions to this time limitation will be by mutual agreement between the Board and the Union.

12.08 For all vacation entitlements from February 28<sup>th</sup> to September 30<sup>th</sup> all employees shall make application prior to February 28<sup>th</sup> of each year.

For all vacation entitlements from September 1<sup>st</sup> to February 27<sup>th</sup>, all employees shall make application prior to June 30<sup>th</sup> of each year.

Entitlements will then be discussed by the staff and the Chief Librarian and, with seniority being given preference and subject to operational requirements of the Library, a schedule of vacations shall be mutually agreed upon and those agreed upon holidays are to be posted within two (2) weeks of the closing dates.

12.09 Vacation entitlement will not be allowed for less than one (1) week periods unless otherwise mutually agreed upon by both the Board and the employee.

## **ARTICLE XIII - GENERAL CONDITIONS**

### **Section 1 - Employment Abandoned**

13.01 If an employee is absent from work for a period of five(5) days without sufficient cause and fails to notify the Board and/or communicate with the Board, the employee will be deemed to have abandoned employment and shall be considered to have resigned from employment with the Board.

### **Section 2 - Long Service Employees**

13.02 Employees who have given long and faithful service to the employ of the Board and who have become unable to perform their regular jobs, will be given preference for such other work as is suitable and available.

### **Section 3 - General**

13.03 Employees must return to the Board all the Board's property in their possession at the time of termination of employment.

13.04 Employees will be permitted to wear union pins or badges.

13.05 Employees using private vehicles at the request of the Board to carry out their duties will be reimbursed at the rate of thirty-five (\$.35) cents per kilometre.

### **Section 4 - Occupational Health and Safety**

13.06 There shall be an Occupational Health and Safety Committee. Constitution of the Committee shall be two (2) members of the Union and two (2) members appointed by the Board.

The committee shall work in the best interests of improved Occupational Health and Safety issues in the workplace.

This committee shall have regular monthly meetings and shall discuss, recommend, and record all action necessary to improve hazardous conditions at the workplace.

Minutes from these meetings shall be sent to the central OH&S committee with recommendations on issues that can't be dealt with at the workplace.

Recommendations will be implemented within reasonable time and subject to funds available within the current budget.

13.07 Employees assigned work on VDT's shall not continuously use a VDT in excess of forty-five (45) minutes at a stretch, but shall have a break or a change of duties for fifteen (15) minutes for health and safety reasons, before resuming work on a VDT. No more than four (4) of these forty-five (45) minute sessions on VDT work will be assigned in one working day, and the session will be spaced as much as possible, with no more than twelve (12) sessions per week. This clause will be reviewed on an ongoing basis by the Health and Safety Committee.

#### Section 5 - Personnel Files

13.08 Employees will be given a copy of any document placed in his/her file which might be the basis of disciplinary action.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure, and the eventual resolution thereof shall become part of the employees' record.

The employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document of the existence of which the employee was not aware.

The Board will remove all adverse reports or disciplinary documents from the employee's personnel file after a period of twelve (12) months.

#### Section 6 - Picket Lines

13.09 Employees have the right to refuse to cross picket lines.

#### Section 7 - Right to Refuse Work

13.10 (a) Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations are to form part of the Collective Agreement.

(b) No employee shall be disciplined for refusal to work on a job which in the opinion of the Safety Committee is not safe; but once the majority of the Safety Committee members then present determines that the job is safe, the decision will stand and the employee must resume work without any further delay.

(c) The employer shall provide the Union with details of every reported accident that occurs at the worksite along with any reports provided to the W.C.B.

## Section 8 - Adverse Report

13.11 The Employer shall notify an employee in writing of any major expression of dissatisfaction concerning their work within ten (10) working days of receipt of the complaint. The employee's reply to such a complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

## **ARTICLE IV - SICK LEAVE PROVISIONS**

14.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

14.02 Full-time employees shall accumulate sick leave credits with pay on the basis of one and one-half (1 1/2) work days per month cumulative up to a maximum of one hundred and fifty (150) days. Part-time employees shall be granted paid sick leave in proportion to the time worked based on the formula for full-time employees as described above. All sick leave time shall be recorded and used in terms of hours.

14.03 In the event of illness, an employee as described above shall receive a full day's pay (exclusive of shift differentials) received on the last working day prior to such illness for each day lost from work.

### 14.04 Proof of Illness

An employee may be required, upon request of the Chief Librarian, to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out duties due to illness.

14.05 By January 31st of each year, the Employer shall advise each employee in writing of the employee's amount of accrued sick leave.

14.06 When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Board upon expiration of such leave of absence or lay-off, the employee will retain sick leave credits accrued up to the time of the leave of absence and shall begin again to accrue credits at the current rate. The employee, however, shall not be entitled to accrue credits for the actual time off on lay-off or leave of absence.

14.07 All employees shall upon retirement pursuant to the provisions of the Pension (Municipal) Act or in accordance with Board policy, become eligible for and receive at the employee's current rate of pay, the following percentage of their accumulated sick leave on the following scale:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

14.08 Employees prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act will receive the difference between the amount payable by the Workers' Compensation Board and their regular pay, as long as sick leave is available and is charged proportionately.

## **ARTICLE XV - MATERNITY LEAVE**

- 15.01 Pregnancy shall not constitute cause for dismissal.
- 15.02 On completion of the probationary period an employee shall qualify for Maternity Leave and the Board shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 15.03 Employees shall be granted up to eighteen (18) weeks' Maternity Leave of absence without pay. The duration of the Maternity Leave of absence before confinement and subsequent to confinement shall be at the option of the employee, except that:
- (1) If the employer believes that the employee cannot reasonably be expected to perform her duties because of the pregnancy, the employer may instruct the employee to take leave of absence until the employee can provide a certificate from a doctor stating she is able to perform her duties;
  - (2) The leave shall include the six (6) weeks following the actual date of birth of the child unless the employee gives at least one week's notice and furnishes a certificate from a qualified medical practitioner stating she is able to return to work.
- 15.04 Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of six (6) months will be granted on production of a medical certificate.
- 15.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 15.06 After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an employee may choose to receive payment of normal weekly salary from accumulated sick leave benefits if applicable.
- 15.07 An employee shall give the Board at least two (2) weeks notice/advice of the effective date of the leave, of an extension of the leave, and of her return to work after Maternity Leave of absence and she shall be returned to her former position.
- 15.08 If a pregnant employee chooses not to work with a VDT, an attempt will be made, in co-operation with the other employees, to provide her with other work and/or a change of tasks, provided there is no additional cost to the Library. If this cannot be done, or if the employee so wishes, leave of absence without pay will be granted to her.

- 15.09 In addition to Maternity Leave, an employee is entitled to a maximum of thirty-five (35) weeks unpaid Parental/Adoption Leave to be taken within one year of the birth or adoption of a child. If both parents are employees of the Nelson Municipal Library Board, the maximum combined leave remains at thirty-five (35) weeks.
- 15.10 Wherever the BC Labour Codes, Employment Standard Act or Federal Labour Legislation provide superior provisions for maternity or parental leave, such legislation shall prevail.

## **ARTICLE XVI - BENEFITS**

16.01 All benefits plans coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

No changes will be made to the coverage outlined in this Agreement or to the carriers without the Union being notified and given an opportunity to discuss the proposed changes.

### **16.02 Medical Benefits for Regular, Probationary Employees**

All regular and probationary employees shall be entitled to the following benefits effective at the beginning of the month following employment:

- (a) Medical Services Plan of British Columbia - Cost of premiums will be borne by the Board.
- (b) Extended Health Benefits Plan - Cost of premiums will be borne by the Board.
- (c) Employee Family Assistance Plan – The Union will pay to a maximum of four hundred (\$400) dollars per year based on a 50/50 split commencing January 1, 2000.

### **16.03 Group Life Benefit for Regular, Temporary Employees**

All regular and temporary employees shall participate in the following benefit effective at the beginning of the month following three (3) months of continuous employment:

Group Life Insurance Plan, based on two (2) times the annual earnings with a minimum of \$30,000 per employee, up to age 65. Cost of premiums will be borne by the Board.

### **16.04 Pension, Dental Benefits for Regular Employees**

All eligible regular employees shall participate (unless otherwise covered) in the following benefits, effective at the beginning of the month following three (3) months of continuous employment:

- (a) Pension (Municipal) Act - The employee and the Board will contribute in accordance with the requirements of the Act.

(b) Dental Plan coverage:

- Plan A - 80% paid by the plan
- Plan B - 50% paid by the plan
- Plan C - 50% paid by the plan

The Board will pay 80% of the cost of the premiums and the employee will pay 20%.

(c) The Board will provide optional increase in coverage as indicated below on the condition the employee pay the additional costs:

- Plan A - 100% paid by the plan
- Plan B - 60% paid by the plan
- Plan C - 50% paid by the plan

16.05 Long Term Disability

All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

16.06 In lieu of general holidays, annual vacations, health and welfare benefits, premiums and paid leaves, unless otherwise specified on-call employees and shelvers will receive as compensation, the following:

- a) one to two years – four (4) percent
- b) thereafter - seven and one-half (7 1/2) percent.

16.07 Vision Care Benefit

All regular employees who qualify for benefits shall be entitled to vision care.

The benefit shall provide a coverage of seventy-five (\$75) dollars every two (2) years for employees requiring visual aids. Such cost to be paid by the Employer on proof of purchase.

16.08 Same Sex Spousal Benefits

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for a same sex spouse will be provided. Coverage is subject to carrier approval.

## **ARTICLE XVII - VARIATIONS**

17.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Board and the Union.

## **ARTICLE XVIII - PRINTING OF AGREEMENT**

18.01 The Union shall be responsible for the amending and drafting of the Agreement but the costs associated with the printing and supply of the Agreement shall be borne equally by the two Parties.

**ARTICLE XIX - TERM OF AGREEMENT**

19.01 This Agreement shall be in effect from January 1, 2002 and shall remain in force and effect until December 31, 2003, and from year to year thereafter unless terminated by either party on written notice to begin collective bargaining.

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives have affixed their signatures here on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ON BEHALF OF:

ON BEHALF OF:

NELSON MUNICIPAL LIBRARY  
BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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**NELSON MUNICIPAL LIBRARY BOARD**  
**and**  
**C.U.P.E. LOCAL 339 AND LIBRARY SUB-LOCAL**

**SCHEDULE "A"**

**HOURLY RATES OF PAY, EFFECTIVE JANUARY 1ST, 2002**

	Jan 1/01	Jan 1/02 0%	Jan 1/03 2.5%
Library Assistant I	\$20.27	\$20.27	\$20.78
Library Assistant II	\$21.00	\$21.00	\$21.53
Library Assistant III	\$22.28	\$22.28	\$22.84
Shelvers	\$ 8.42	\$ 8.42	\$ 8.63

**LETTER OF UNDERSTANDING NO. 1**

**between**

**NELSON LIBRARY BOARD**

**and**

**CUPE LOCAL 339**

**RE: Pay Equity**

As the Library Sub-Local will maintain equity with City Hall employees, represented by the parent Local C.U.P.E. 339, salary negotiations will be undertaken in conjunction with the parent local commencing March 1, 1993.

Dated: \_\_\_\_\_

ON BEHALF OF:

ON BEHALF OF:

NELSON MUNICIPAL  
LIBRARY BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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**LETTER OF UNDERSTANDING NO. 2**

**between**

**NELSON LIBRARY BOARD**

**and**

**CUPE LOCAL 339**

**RE: Sunday Hours**

In the event that the Board elects to provide Library services on Sunday, the Board and the Union will meet to negotiate terms and conditions.

Dated: \_\_\_\_\_

ON BEHALF OF:

THE NELSON MUNICIPAL  
LIBRARY BOARD

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ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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## **LETTER OF UNDERSTANDING NO. 3**

**between**

**NELSON MUNICIPAL LIBRARY**

**and**

**CUPE LOCAL 339**

### **RE: Volunteers**

Both the employer and the union recognize that volunteers can and may perform a useful function in assisting the Library to meet its' objectives.

Volunteers will be accepted at the workplace on the following conditions:

1. Volunteers are exempt from Article 1, clause 1.01 (Bargaining Unit and shall not be paid by the employer).
2. The employer agrees:
  - (a) that no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
  - (b) that no employee shall be laid off as a result of the employer utilizing the services of volunteer(s).
  - (c) that no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).
  - (d) that the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.
  - (e) Volunteers may be used to assist in the running of programs.
3. It is agreed that the Board may use volunteers in large special projects such as automation up-grade and in such day to day tasks as may be mutually agreed between the parties prior to the commencement of such tasks.
4. Should any conflict as to the use of volunteer workers arise between the employer and the union, such problems shall be the subject to the grievance and arbitration procedures.

.../2

Dated: \_\_\_\_\_

ON BEHALF OF:

THE NELSON MUNICIPAL  
LIBRARY BOARD

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ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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**LETTER OF UNDERSTANDING NO. 4**

**between**

**NELSON MUNICIPAL LIBRARY**

**and**

**CUPE LOCAL 339**

**RE: Training**

It is hereby agreed to by both parties that a joint training committee will be formed, with equal representation from both the Library Board and the Union. The mandate of this committee will be, but not limited to, study and recommend a training policy.

- a) cross training of employees.
- b) training of CUPE library employees to increase the employment opportunities of current employees within the library.
- c) Committee will meet by November 1, 2004
- d) Committee to forward recommendations to the Board and the Union.

Dated: \_\_\_\_\_

ON BEHALF OF:

ON BEHALF OF:

THE NELSON MUNICIPAL  
LIBRARY BOARD

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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## **LETTER OF UNDERSTANDING NO. 5**

**between**

**NELSON MUNICIPAL LIBRARY**

**and**

**CUPE LOCAL 339**

### **RE: Work Experience Student**

With regard to the work experience students as prescribed by the Ministry of Education, the Union and the Library Board agree that:

1. Orientation and introduction will be handled by the Chief Librarian prior to students entering the work field.
2. Supervision will be the responsibility of the Chief Librarian.
3. It is understood that students will not be utilized to replace employees, nor be on site where there is a library employee on lay-off from that particular department.
4. No student will be unsupervised while on any Library property.
5. The Chief Librarian will be orientated to the supervisory responsibilities as outlined in the Ministry Guidelines.
6. Students will adhere to all Occupational health and Safety Rules and Regulations.
7. No work shall be lost to the bargaining unit as a result of these students being on site.
8. These students' presence and activities will not create a situation that will prevent any employee from carrying out his/her assigned duties.
9. Any disagreements arising from utilization of these students will be dealt with promptly by either the Chief Librarian or the Board.
10. The Union will be sent a copy of the Work Experience Program Placement Agreement one week in advance of any placement.

Dated: \_\_\_\_\_

ON BEHALF OF:

THE NELSON MUNICIPAL  
LIBRARY BOARD

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ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

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