

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 391**

AND

**THE GIBSONS AND DISTRICT
PUBLIC LIBRARY BOARD**

JANUARY 1, 2005 – DECEMBER 31, 2007

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The Parties to this agreement are:

The Gibsons and District Public Library Board
the "Employer"

and

Canadian Union of Public Employees, Local 391 – Gibsons Library Workers
the "Union"

Article 1 Purposes and Coverage

1.01 Purposes

The purposes of this Agreement are to:

- (a) maintain and improve harmonious relations between the Parties;
- (b) establish and maintain the terms and conditions of employment for members of the bargaining unit;
- (c) provide an orderly procedure for the resolution of differences between the Employer and employees;
- (d) encourage efficiency in operations;
- (e) promote the morale, well-being and security of all the employees.

1.02 Collective Agreement Coverage

This Agreement is binding on the Employer, the Union, and all employees of the Employer.

Article 2 Definitions

2.01 Definitions

- (a) Employee: a person who is an employee as defined in the Labour Relations Code of B.C.
- (b) Probationary Employee: a person serving the probationary period.
- (c) Regular Employee: a person employed on a full-time or part-time basis, which has successfully completed probation and who is employed on a regular and continuing basis.

- (d) Casual Employee: a person employed from time-to-time on a day-to-day basis.
- (e) Temporary Employee: a person employed on a full-time or part-time basis, who has successfully completed probation; and who is employed for a specified period of time, or for specific work or purpose, or a combination thereof for a maximum period of six months unless replacing an employee on leave.
- (f) Day: means a calendar day unless otherwise specified.
- (g) Promotion: is the movement of an employee to a classification with a higher maximum rate of pay.
- (h) Transfer: is the movement of an employee to a classification with the same maximum rate of pay.
- (i) Demotion: is the movement of an employee to a classification with a lower maximum rate of pay.
- (j) Layoff: is an employer initiated temporary or indefinite cessation of active employment of an employee or a reduction of more than 30% in the regular hours of work of an employee.
- (k) Immediate Family: spouse, child, parent, parent-in-law, guardian, brother, sister, grandchild, grandparent, or any other person who lives with the employee as a member of the employee's family.

Article 3 Union Recognition

3.01 Exclusive Bargaining Agent

- (a) The Employer recognizes the Canadian Union of Public Employees Local 391 – Gibsons Library Workers as the exclusive bargaining agent for all of its employees, to whom the Certification issued by the Labour Relations Board applies, save and except those excluded by agreement of the Parties, or by the Labour Relations Board.
- (b) The Employer agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 Exclusions

Exclusions shall be based on the definition of “employee” in the Labour Relations Code and as may be agreed by the Parties, or determined by the Labour Relations Board. The Chief Librarian shall be excluded from the bargaining unit.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer, which may conflict with the terms of this collective agreement.

3.04 Union Membership

As a condition of employment, each bargaining unit employee who was a member of the Union on March 20, 2001, and each bargaining unit employee employed after that date, shall become a member of the Union within 20 days worked.

Article 4 Management Rights

4.01 General

- (a) The management, supervision, and control and direction of the Library and its operations and the work force, are vested exclusively in the Employer. Such activities shall not be contrary to the terms and conditions of this collective agreement.
- (b) The question of whether any management rights are limited by this agreement shall be decided through the grievance procedure.

Article 5 Union Dues

5.01 Deduction of Dues, Assessments, or Equivalent

- (a) As a condition of employment, each employee shall provide the Employer with a signed written assignment of wages to the Union, authorizing the Employer to deduct the applicable Union dues (or equivalent), initiation fees and assessments.
- (b) Authorization forms shall be provided to the Employer by the Union. The Employer shall provide the form to each new employee at the time of hire. A copy of the completed form shall be retained by the Employer and the original shall be sent to the Union by the Employer.

5.02 Union to Advise of Amounts

The Union shall inform the Employer in writing, with a minimum of one month's notice, of any change in the amount of regular dues and assessments to be deducted and the Employer shall deduct at the rate for which it has received most recent notice.

5.03 Remittance of Deductions to Union

- (a) The Employer shall deduct the regular dues and assessments, or equivalent, and shall remit the amounts deducted to the Union by the 15th of the month following the month in which the deduction(s) has been made, with a written statement containing the names of employees from whom deductions were made and the amount from each.
- (b) The Union agrees to indemnify and save the Employer harmless from any claims, which may arise in complying with the provisions of this Article.

5.04 Reporting Union Deductions

All Union dues deducted in the year shall be reported on the employee's T-4 Form for income tax purposes.

Article 6 Labour-Management Relations

6.01 Representation

- (a) No employee or group of employees shall undertake to represent the Union or its members without proper authorization from the Union.
- (b) The Union shall provide the Employer and keep current, in writing, the names of the officers, stewards, and authorized committee members.
- (c) If requested, the Employer shall provide the Union and keep current, in writing, the names of the individuals with whom the Union may be required to transact business.

6.02 Advisers and Assistance

The Union and Employer shall each have the right at any time to have the assistance of advisers when dealing or negotiating with the other party.

6.03 Access to Premises

The Employer agrees that access to its premises shall be granted to representatives of the Union when dealing with matters arising from this collective agreement. The Union representatives shall provide reasonable advance notice to the Employer of their intention and their purpose of entering, and shall indicate the anticipated length of the visit. Permission shall be granted provided such visits shall not interfere with the operation of the Employer's business.

Article 7 Dismissal, Discipline, Personnel Records

7.01 Dismissal, Discipline

The Employer shall not dismiss or discipline an employee bound by this agreement except for just cause or as provided in the Article dealing with probation.

7.02 Notification

Any disciplinary action taken shall be documented and form part of the employee's personnel record. This written record of discipline, with reasons, shall be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and shall be copied to the Union. The employee may also respond in writing, and this response shall also be filed in the employee's personnel record.

7.03 Union Representation at Discipline or Dismissal Meeting

When the Employer intends to interview an employee for disciplinary or dismissal purposes, the employee shall be so informed in advance, and advised that the employee has the right to have a Union representative present. The employee may, if the employee so wishes, be accompanied by a representative of the Union at such meeting provided this does not result in an undue or unreasonable delay of the meeting, discussion or action to be taken.

7.04 Employee Records

- (a) There shall be a single personnel file for each employee.
- (b) Any letters of discipline or commendation shall not be entered into the file of that employee without the concerned employee being provided with a copy. The Employer shall notify the employee when adding any other document to the file.

- (c) An employee shall have the right to examine the content of the file for that employee, in the presence of an excluded supervisor, at any reasonable time during normal office hours, upon 24 hours notice to the Employer. At the request of the employee, copies of any material in the file shall be provided at the employee's expense.
- (d) Any letters related to disciplinary issues that are two (2) years or more old shall be removed from the personnel files and reference shall not be made to them, provided that no documents relating to similar problems have been added to the personnel file during that period.

7.05 Grievances Concerning Dismissal or Discipline

An employee may grieve any disciplinary or dismissal action. A grievance concerning suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

7.06 Technical Information

The Library and the Union agree to exchange such information as job descriptions, wage rates, sick leave usage and benefit plans relating to employees in the bargaining unit.

Article 8 Grievance Procedure

8.01 Grievance Defined

Any difference arising between the parties to this agreement concerning the interpretation, application, operation, or any alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be resolved without stoppage of work. An earnest effort shall be made to settle the difference as provided in this Article.

8.02 Steps in the Grievance Procedure

(a) Informal Discussion

The employee and the Chief Librarian shall meet and attempt to settle the concern. Either person may be accompanied by a representative. From the time this process is commenced, they shall have five days to settle the concern. If the concern is settled to the satisfaction of the employee, this ends the matter.

(b) Step 1

If no settlement is reached in the informal discussion, and if the Union decides to proceed with a grievance, the grievance shall be stated in writing, identified as a grievance, and submitted to the Chief Librarian. The employee, the employee's Union representative(s), and the Chief Librarian shall meet and attempt to settle the grievance. The written grievance shall indicate the alleged breach of the agreement and the proposed resolution. The Chief Librarian may be accompanied by a representative(s). From the time this step is commenced, they shall have 10 days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

(c) Step 2

If no settlement is reached at step 1, either of the Parties to this agreement may advance the grievance to step 2. The grievance shall be discussed by the grievor(s), a grievance committee of the Employer, and a grievance committee of the Union. Each Party may have additional persons present. From the time this step is commenced they shall have 14 days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

(d) Step 3 - Arbitration

(1) If a grievance is not settled at Step 2, the Party initiating the grievance may submit it to arbitration within 21 days of its receipt of the final written Step 2 response from the other Party, or within 21 days of the end of the period allotted to Step 2 when no such response is received. All notifications for arbitration shall be in writing.

(2) When a notification for arbitration has been given, the Parties shall have ten days from receipt of the notification to jointly appoint the single arbitrator to whom the matter shall be submitted. If they cannot agree, either Party may within a further ten days request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

8.03 Initiating and/or Advancing Grievance

(a) Any grievance must be initiated at the informal step or at the specifically stated step within 14 days of the time the matter arose, or of when the grievor should have reasonably become aware of the matter arising.

(b) If advancing an unsettled grievance to the next step of the Grievance Procedure, this must be done, in writing, within 14 days of the end of the period allotted to the step from which the next step in the grievance procedure is taken.

8.04 Code Applies, Powers of Arbitration Board

- (a) The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.
- (b) An arbitration board shall not have the power to change, modify, or alter this agreement in any respect.

8.05 Disagreement on Arbitration Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

8.06 Expenses of Arbitration Shared

The expenses and compensation of the Arbitrator shall be shared equally between the parties.

8.07 Time Limits

The time limits established in this Article are mandatory and may not be varied without the mutual consent of the Union and the Employer in writing.

8.08 Policy Grievance, Employer Grievance

Where a dispute involving a question of general application or interpretation of this agreement occurs, or where a group of employees, or the Union or the Employer has a grievance, such dispute or grievance shall be initiated at Step 2.

Article 9 Seniority

9.01 Calculation of Seniority

- (a) Seniority means an employee's length of service with the Employer measured in hours paid, excluding overtime.
- (b) Seniority shall accrue while an employee is on pregnancy and parental leave (including adoption), WCB, and Union leave and unpaid leave of absence of less than 20 days.
- (c) Seniority shall operate on a bargaining-unit-wide basis.

9.02 Seniority Lists

The Employer shall maintain a seniority list showing seniority accumulated, and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in January, April, July, and October of each year. The lists shall be deemed to be correct unless objection is made within 10 days of the date of posting.

9.03 Loss of Seniority and Employment

An employee shall lose all seniority and shall no longer be an employee when the employee:

- (a) is discharged for just cause;
- (b) resigns;
- (c) is on layoff and recall rights expire;
- (d) fails to accept a recall or to report after a layoff; as provided in the section dealing with recall;
- (e) is absent from work in excess of three consecutive working days of that employee, without permission and without reasonable cause;
- (f) has been on workers compensation, off work, for two continuous years, and WCB has indicated that the employee is totally disabled;

Article 10 Staffing and Staff Changes

10.01 Advising Union of Changes

The Employer shall advise the Union of all changes to staff and staffing in writing.

10.02 Probation

- (a) A newly hired regular employee shall be a probationary employee for the first 60 shifts worked, or five months, whichever occurs first. A newly hired temporary employee shall be a probationary employee for the first 60 shifts worked as a temporary employee in one or more appointments in the same classification within a 12-month period. Seniority shall be determined in accord with the article "Seniority" in this collective agreement.

- (b) It is recognized and understood that a lesser standard applies to all probationary employees, and that the purpose of probation is to determine the employee's suitability for the position and for service or continued service with the Employer. The employee may be terminated at any time during the probationary period, without notice, and such a decision is grievable.
- (c) Upon successful completion of probation:
 - (1) an employee hired as a regular employee shall be a regular employee;
 - (2) an employee hired as a temporary employee shall be a temporary employee for the balance of the temporary assignment; and if rehired in the same classification within 12 months of the completion of the last temporary assignment, shall not serve probation in the new assignment.

10.03 Posting and Filling Vacancies

- (a) When the Employer wishes to fill a vacancy in the bargaining unit for a regular position, or for a temporary position which is expected to be longer than three months, the Employer shall post notice of the vacancy on the bulletin board for seven days so that all employees may be made aware and may apply.
- (b) Such notice shall contain, but need not be limited to, the following information:
 - qualifications required;
 - skill, knowledge, ability, and experience required;
 - current rate of pay;
 - current hours and days of work;
 - whether the position is regular or temporary;
 - deadline for applications.

10.04 Selection

- (a) In filling job vacancies, including promotions and transfers, the position shall be filled based upon qualifications, skills, experience, seniority, and ability to perform the job. If those factors are relatively similar, then seniority shall prevail.
- (b) An employee who applies for a job shall be interviewed.
- (c) Casual or temporary employees in applying for a regular employee category shall be considered to accumulate seniority from the date of hire as a casual or temporary.

- (d) The seniority of a casual employee shall only be recognized in accordance with Article 10.04.
- (e) Seniority of candidates shall be calculated as of the date of closing for a position.

10.05 Trial Period

- (a) If a regular employee is appointed (whether by promotion, demotion or transfer) to fill a position, the employee shall be placed on trial in the new position for a period of 60 shifts worked, or four months, whichever occurs first. Conditional on satisfactory service and suitability for the position, the employee shall be considered permanent in the new position upon completion of that trial period.
- (b) During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, except in the case of demotion the employee shall be returned to the employee's former position. However, if the trial period results from bumping the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment, shall also be returned to the employee's former position, and any employee who may have been hired shall be terminated without notice.

10.06 Temporary Assignments

Regular employees who accept temporary positions shall be returned to their previous positions at the end of the temporary assignment.

Article 11 Layoff and Recall

11.01 Layoff and Layoff Order

When it is necessary to reduce staff the order of layoff shall be in reverse order of seniority in the classification involved.

11.02 Layoff Notice

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) One (1) week's notice after three (3) consecutive months of employment;
or

- (b) Two (2) week's notice after twelve (12) consecutive months of employment; or
- (c) Three (3) week's notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) week's notice.

11.03 Bumping Rights

An employee who has been given layoff notice, instead of being laid off may bump an employee in a classification with the same or a lower maximum rate of pay and who has less seniority. The employee exercising the bump must do so within three days of having received the layoff notice and must be qualified to perform the job into which the employee is bumping.

11.04 Recall-to-Employment

- (a) A regular employee who has successfully completed probation, who has been employed for less than six months, and who has been laid-off shall have recall-to-employment rights for six months from the effective date of the layoff. If the regular employee has been employed for six months or more, the recall-to-employment rights shall be for one year from the effective date of the layoff.
- (b) During that period, such employee shall have the right to be recalled, in the order of seniority, to a vacant regular position with the Employer in the classification from which laid off, or a vacant regular position in a classification with the same or lower maximum rate of pay, which the employee must be qualified to perform. Recall is to a position with the same or fewer hours of work as being worked when laid off.

11.05 Recall Procedure

- (a) It shall be the responsibility of the laid off employee with recall-to-employment rights to keep the Employer informed of the employee's current postal address. Laid off employees who have complied with the foregoing procedure and who are being recalled, shall be notified by the Employer, either personally or by personal telephone conversation (or by certified mail at their last known address if not able to contact personally or by telephone) of the date on which they are to report to work.
- (b) The employee shall indicate acceptance or rejection of the recall, to the Employer, within 24 hours of being notified. If the employee rejects the recall, or if the employee fails to report for work and the reporting date is at least 14 days later than the date of notification (unless because of illness or other just cause), the employee loses all recall rights.

- (c) Notwithstanding the above, if the recall is to a position that is in a lower paid classification and/or has fewer hours, the employee may:
 - (1) decline without losing recall rights;
 - (2) accept and retain recall rights.

11.06 Grievances Concerning Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Article 12 Hours of Work and Overtime

12.01 Work Week Defined

The work week shall commence at 12:01 a.m. Monday.

12.02 Regular Day and Week - Full-time, Part-time

- (a) The normal workday for a full-time employee shall be seven hours, plus an unpaid meal period. The normal workweek for a full-time employee shall be 35 hours exclusive of meal periods.
- (b) The normal work pattern for a full-time employee shall provide five (5) consecutive workdays followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same workweek.
- (c) A part-time employee is one who has an assignment of fewer assigned hours per day and/or per week than a full-time employee.
- (d) The normal work pattern for a part-time regular or part-time temporary employee shall provide for at least two (2) consecutive days off.
- (e) Regular employees and probationary employees hired to fill a regular position who feel that Sunday work would violate their religious principles or feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays.

12.03 Meal Period

An employee who is on duty for more than five hours on a day is entitled to an unpaid meal period of 30 minutes, which shall be scheduled at an appropriate time. Such meal period shall not be included in calculating regular work hours.

12.04 Rest Breaks

Each employee shall have a 15 minute rest break at the employee's work site scheduled in each of the first half and the second half of a full shift. The time for such breaks shall be included as part of the regular hours of work.

12.05 Change of Shifts

- (a) The Employer shall attempt to provide 24 hours notice to employees, of change of start time. (This does not apply to initial establishment of start time).
- (b) Failure to provide at least 12 hours rest between shifts which are being changed shall result in payment of a premium (at overtime rates) for any hours worked during such normal rest period.

12.06 Overtime and Overtime Rates

- (a) Overtime shall be paid for all time worked in excess of the normal full-time day (seven hours), or normal full-time week (35 hours). Normally, overtime must be authorized by the Employer in advance.
- (b) Employees who work overtime shall be paid at the rate of one-and-one-half times (1 ½ x) the employee's basic rate for the first four hours of overtime in a day, and two times (2 x) the employee's basic rate thereafter.

12.07 Pay for Work on Sundays

- (a) Regular employees on May 15, 2002, shall be paid time and one-half for all hours worked thereafter on Sundays.
- (b) All other employees shall be paid a premium of \$1.50 for all hours worked on Sundays.
- (c) Casual employees on May 15, 2002, who later become regular employees, shall be paid time and one-half for all hours worked thereafter on Sundays.

12.08 Time Off in Lieu

- (a) An employee who works overtime may choose to be paid, or when submitting the overtime pay slip may request compensatory time off equivalent to the overtime pay. Such compensatory time-off must be taken normally within six months of the date the overtime was worked and at a time mutually agreed by the employee and the Chief Librarian.

The maximum accumulation of compensatory time is the number of hours normally worked by that employee in a week and is payable at the rate at which the time was earned.

- (b) Any unused compensatory time shall be paid out, at the rate at which earned, to an employee who leaves the employ of the Employer.

12.09 Call-In Shifts

Call in shifts shall be equitably distributed among qualified employees subject to employee availability at time of scheduling.

12.10 Work Schedules

The Employer shall post a weekly work schedule at least one week in advance.

Article 13 General Holidays

13.01 Definition

For the purpose of this agreement, the following shall be general holidays:

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

And any other day proclaimed by the federal or provincial governments as a general holiday.

13.02 Pay for General Holidays

- (a) An employee is eligible for a general holiday and general holiday pay after 30 days of employment.
- (b) An eligible employee shall be given a day off with pay for each general holiday listed in this Article.
- (c) The pay for the general holiday shall be determined as follows:
 - (1) for an employee who has a regular schedule of hours with the same number of hours each day on which the employee works, and who has been paid for at least 15 of the last 30 days before the general holiday, the same amount as if the employee had worked regular hours on the day off;

- (2) for an employee who does not have a regular schedule of hours or who has a schedule with a different number of hours on different days, and who has been paid for at least 15 of the last 30 days before the general holiday, by dividing the employee's total wages (excluding overtime wages) for the 30 day period by the number of days worked;
 - (3) for an employee who has been paid for 14 or fewer of the last 30 days before a general holiday, by dividing the employee's total wages (excluding overtime wages) for the 30 day period by 15.
- (d) If a general holiday falls on or is observed on a day that an eligible temporary, probationary, or regular employee is not scheduled to work, and the employee normally is scheduled to work four or five days each week, such employee may elect to receive an additional day off without pay, in addition to the general holiday pay received. This day off shall be taken on the employee's working day immediately following the general holiday, or on another day mutually determined by the employee and the Chief Librarian.

13.03 Payment for Working on a General Holiday

An employee who works on a general holiday shall be paid at time and one-half the employee's regular rate for the time worked. This payment is in addition to the employee being given a working day off with pay (the pay determined in accordance with this Article). The working day off with pay shall be mutually determined by the employee and the Chief Librarian.

13.04 General Holiday During Annual Vacation: Regular Employees

A general holiday which falls during a regular employee's annual vacation shall not count as part of the annual vacation.

Article 14 Annual Vacations

14.01 Definitions

For purposes of this Article:

- (a) "Calendar Year" and "Vacation year" means the year from January 1 to December 31.
- (b) "Week" means the individual employee's regular work week.

14.02 Basis of Calculations

Annual vacations shall be based on the calendar year, and on continuous service with the employer since the last date of hire.

14.03 Entitlement and Taking Annual Vacation Time – Regular Employees

- (a) Regular employees shall be entitled to and shall take annual vacations on the following basis:
 - (1) in the 1st calendar year of service (part-year or full year): 2 weeks
 - (2) in each of the 2nd to 5th calendar years of service: 3 weeks
 - (3) in each of the 6th to 12th calendar years of service: 4 weeks
 - (4) in each of the 13th to 18th calendar years of service: 5 weeks
 - (5) in the 19th and each subsequent calendar year of service: 6 weeks
- (b) The annual vacation time entitlement shall be prorated for calendar years in which the employee works less than a full year.
- (c) Annual vacation time shall be taken during the calendar year in which it is being earned, except that employees entitled to three weeks or more may defer one week (to a maximum accumulation of two weeks once every five years) to the following year, when the deferred vacation time shall be the first vacation time taken.
- (d) A regular employee shall be entitled to take annual vacation in an unbroken period unless otherwise mutually agreed by the employee and the Employer. Normally, vacations shall be taken in blocks of complete weeks. Annual vacation can be taken on the basis of one or more days at a time if there is less than one week of vacation remaining, or by arrangement between the employee and the Employer.
- (e) Vacation time shall not be taken during probation.

14.04 Vacation Pay – Regular Employees

- (a) An employee on vacation shall receive pay for regular hours as if the employee was at work.
- (b) As soon as is practicable following the end of each vacation year, or on the separation of a regular employee, an adjustment shall be made to the pay of the regular employee so that the pay for annual vacation for that vacation year is 2% of gross earnings in that vacation year for each week of entitlement. Unearned vacation pay paid shall be recovered.

- (c) The amount payable for the year shall be reduced by the amount necessary to provide pay for the period carried over to the following vacation year, and this amount shall be set aside and shall be paid for the carried-over vacation time when it is taken.

14.05 Vacation Scheduling – Regular Employees

- (a) On or before April 1st of each calendar year, regular employees shall submit their requests for annual vacation dates.
- (b) A list shall be posted on which each regular employee shall indicate that employee's choice of vacation dates.
- (c) If two or more employees cannot be granted the same vacation dates, the employees involved shall attempt to determine which employee(s) shall be scheduled for those dates and if the matter cannot be resolved, the vacation shall be scheduled based on seniority.
- (d) A final vacation schedule, as approved by the employer, shall be posted by April 15th.
- (e) Approved vacation dates shall not be changed except by mutual agreement of the employer and the employee involved.
- (f) Vacation time not scheduled, upon the request of the employee can be taken on a first-come first-served basis, subject to the approval of the Employer.
- (g) All vacation time, which is not deferred, shall be taken during the calendar year, and if not scheduled by September 30th, the Employer shall schedule the vacation time which shall be taken before December 31st.

14.06 Vacation Pay and Time – All Other Employees

All Temporary Employees (including those on probation) and Casual Employees with less than five years of service shall be paid 4% of gross earnings on each pay cheque as annual vacation pay. All Temporary and Casual Employees with five or more years of service shall be paid 6% of gross earnings on each pay cheque as annual vacation pay. Temporary Employees who work for continuous periods in excess of six months may take vacation time up to two calendar weeks each calendar year, without additional pay.

14.07 Vacation Pay in Year of Retirement

Employees with 10 or more years of current service, who resign at age 60 or more, shall be entitled to vacation and vacation pay for the full year in which the resignation occurs.

Article 15 Sick Leave

15.01 Sick Leave Defined

Sick Leave is defined as leave of absence without loss of pay granted by the employer to a regular employee who is unable to work because of illness or non-compensable accident.

15.02 Sick Leave Amount, Advance

- (a) A regular employee shall be granted sick leave entitlement of 7% of the regular hours paid to the employee. The entitlement shall be usable for sick leave. The hours of leave without loss of pay for a calendar year may be advanced (recoverable) to an employee.
- (b) This may be accumulated to a maximum of 630 hours.

15.03 Medical Certificate

- (a) The employer may request a certificate from a qualified medical practitioner confirming inability to work because of illness or accident or disability of three days or more.
- (b) The employer may request a certificate from a qualified medical practitioner confirming fitness to return to work following an illness or accident or disability. The Employer shall not request such a certificate for absences of less than one month except where the Employer has reasonable cause for concern that an employee is not fit to return to work.
- (c) Any cost of the certificates shall be paid by the Employer.

15.04 Sick Leave Records

Sick leave records shall be kept by the Employer. Each January, each regular employee shall be advised of that employee's sick leave entitlement as of the end of the previous calendar year.

Article 16 Leaves of Absence

16.01 Leave for Union Business

(a) General Condition

Leaves of absence without pay for Union business as described in this Section, shall be granted provided reasonable advance notice is given of the dates and duration of such leave. They shall be granted subject to operational requirements and shall not be unreasonably withheld.

(b) Short-term Leave Without Pay

(1) Official representatives of the Union may be granted leave of absence without pay to attend Union conventions or to perform other functions on behalf of the Union and its affiliates, provided not more than one employee shall be away at any one time.

(2) To facilitate the administration of this clause, when short-term leave without pay is granted, the employee shall continue to be paid as if at work and the Union shall reimburse the Employer for salary and benefit costs (including vacation pay and general holiday pay) upon receipt of an invoice. The Union may request that this arrangement not be carried out in any specific case.

(c) Long-term Leave Without Pay

An employee who obtains a full-time position with the Union or any body with which the union is affiliated, may be granted leave of absence without pay for a period up to one year, and which may be renewed each year, on request, during the employee's term of office.

(d) Leave Without Loss of Pay

(1) Representatives of the Union shall be granted leave of absence without loss of pay when required to leave work temporarily to deal with the Employer with respect to a grievance or with meetings of joint committees established by agreement of the Union and the Employer.

(2) Up to two representatives of the Union shall be granted leave of absence without loss of pay when required to leave work temporarily to meet with the Employer for collective bargaining.

16.02 Bereavement Leave

- (a) In the event of death of a regular or temporary employee's immediate family the employee upon notifying the Chief Librarian, shall be granted leave of absence at the time, without loss of pay, for up to three consecutive work days within a seven-day period.
- (b) Where the death occurs outside the Province, the employee may apply for up to an additional two working days of leave without loss of pay, which together with the basic bereavement leave shall be within a nine-day period.

16.03 Mourners' Leave

Subject to the operational requirements of the Library, leave of absence to attend a funeral as a mourner shall be granted without loss of pay. Such leave shall be up to one-half day for a funeral on the Sechelt Peninsula, and up to one day off the Sechelt Peninsula. Mourner's leave shall not result in an extension of Bereavement Leave.

16.04 General Leave

Notwithstanding any other provision for leave in this agreement, the Employer, considering the operational requirements of the Library, may grant leave of absence to an employee requesting such leave for good and sufficient cause, without pay or without loss of pay. Normally, such requests shall be in writing.

16.05 Jury Duty/Witnesses (Regular and Temporary Employees)

The Employer shall grant leave of absence without loss of pay to an employee, if the employee is not personally involved in the case, who is required by subpoena to serve as juror or Crown witness in any court. The employee shall hand over to the Employer any payments received for jury or witness service, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and of the amount received.

16.06 Maternity Leave, Parental Leave (including Adoption)

- (a) The maternity leave and parental leave provisions (including adoption) of the Employment Standards Act of B.C. shall apply.
- (b) An employee shall be granted, upon written request, two consecutive days of leave without loss of pay to attend the birth of the partner's child, or to include the day of arrival of a child for adoption.

16.07 Leave to Write Examinations

The Employer, considering its operational requirements, may grant leave of absence without loss of pay to a regular employee who has successfully completed probation, to enable the employee to write examinations for courses approved by the Employer.

16.08 Family Responsibility Leave

- (a) An employee shall be entitled to up to five days of leave without pay during each calendar year, after notifying the employee's supervisor, to meet responsibilities related to:
 - (1) the care, health or education of a child in the employee's care; or
 - (2) the care or health of any other member of the employee's immediate family.
- (b) In the case of illness of a member of the employee's immediate family, where no one else at the employee's home other than the employee can provide for the needs of the ill person, the employee, after notifying the employee's supervisor, shall be granted leave without loss of pay for this purpose. Such leave may be granted more than once within a calendar year. Such leave is to be deducted from the employee's sick leave entitlement, and shall be granted to the extent that such sick leave is available.

16.09 Compassionate Care Leave

- (a) To request compassionate care leave, an employee must provide a medical certificate as proof that the family member needs care or support and is at risk of dying within twenty-six (26) weeks.
- (b) The Employer shall grant a leave of absence without pay for a maximum of eight (8) weeks within a twenty-six (26) week period to allow an employee to provide care or support to a gravely ill family member. For the purposes of this Clause, "family member" shall mean the employee's spouse, child, parent or parent-in-law.

Article 17 Payment of Wages

17.01 Schedule Of Rates, Pay Days

- (a) The employer shall pay wages in accordance with Schedule A attached and forming part of this Agreement.

- (b) Employees shall be paid on the 15th day and on the last day of each month, or the previous office day if the payday is a non-working day.
- (c) On each payday each employee shall be provided with an itemized statement of wages, deductions, etc.

17.02 Minimum Guarantee

- (a) An employee who reports for work on a shift shall be paid for a minimum of two hours at the employee's regular basic rate of pay, unless the employee's condition is such that the employee cannot perform the employee's duties, or the employee has failed to comply with the Regulations under the Workers' Compensation Act.
- (b) An employee who reports for work on a shift and who commences work shall be paid the employee's regular basic rate of pay, with a minimum of four hours pay, unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the employer.

17.03 Acting Temporary Capacity

When an employee is temporarily required to perform the principal higher-level duties of a position in a higher paying classification, the employee shall be paid for the time worked in the position as if promoted to it. 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.

17.04 Rate of Pay on Promotion, Transfer, Demotion

- (a) An employee who is promoted shall be placed on the same step of the higher scale.
- (b) An employee who is transferred shall not change pay rate.
- (c) An employee who is demoted shall be placed on the step of the new scale that results in the smallest salary decrease.

Article 18 Job Classification and Reclassification

18.01 Classifications and Reclassification

- (a) The classifications shall be as listed in Schedule A.

- (b) Classifications may be eliminated only by mutual agreement of the Parties.

18.02 New and Changed Classifications

- (a) The employer shall prepare Classification Descriptions for each classification in Schedule A. A copy of each of the Descriptions, and any changes made thereto from time to time, shall be provided to the Union.
- (b) If a new classification is established by the Employer, or if a substantial change is made to any existing Description, the rate and Classification Description shall be established by the Employer and the Union shall be advised. If the Union objects to the new rate, in writing, within 30 days, the parties shall meet to negotiate the rate. If the parties cannot agree on the rate, the rate shall be determined by an Arbitration Board established as provided in the Grievance Procedure Article in this Agreement.

Article 19 Employee Benefits

19.01 General

All benefits plans coverages, 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. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurability's are not arbitrable and must be directed by the employee to the insurer.

19.02 Coverage, Premiums, and Plans

- (a) The Employer agrees to make available through an insurance carrier, the following benefits, to each regular employee who works 20 hours per week or more.
- (b) The insurance carriers shall not be changed without the consent of the Union. The Employer, unilaterally, shall not decrease the coverage in the plans.
- (c) The Employer shall pay 80% of the premiums for the Health and Welfare Plans in this Section, and the employee shall pay the balance.
 - (1) Medical Services Plan of B.C.
 - Participation is voluntary.

(2) Extended Health Benefits

- Plan includes Vision Care coverage to maximum of \$350 every 24 months.
- Participation is a condition of employment to those with Medical Services Plan of B.C. Coverage (if not covered elsewhere).

(3) Dental Expense

- Plan covers 80% of Plan A – Basic Preventative and Restorative Services, with annual maximum of \$1,000.
- Plan covers 50% of Plan B – Major Restorative Services.
- Plan covers 50% of Plan C – Orthodontics with lifetime maximum of \$3,000;
- Participation is a condition of employment (if not covered elsewhere).

19.03 Coverage and Premiums While on Leave

- (a) Except as provided for in the Employment Standards Act, coverage for benefits in Article 19.02 of this agreement cease if the employee is on leave without pay for more than one complete calendar month (1st day of the month to the last day of the month). Coverage can be maintained if the employee pays the full premium costs in advance.
- (b) An employee on leave of absence because of illness or injury (including sick leave, and leave while collecting Workers' Compensation benefits) shall be continued on the applicable benefits and on the applicable sharing basis, for a maximum of one year, provided the employee's share of the premiums is paid in advance by the employee.

19.04 Retirement Fund

The provisions of Article 19.04 shall apply only until the provisions of Article 19.04A come into effect.

- (a) The Employer shall establish a Registered Pension Plan (“RPP”) with a bank, credit union, trust company or insurance company covering each Regular Employee (the “Participant”) who wishes to participate. The employee who wishes to participate shall sign the appropriate authorization forms or all requirements under this clause with respect to the employee on the part of Employer are void.

- (b) Each Participant in the RPP shall make regular contributions each pay period, through payroll deduction. The deductions shall be made up to the following percentages of the Participant's gross pay ("Regular Contribution"), which sum shall be deposited by the Employer in the Participant's RPP:

Effective May 22, 2002 4%.

- (c) One year after the commencement of Regular Contributions by the Participant, the Employer shall make an initial contribution directly into the RPP of an amount, which is the same as the total Regular Contributions made by the Participant to date.
- (d) Thereafter, at the same time the Participant's contribution is made, the Employer shall pay an amount equal to the Participant's Regular Contribution directly into the RPP.
- (e) Each Participant shall be permitted to contribute additional money to the RPP, but without a matching contribution from the Employer.
- (f) The vesting period shall be the minimum period in the applicable provincial legislation.
- (g) If a Participant withdraws any money from the RPP, the Employer shall not contribute any funds with respect to that Participant for a period of twelve months from the date of any withdrawal. The Employer shall not be liable for any contributions during such twelve-month period, and shall resume matching contributions after twelve months from the date of the withdrawal.
- (h) All interest or other income earned on deposited amounts shall belong to the RPP.
- (i) Any fees and expenses payable shall be charges against the RPP.
- (j) The bank, credit union, trust company, or insurance company chosen to provide the RPP shall be mutually agreed upon by the Union and the Employer.

19.04A Municipal Pension Plan

Employees shall participate in the Municipal Pension Plan as provided for by the Plan.

19.05 EI Rebate

Any amount payable to an employee as the result of a rebate of EI premiums shall be applied to help meet the costs of the Employer for benefits in this and other Articles.

Article 20 Joint Consultation

20.01 Joint Labour-Management Consultation Committee

A Joint Labour-Management Consultation Committee shall be maintained. It shall be composed of two representatives named by the Union and two representatives named by the Employer. The Committee shall meet within five days, upon the request of either Party.

20.02 Purpose of Committee

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

20.03 Technological Change

- (a) The provisions of Section 54 of the Labour Relations Code of B.C. apply.
- (b) If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies, the employer shall give written notice to the Union at least 60 days before the change is to be effected.
- (c) After notice has been given, the employer and the Union shall consult, as soon as reasonably possible, through the Joint Consultation Committee to endeavor to develop an adjustment plan.
- (d) In addition, where a change described in this clause affects a small number of employees, the Employer shall make every effort to reassign the employees affected if possible.

20.04 Grievances Excluded

The Committee shall not deal with grievances.

Article 21 Job Security

21.01 Contracting Out

The Employer reserves the right to contract out work, providing such action does not result in the lay off or reduction of the regular hours of work of a regular employee, including any on probation.

21.02 Volunteers

- (a) It is agreed volunteers have a role for the Library and are an important link to the community being served.
- (b) A volunteer is a person who performs tasks for the Library without receiving wages, benefits, or compensation of any kind. Volunteers enhance and extend the services of the employees, and are not employees of the Library.
- (c) The use of volunteers shall not result in the layoff or reduction of hours of employees in the bargaining unit, and no established position shall be left unfilled as the result of the use of volunteers.
- (d) Volunteers may perform the following duties:
 - Daily shelving of books;
 - Phone patrons each week about overdue materials;
 - Book repairs, gluing broken spines, taping torn pages and covers;
 - Processing new materials: affixing pockets and security tags and spine labels, stamping library name and date, taping spines and covers, attaching jackets;
 - One-on-one computer/internet training of library patrons;
 - Daily pickup of materials from book drops;
 - Daily mail pickup and delivery from the post office
 - Provide outreach service to homebound, elderly or disabled patrons;
 - Interior and exterior building and grounds maintenance;
 - Friends of the Library activities: fundraising and assistance with Library programs;
 - Assistance with the Children's Summer Reading Club: for example setting up tables, preparing craft projects and activities, supervision, clean-up, story-telling and related activities;
 - Assistance with community programs;
 - Any other duties mutually agreed by the Union and the Employer.

Article 22 General

22.01 No Strikes or Lockouts

There shall be no strike or lockout during the term of this agreement.

22.02 Plural or Feminine Terms

Whenever the singular, plural, masculine or feminine is used in the Agreement, it shall be considered as if the other form has been used where the context so warrants.

22.03 Copies of Collective Agreement

- (a) The Employer, as soon as practicable after execution of this Agreement, shall provide each member of the bargaining unit with a copy.
- (b) The Employer shall be responsible for preparing the Agreement, and having it printed in a union shop. Costs of economical printing shall be shared equally between the Parties.

22.04 Information to Prospective and New Employees

- (a) The Employer shall acquaint each prospective employee with the fact that a collective agreement is in effect, and with the conditions set out in the Articles dealing with Union Recognition and Union Dues.
- (b) On commencing employment, the Employer shall introduce each new employee to the Shop Steward or Union President, who shall provide the new employee with a copy of the Collective Agreement.

22.05 Picket Lines

No employee, except in emergency conditions shall be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Labour Relations Code of British Columbia or the Labour Code of Canada. Failure to cross such a picket line shall not be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

22.06 Effect of Legislation

In the event that future legislation, proclamation or regulation invalidates any provision of this Agreement, all other provisions shall remain in effect for the term of this Agreement. New provisions to supersede provisions so affected shall be renegotiated at the request of either party.

Article 23 Human Rights/Discrimination/Harassment

23.01 General Principles

- (a) The Parties agree to abide by the Human Rights Code of B.C.
- (b) The Union and the Employer are committed to having and promoting a work environment, which is free from any discrimination or harassment, including sexual harassment, as provided in the Human Rights Code of BC.
- (c) Harassment does not include actions occasioned through the exercising in good faith of the Employer's managerial/supervisory rights and responsibilities.

23.02 Dealing With Discrimination or Harassment

- (a) Everyone at the worksite has a responsibility to report discrimination or harassment, immediately on becoming aware of it, to the Chief Librarian or the Chairman of the Library Board.
- (b) The Employer shall deal with situations of discrimination and harassment immediately and seriously on becoming aware of them, whether or not there has been a complaint.
- (c) The Employer and the Union agree to cooperate in a timely manner to resolve situations that involve or affect members of the bargaining unit.
- (d) Discrimination and harassment, and intentional false allegations, may result in discipline up to and including dismissal.
- (e) The Parties and all those involved shall not disclose information about a complaint except as necessary to investigate the complaint, or to take disciplinary action, or as required by law.

23.03 Grievances

Any discrimination or harassment complaint involving a member of the bargaining unit can be dealt with using the grievance procedure in this Collective Agreement.

Article 24 Joint Occupational Health and Safety

24.01 Composition

There shall be a Joint Occupational Health and Safety Committee consisting of the Chief Librarian, and a representative of employees in the bargaining unit elected by the Union.

24.02 Duties

The general duties of the Occupational Health and Safety Committee shall be as directed by the Workers' Compensation Act and Regulations pursuant to it.

Article 25 Duration and Renewal

25.01 Duration and Renewal

This Agreement shall be binding and remain in effect from January 1, 2005 until December 31, 2007. It shall not terminate but continue in effect from year to year unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout, notice is given.

25.02 Section 50(2) and 50(3) of Labour Code Excluded

The parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby specifically excluded.

Signed on, _____ 2005.

FOR THE UNION:

FOR THE EMPLOYER:

SCHEDULE A

Rates Per Hour

Classification	Effective		Effective		Effective		Effective	
	January 1, 2004		January 1, 2005		January 1, 2006		January 1, 2007	
Assistant Librarian	21.70	23.20	22.15	23.65	22.61	24.11	23.09	24.59
Technical Assistant	17.70	19.20	18.15	19.65	18.61	20.11	19.09	20.59
Administrative Assistant	16.20	17.70	16.65	18.15	17.11	18.61	17.59	19.09
Circulation Assistant	15.20	16.70	15.65	17.15	16.11	17.61	16.59	18.09
Children's Assistant	15.20	16.70	15.65	17.15	16.11	17.61	16.59	18.09
Circulation Clerk	14.20	15.70	14.65	16.15	15.11	16.61	15.59	17.09

Note: The rate in the first column each year is for Probationary Employees, Temporary Employees, and Casual Employees.

The rate in the second column each year is for Temporary Employees who have completed 120 shifts in the same assignment and for Regular Employees.

LETTER OF UNDERSTANDING

GRANT EMPLOYEES

The Union and the Employer agree to the following conditions of employment for summer students hired through government grant programs:

1. Students hired shall be considered casual employees.
2. Those hired shall become members of the Union and shall be provided with an orientation interview to be conducted by a Union representative.
3. These employees are not employed to augment the regular staff or to perform work that would normally be done by other Casual Employees.
4. These employees shall be employed on special projects not exceeding 420 hours between June and September.
5. These Employees shall be paid at the grant rate of pay plus \$3.00 per hour, plus vacation and holiday pay as provided in the collective agreement.