

COLLECTIVE AGREEMENT

between

CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION



and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262**



January 1, 2005 to December 31, 2008

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DEFINITIONS

Anniversary Date

The Anniversary date will be the annual (yearly) recurrence of the date on which an employee's service (employment) with the Employer commenced and seniority and service credits started to accumulate. Employees who have been laid off for a period of twelve (12) months or who resign will lose their Anniversary date.

Regular Employees

A regular employee is one who has successfully completed a probation period and works regularly scheduled shifts. A regular employee accumulates seniority and is entitled to all benefits of this Agreement.

Casual Employees

Casual employee is one who works as or when required on an intermittent basis. These employees accumulate seniority and shall be paid a benefit allowance as per Schedule "A" in lieu of vacation with pay, benefits and Statutory Holidays.

Full-Time Employee

A full-time employee is one who regularly works thirty-five (35) hours per week.

Part-Time Employee

A part-time employee is one who regularly works less than thirty-five (35) hours per week.

Days

Whenever the word "days" is used in Article 5, Grievance Procedure, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays, and Statutory Holidays.

Month

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) each leap year.

Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, and/or alleged violation of the collective agreement or in a case where the Employer has acted unjustly, improperly, or unreasonably.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

- 1.01 The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter referred to as the "employee(s)") with respect to wages, hours of work, and terms and conditions of employment.

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of this Agreement.

Section 2- Union Shop

- 1.02 All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. 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 employment.

Section 3 - No Discrimination

- 1.03 The Employer agrees that there shall be no intimidation or discrimination exercised or practice with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union.

Section 4 - No Strikes or Lockouts

- 1.04 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

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

Library Director; Bookkeeper

Section 6 - Union Check-Off

- 1.06 The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.07 The Employer shall during the life of this Agreement deduct, as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.
- 1.08 The Employer will, at the time of making such remittances, enclose a list of such employees' names, addresses, full or part-time, male or female. At the same time that the income tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each employee in the previous year, from whose pay cheque deductions are made.

Section 7 - Shop Steward

- 1.09 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward(s) as required by the Union, and the Union agrees to advise the Employer in writing of these appointments.
- 1.10 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.
- 1.11 Right to Have Steward Present

An employee shall have the right to have his/her Union Steward and/or Union Officer(s) present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact his/her Union Steward and/or Union Officer(s) to be present at the interview.

ARTICLE 2 - MANAGEMENT RIGHTS AND RULES

2.01 Management Rights

The Union recognizes the right of the Employer to operate and manage the business of the Employer, and to hire, to discipline and to discharge employees for just cause. The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Collective Agreement.

2.02 Rules and Regulations

The Employer shall have the right to make rules and regulations that are reasonable and are not inconsistent with the terms of the Collective Agreement. Such rules and regulations shall be communicated to the Union in writing and posted on the bulletin board.

ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

3.01 The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Notification of Changes

Three (3) months before the proposed introduction of any Technological Change affecting one (1) or more employees, the Employer shall notify the Union in writing of the proposed technological change.

3.03 Training Programs

The Employer after consultation with the Union may, instead of releasing an employee due to Technological Change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall have four (4) months to adapt fully to the new position. Should the employee not adapt to the new position, he/she may then be released by the Employer. No additional employees under this Article shall be hired by the Employer until the provisions of this Article have been met.

3.04 If an employee is displaced by Technological Change, and is retrained for, or takes a position that is at a lower rate of pay, he/she shall continue to receive the rate of pay for his/her former position, but shall receive only one-half (1/2) of any pay increases applicable to the new position until his/her actual rate of pay is the same as that provided for the new position.

3.05 Severance Pay

No regular employee shall be released because of Technological Change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with Article 7.

3.06 If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 7 of this Agreement and in the event he/she be rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

3.07 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

3.08 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a Technological Change, shall be deemed not to be affected by the Technological Change and therefore will not be eligible to any entitlements as described in this Article.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

Section 1 - Labour Relations Committee

4.01 The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations", comprised of members of the Library Board or its representatives. The Employer shall inform the Union of the individual membership of the Committee.

Section 2 - Union General Grievance Committee

4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee", comprised of Union Steward (s), Union Officer (s), and/or Representative of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

Section 3 - Grievance Investigations and Meetings

4.03 The Employer agrees that time spent in investigating and settling disputes during working hours by the Union Steward (s) and/or Union Officer (s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward (s) and Union Officer (s) and of replacements thereto.

4.04 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Library. At least four (4) hours notice of such meeting shall be given by the party calling such meeting, stating the nature of the meeting. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.

4.05 Both parties agree that all meetings and investigations will be conducted as expeditiously as possible.

ARTICLE 5 - GRIEVANCE PROCEDURE

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Section 1

5.01 Step 1

Within forty (40) working days of learning of the occurrence, act or event giving rise to the grievance, the employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall submit the grievance, in writing, to the Library Director and shall endeavour to settle the dispute. Failing to reach a satisfactory settlement of the dispute within two (2) working days after its submission to the Library Director, the dispute may be submitted to Step 2.

5.02 Step 2

The employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall meet with the Employer Committee on Labour Relations and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within three (3) working days after submission to the Employer Committee on Labour Relations, the dispute may be submitted to Step 3.

5.03 Step 3

The Union General Grievance Committee shall meet with the Library Board of Trustees within five (5) working days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) working days after such meeting, the dispute may be submitted to Step 4.

5.04 Step 4

The dispute may be submitted to Arbitration.

5.05 All replies to grievances shall be in writing.

5.06 The time limits in the above may be varied and/or extended only by mutual agreement in writing between the parties.

- 5.07 Where a dispute involves a question of general application, Step 1 of this Article may be by-passed.
- 5.08 Grievances on lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- 5.09 At any stage of the grievance or arbitration process, the parties shall have the assistance of any employee (s) concerned as witnesses, and any other witnesses.
- 5.10 All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 6 - ARBITRATION

Section 1

- 6.01 Arbitration may consist of a three (3) member board of arbitration, a single registered arbitrator with the Collective Agreement Arbitration Bureau as established under the Labour Relations Code, or by other generally accepted and mutual agreeable method. However, whichever method is chosen, it shall only be by mutual agreement between the Union and the Employer. Should the parties be unable to agree on which method to use, the three (3) member board shall be used.
- 6.02 The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the board of arbitration have the power to alter, modify, or amend the Agreement in any respect.
- 6.03 Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of the three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.

ARTICLE 7 - SENIORITY

Section 1 - Calculation of Seniority

7.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be applied in all areas of this Agreement; except that for Casual employees, in the case of promotions, demotions, transfers, lay-offs and recalls, seniority shall be calculated on the number of hours worked since the original date of the Employment.

7.02 Probationary Period

A newly hired employee shall be on probation for sixty (60) working days from the date of hiring. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. Upon completion of the probationary period, the initial date of employment shall be the anniversary date for the purpose of determining seniority and service credits.

7.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. This list shall be posted on all bulletin boards during the month of January each year and updating and/or any changes to the list shall be put in writing and forwarded to the Union. Seniority lists with anniversary dates will be kept in the library's personnel files.

Section 2 - Promotions, Transfers, Demotions

- 7.04 a) In the promotion, transfer or demotion of an employee, the Employer agrees that seniority shall be the determining factor. The senior qualified employee shall be given preference.
- b) A transfer from one job classification to another which involves no change in the rate of pay shall not be considered a promotion or demotion for the purpose of this Article.

Section 3 - Transfer Outside of Bargaining Unit

7.05 If an employee is transferred to a temporary position outside of the bargaining unit, he/she shall be notified in writing, copied to the Union, of the duration of the temporary period. The employee, while in the temporary position outside the bargaining unit, shall continue to accumulate seniority and shall be entitled to all benefits of this Agreement, and shall continue his/her membership in the Union.

Upon completion of the temporary transfer, the employee shall be returned to his/her former position and wage rate without loss of Seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position and wage rate without loss of seniority. However, an employee who transfers or is transferred or promoted to a permanent position outside of the bargaining unit shall lose all seniority in the bargaining unit.

- 7.06 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the Parties to this Agreement mutually agree to extend the time limit.
- 7.07 Transfers extending beyond the sixty (60) day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.
- 7.08 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside the bargaining unit without his/her consent.

Section 4 - Reduction of Work Force

Both Parties recognize that job security shall increase in proportion to the employee's length of service.

- 7.09 In the event of a reduction in the work force, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform work of classification.
- 7.10 Advance Notice of Lay-Off

Unless legislation is more favourable to the employee(s), the Employer shall notify and give to the employee(s) about to be laid off, ten (10) working days notice prior to the effective date of lay-off. If the employee(s) has not had the opportunity to work any day(s) throughout the notice period of the advance lay-off, he/she shall be paid for the day(s) for which work was unavailable.

- 7.11 Recall Procedure

Subject to their ability to perform the work of the/ a classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and wherever and whenever possible shall give ten (10) days notice of the recall. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose recall rights as per Article 7 for his/her refusal to return to work.

7.12 No New Employees

No new employee(s) shall be hired, until those laid-off employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

7.13 Loss of and/or Continuing Seniority

An employee shall not lose accrued seniority rights because of his/her absence from work due to:

Sickness, Accident, Lay-off, Approved Leave of Absence.

However, employees shall lose seniority in the event that:

- (a) he/she is dismissed for just cause and is not reinstated.
- (b) he/she resigns in writing and does not withdraw the resignation within two (2) days.
- (c) he/she is absent from work for a period of five (5) working days without sufficient cause and/or without notifying the Employer, unless such notice was not reasonably possible.
- (d) he/she fails to return to work within ten (10) calendar days following a recall notice after a lay -off, unless the employee(s) is/are indisposed due to sickness or other justifiable causes.
- (e) he/she is laid off for a period longer than one (1) year.
- (f) he/she transfers or is transferred or promoted to a permanent position outside the bargaining unit.

7.14 Retention of Seniority During Leave of Absence

It is understood that where the Employer grants time off to an employee, or a leave of absence pursuant to Article 9, he/she shall not lose seniority rights and shall be entitled to return to his/her job he/she would have held, had not the time off/leave of absence been taken.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS

Section 1 - Job Descriptions

8.01 Establishment of Joint Classification Committee

A joint Classification Committee will be established consisting of a minimum of two (2) representatives of the Employer and two (2) representatives of the Union.

8.02 New Job Descriptions

In the event the Employer establishes any new position for which the Union is bargaining agent, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of fourteen (14) calendar days, so that all members will be aware of the new position. Unless written notice to negotiate and resolve the classification and wage rate is given to the Employer by the Union within thirty (30) calendar days after the original notice by the Employer, such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be referred to the grievance procedure pursuant to Article 5 beginning at Step 2.

8.03 Changes in Classification

- a) When the duties are changed or increased, or where the Union or an employee feels he/she is unfairly or incorrectly classified, or the Employer desires to make a change in an existing classification, the classification and/or pay rate shall be subject to negotiation between the parties. If the Parties are unable to agree on the reclassification and/or rate of pay of the position in question, the matter shall be submitted to the grievance procedure beginning at step 2. The reclassification and/or rate of pay shall then be considered retroactive to the date the complaint was submitted in writing, concerning the change in the duties of the position.
- b) The Employer will make a reasonable effort to assign employees to work within their job descriptions.

8.04 Existing Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination or change of the

classification, the matter shall be referred to the Joint Classification Committee. If the Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure beginning at Step 2.

Section 2 - Job Postings

8.05 When a new position is created, or when a vacancy of a temporary (of longer than 30 days), or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall, within one (1) week, notify the Union in writing and post notice of the position or vacancy on the bulletin board (s) for a minimum of 30 days, so that all members will know of the vacancy or new position.

8.06 Information In Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

8.07 No Outside Advertising

No outside advertisement for any vacancy within the Bargaining Unit shall be placed until the applications of present union members have been fully processed.

8.08 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period and shall assume the posted job or position within two (2) weeks of such notice. He/she shall be given a trial period of two (2) months, during which time he/she 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 trial 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, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

8.09 Notification To Employee and Union

Within one (1) week of the date of appointment to a new or vacant position, the name of the successful applicant shall be sent to each applicant and a copy shall be posted on the bulletin board(s). The Union shall be promptly notified in writing of all promotions, appointments, hiring, transfers, lay-offs, recalls, resignations, retirements, deaths and terminations of employees. The Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied a promotion or transfer.

8.10 Promotions Requiring Higher Qualifications

If no employee is appointed to a new position or a vacancy in accordance with Article 7.04, then promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the position or the vacancy. The employee will be given an opportunity to qualify within a two (2) month trial period. If the qualifications are not met within this trial period, the employee shall revert to his/her former position in accordance with Article 8.09.

8.11 On The Job Training

The Employer shall inaugurate and maintain a system of "on the job" training to support employees who are currently enrolled or have recently completed course work. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting pay of the employees concerned, when the time is available and a qualified employee is available to instruct the trainee.

Section 3 – Vacancies

8.12 Filling Vacancies

When a Librarian is away a Librarian will fill the Librarian position.

When an Office Manager is away, an Office Manager or Librarian will fill the Office Manager position.

8.13 Job Related Professional Development

When approved in writing in advance by the employer, an employee enrolled in a professional development program or academic course which is directly related

to their employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Unpaid Leave - General

9.01 An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests in writing such leave for good and sufficient cause. Such request shall be granted at the discretion of the Employer, and shall not be unreasonably withheld. An employee on leave without pay shall reimburse the Employer the full benefit premium costs for the period of absence on such leave.

Section 2 - Union Business Leave

9.02 The Employer agrees to grant leave without pay to Union Officers or members, for the purpose of Union Business, to a maximum of forty-five (45) days per year, provided that a reasonable notice in writing is given to the Employer. The Employer shall continue to pay the employee his/her regular rate while on such leave and shall invoice the Union for that amount.

Section 3 - Paid Leave

9.03 Bereavement Leave

An employee shall be entitled to bereavement leave with pay in the event of death of a member of the employee's immediate family including parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law and son-in-law. Where the bereavement occurs within the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary, three (3) days bereavement leave with pay shall be granted. Where the bereavement occurs outside the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary and the employee travels to and from the funeral, five (5) days bereavement leave with pay shall be granted. Additional bereavement leave without pay shall be granted upon request, for travelling time or other good and sufficient cause related to the bereavement.

9.04 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.05 Special Leave

Employees shall be allowed leave of absence with pay for the following reasons:

<u>Reason</u>	<u>Period</u>
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Serious fire or flood in the employee's home	up to three (3) days
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Marriage of employee	one (1) working day if the marriage falls on a working day.
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9.06 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations and/or to upgrade his/her employment qualifications for the Employer, when authorized to do so, by the Employer. An employee may be granted up to 2 years leave of absence without pay at the discretion of the Library Board.

9.07 Collective Bargaining Leave

Bargaining representatives in the employ of the Employer shall be granted leave with pay for attending collective bargaining meetings, if held during regular working hours.

9.08 Jury and/or Court Leave

Any employee required to serve in a court of law as a juror or a witness shall be granted leave of absence with pay. The pay shall be the difference between his/her normal earnings and the payment he/she receives for court service, excluding payment for travel, meals or other expenses.

The employee must furnish the Employer proof of Court service and payment received for expenses. Should the employee be required at a court of law in any matter arising from his/her employment, then he/she shall be paid as if he/she worked.

9.09 Maternity/Parental/Adoption Leave

- a) On completion of the probationary period, an employee shall qualify for Maternity Leave and the employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

- b) All qualified employees shall upon application be granted up to eighteen (18) weeks Maternity Leave without pay and the leave shall commence no earlier than six (6) weeks prior to the expected date of the birth of the child.
- c) Where a doctor's certificate is provided, stating that it is necessary to commence the period of maternity leave earlier or to extend the period of leave for health reasons, an extension of up to six (6) months shall be granted.
- d) 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.
- e) Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- f) After the period of absence covered by Employment Insurance provisions, an employee may choose to receive payment of normal weekly salary from his/her accumulated sick leave benefits if applicable.
- g) An employee shall give the employer at least two (2) weeks written notice 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.
- h) 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 (1) year of the birth or adoption of a child. If both parents are employees of the Employer, the maximum combined leave remains at thirty-five (35) weeks.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS

Section 1 - Hours of Work

- 10.01 Hours of work shall be as per schedule to be drawn up by the Library Director and staff. The schedule may be varied by mutual agreement between the Employer and the Union.
- 10.02 The Employer agrees that employees can exchange shifts, within their categories, on reasonable notice.
- 10.03 In all scheduling of working hours, employees shall not be scheduled to work more than six (6) consecutive days and shall have at least twelve (12) hours free of duty between the termination of one shift and the commencement of the next, unless variations have been mutually agreed upon between the Employer and the Union.

Section 2 - Wages

- 10.04 The Employer shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The employees shall be paid every other Thursday and, if a holiday falls on the Thursday, then they shall be paid on the Wednesday immediately preceding. The pay period will terminate on the Saturday previous to the pay day.
- 10.05 When a regular employee temporarily relieves in or performs the duties of a higher paying position, the employee shall receive the higher rate of pay for all hours worked while in the higher position.
- 10.06 When an employee is temporarily assigned to a position paying a lower rate of pay his/her normal rate of pay shall prevail.
- 10.07 Employees within comparable classifications shall receive equal pay for equal work regardless of sex.

Section 3 - Overtime

10.08 Overtime Defined

All time worked before or after the employee's scheduled shift, or on a holiday or on an employee's scheduled day off shall be considered overtime. Overtime shall be paid only after seven (7) hours per day or thirty-five (35) hours per week.

10.09 Overtime shall be paid at the rate of time and one-half (1 1/2) for the first hour and double time (2x) thereafter.

10.10 Overtime may be paid for in wages or in compensating time off. The employee shall have the right of choice and shall indicate that choice to his/her supervisor at the time the overtime is performed or as soon as possible thereafter. The accumulated time shall be taken in the seniority year earned and shall be taken by mutual agreement.

10.11 Payment for Meals

An employee who works overtime of two (2) or more hours shall be provided with a meal allowance of ten (\$10.00) dollars and a paid meal break not to exceed one (1) hour.

Section 4 - Call-Outs

10.12 An employee called out to work at any time other than his/her regular shift, unless a shift exchange has been agreed upon with another employee, shall be paid a minimum of four (4) hours at straight time or actual hours worked at applicable overtime rate(s), whichever is the greater.

10.13 Reporting Pay - Regular Employee

A regular employee reporting for work on his/her regularly scheduled shift shall be paid a minimum of four (4) hours or actual hours worked (if any) at applicable rate(s), whichever is the greater, if sent home by the Employer.

10.14 Reporting Pay - Casual Employee

Casual Employee as per Employment Standards Act.

Section 5 – Conference(s), Training Program(s), Workshop(s) and/or Meeting(s)

10.15 When the Library requires an employee to attend any conference, training program, workshop or meeting, the employee shall be paid for all hours in attendance (up to seven (7) hours per day) as well as transportation allowance (transportation by private vehicle at thirty-five cents (\$0.35) per kilometre), child care expenses, per diem, hotel and any other reasonable related expenses.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

11.01 Employees shall be entitled to all Statutory Holidays listed below and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

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

Section 2 - Payment of Statutory Holidays

11.02 An employee shall receive pay for all Statutory Holidays listed in Article 11.01, provided he/she works either his/her scheduled day prior to such Statutory Holiday or his/her scheduled day following such holiday, at the rate of pay received on the scheduled work day prior to such holiday.

The absence of an employee on his/her scheduled work day prior to or following a Statutory Holiday:

- (1) due to an accident for which compensation is payable by the Workers' Compensation Board;
- (2) on sick leave, vacation leave, or other paid leave of absence approved by the Employer;
- (3) due to a shutdown of operations by the Employer or
- (4) due to the death of a fellow employee of the Employer; shall not disqualify the employee from receiving pay for the Statutory Holiday.

11.03 In addition to the payment for the Statutory Holiday, all work performed on any such Statutory Holiday shall be compensated for at double time (2x) of the base rate of the employee.

- 11.04 When any of the Statutory Holidays listed in Section 1 falls on a 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 for purposes of this Agreement.
- 11.05 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1 shall receive holiday pay equal to one (1) day of pay. An employee, who is scheduled to work, shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay. The day off is to be arranged and taken by mutual agreement.
- 11.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.
- 11.07 When any such holiday falls during an employee's vacation with pay, and he/she would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.

Section 3 - Annual Vacation

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

On completion of:

- one (1) year to five (5) yearsthree (3) weeks
- six (6) years to eleven (11) years.....four (4) weeks
- twelve (12) years to twenty (20) years five (5) weeks
- after twenty (20) yearssix (6) weeks

Vacation pay shall be prorated to hours worked as per regular scheduled shifts.

- 11.09 For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding his/her anniversary date in any year, there shall be deducted from the vacation pay to which he/she would otherwise be entitled in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident, shall be considered as time worked.

- 11.10 For the purposes of computing Vacation Pay in this Article, the word "pay" shall mean remuneration, calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an Annual Vacation.
- 11.11 Vacations must be taken before the anniversary date of the succeeding year; however, proposed extensions to this time limitation must be by mutual agreement between the Employer and the Union.
- 11.12 At the employee's discretion, the vacation periods set out in this Article may be split.
- 11.13 Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the senior employee shall have his/her choice of that period.
- 11.14 An employee leaving the service of the Employer at any time in his/her vacation year before he/she has been entitled to take his/her vacation will be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, his/her estate shall be credited with the value of vacation credits owing him/her.

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

12.01 Personnel Records

An employee shall have the right, during normal working hours, to have access to, and to review his/her personnel record. 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 employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his/her personnel record.

12.02 Picket Lines

No employee shall be disciplined for refusing to cross a picket line, or refusing to do the work of striking or locked out employees, or refusing to handle goods from an Employer where a strike or lock-out is in effect.

12.03 Employer Property

Employees must return to the Employer all Employers' property in their possession at the time of termination of employment.

12.04 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.05 Legal Costs

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court of law, against an employee, if the employee is found not guilty of the offence he/she has been charged with. The costs will also be paid if the Employer is found to be negligent in such cases. It is understood that this clause applies only to a legal action commenced as a result of the employee performing his/her duties for the Employer.

12.06 Changes In Agreement

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 Employer and the Union.

12.07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. Within thirty (30) days of the signing of this Agreement the Employer shall, at its own cost, print sufficient copies of the Agreement, and shall distribute such copies to each existing employee and to each new employee at the time of hiring, and draw their attention to the conditions of employment. The Shop Steward shall be permitted, during working hours, to familiarize each new employee with the Union and with the Collective Agreement.

12.08 Employer Shall Notify Union

Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

12.09 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to:

- (1) be forwarded to the Union, and
- (2) be posted on all bulletin boards.

A copy of the minutes of the Employer/Board shall be mailed to the President of the Union and to the Shop Steward within seven (7) days of each meeting.

ARTICLE 13 - SICK LEAVE

Section 1

13.01 Definition

Sick leave means a period of time an employee is absent from work with or without pay due to his/her being unable to perform his/her regular duties because of sickness, disability, or other illness or accident, not payable under the Workers' Compensation Act.

13.02 Credits

Sick leave credits with pay shall be granted 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) work days.

13.03 Proof Of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, if requested by the Employer.

13.04 Notification

Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees will advise the Employer prior to their return.

13.05 Sick Leave Records

Prior to January 1st of each year, the Employer shall notify and advise each employee in writing of the amount of sick leave credits accrued to his/her credit.

Section 2

13.06 Extension of Sick Leave

Employees with more than one (1) year of service who have exhausted their sick leave credits shall be allowed an extension of sick leave credits to a maximum of ten (10) work days. Upon his/her return to duty the employee shall repay the extended credits at the rate of his/her monthly accumulation. No employee shall be terminated for having exhausted all sick leave credits; however, employees who sever employment shall have any advanced/credited sick leave owed to the Employer, deducted from final earnings/wages.

13.07 Medical/Dental Appointment

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted and the time deducted from the employee's accrued credits as for sickness, providing proof of such medical/dental appointments can be supplied to the Employer.

13.08 Sick Leave During Leave of Absence/Layoff

When an employee on an approved leave of absence returns to work he/she shall be granted sick leave credit not to exceed one and one half (1 1/2) days, providing the leave of absence was for one (1) month or more. If the leave of absence was for less than one (1) month, then the credit will be prorated. Employees on laid-off status as per Article 7, Section 4 shall retain their cumulative credits but will not accumulate additional credits during the period of lay-off.

13.09 Family Illness

Providing the necessary sick leave credits are available, sick leave of up to ten (10) working days shall be granted when an employee's absence is required to attend to matters arising from illness of an employee's family member. In the event that more than ten (10) working days are required or sick leave credits are not available, the employee shall be granted leave without pay.

- (a) For purposes of this Article "family member" shall mean the employee's spouse, common-law-spouse, or child, and the following relatives of the employee who normally reside in the employee's household or with whom the employee normally resides: parent, brother, sister, mother-in-law, father-in-law, and grandparent.

13.10 Sick Leave Pay-Out

All employees shall upon retirement, be eligible to receive a cash gratuity payment, at the employee's current base rate of their accumulated sick leave if any, based on the following:

- a) After five (5) years of service - twenty (20%) percent of the total unused accumulated sick leave credits as at retirement date; and
- b) for each year of service after the fifth (5th) year, two percent (2%) of total unused accumulated sick leave credits as at retirement date.

13.11 Workers' Compensation

An employee prevented from performing his/her regular work/duties on account of an occupational accident, that is covered by the Workers' Compensation Act, shall receive from the Employer, a supplement equal to the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's income tax (T-4) form. An employee receiving such supplement shall have his/her accumulated sick leave debited by one quarter (1/4) day, for each day it is received and no employee shall receive such supplement for a period longer than his/her accumulated sick leave.

13.12 Duty to Accommodate

Where an employee is unable, through injury or illness, to perform his/her normal duties, the Employer will attempt to provide the employee with other alternate suitable employment.

ARTICLE 14 - BENEFITS

14.01 a) Eligibility

All regular employees working twenty (20) hours per week or more are eligible for the benefits package. Regular employees working less than twenty (20) hours per week and casual employees shall receive a percentage as per Schedule "A" in lieu of benefits.

- b) Employees who retire are eligible in their first year of retirement for the benefit package (pending approval from Pacific Blue Cross). The retired employee will pay the full cost of the benefit package.

14.02 Unemployment Insurance

The Employer agrees that all employees' shall remain insurable under the Unemployment Insurance Act.

14.03 Long-Term Disability Plan

Upon the signing of this agreement, the Employer shall be responsible for the administration and application of the Long Term Disability Plan already in effect. (The Employer shall administer and handle all paperwork and post same). The monthly premiums shall be borne one hundred percent (100%) by the employee, through payroll deductions.

14.04 Employee and Family Assistance Program

The Employer agrees to implement the Employee and Family Assistance Program (Columbia Valley Assessment and Referral Service) for all employees. The Employer shall pay all costs associated with the setting up of the program, necessary training costs and yearly premiums.

14.05 Health and Welfare Benefit Plans for Employees

The Employer shall maintain a mutually approved, Health and Welfare Benefit Plan set out herein which shall not be changed without the agreement of the Union. The Employer's and employees' contributions toward the premiums will be specified below. The employee's portion of the premium shall be paid through payroll deductions by the Employer. The Employer shall be responsible for the administration and application of such plans and any difference arising with respect hereto will be disposed of in accordance with the grievance and arbitration provisions of this agreement:

(a) Medical Services Plan of British Columbia

The Employer shall pay the full registration fee and premium costs for single or family coverage, as applicable to each employee.

(b) Medical and Extended Health Benefits Plan

The Employer shall pay the full registration fee and premium costs for single or family coverage with Pacific Blue Cross as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for employees who have completed three (3) months of continuous employment.

(c) Vision Care

A vision plan will be provided for Employees after three (3) months of continuous employment at a level of three hundred dollars (\$300.00) every two (2) years, and the premium costs will be paid one hundred percent (100%) by the Employer.

The Employer will pay the cost of one (1) eye exam every two (2) years.

(d) Dental Plan

i) The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium costs for single or family coverage, as applicable, under a mutually approved dental plan for employees who have completed three (3) months continuous employment.

ii) The sharing of the cost of services received under the dental plan between the Plan and the employee shall be as follows:

Plan A: Normal teeth work - 100% paid by Plan

Plan B: Crowns/bridges - 75% paid by Plan
Dentures - 100% paid by Plan

Plan C: Orthodontics - 60% paid by Plan
- \$2,000 maximum

(e) Same Sex Spousal Benefits

The Employer agrees where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided.

14.06 Municipal Pension Plan

All full-time employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to MPP rules. Part-time employee shall be offered enrolment in the MPP pursuant to MPP rules. Nothing in this clause can override a MPP rule.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 A Joint Health and Safety Committee shall be established comprised of two (2) members selected by the Employer and two (2) members appointed or elected by the Union.
- 15.02 The Joint Health and Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.
- 15.03 Copies of all minutes of the meetings shall be forwarded to the Workers' Compensation Board and shall be retained by the Employer and the Union.
- 15.04 Time spent by Committee members in the performance of their duties during working hours shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

ARTICLE 16 - TERM OF AGREEMENT

16.01 This Agreement shall remain in effect as of the first day of January 2005, and shall remain in effect until the last day of December 2008, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months' but not less than two (2) months' immediately preceding the last day of December 2008.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2005, A.D.

SIGNED ON BEHALF OF:
Castlegar and District
Public Library Association

SIGNED ON BEHALF OF:
Canadian Union of Public
Employees - Local 2262

SCHEDULE "A" – RATE OF PAY

Classification	Jan 1/05 2.25%	Jan 1/06 2%	Jan 1/07 2%	Jan 1/08 2%
Librarian I	\$20.05	\$20.45	\$20.86	\$21.28
Librarian II	\$20.05	\$20.45	\$20.86	\$21.28
Casual Librarian	\$20.05	\$20.45	\$20.86	\$21.28
Office Manager	\$20.05	\$20.45	\$20.86	\$21.28
Part Time Librarian	\$20.05	\$20.45	\$20.86	\$21.28
Youth Service Librarian	\$20.05	\$20.45	\$20.86	\$21.28
Computer Technician	\$20.05	\$20.45	\$20.86	\$21.28

Library Page**

**NOTE: Library Pages will be paid \$8.00 per hour or at the level of the BC minimum wage, whichever is greater.

Summer Students:

To be paid the maximum allowable under the grant, but no less than the Provincial minimum wage.

Premium in Lieu of Benefits, Vacation Pay and Statutory Holiday Pay:

Regular employees working less than twenty (20) hours per week and casual employees shall receive a premium as set out below, on all wages earned, in lieu of benefits set out in Article 14, vacation pay and Statutory Holiday pay as set out in Article 11.

Jan 1/05

13%

LETTER OF UNDERSTANDING NO. 1

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 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.
3. Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.
4. Volunteers may perform work outlined in the Volunteer Manual. Any changes to the Volunteer Manual including additions of duties need to be mutually agreed by the parties.

Volunteers do not do the following:

1. reference
2. rapid entries
3. book repairs and book covers
4. overrides
5. memberships
6. overdue related problems

- 7. interlibrary loan requests
- 8. fines
- 9. story time
- 10. re-filing membership cards

DATED this _____ day of _____, 2005.

Signed on behalf of:
Castlegar & District Public
Library Association

Signed on behalf of:
Canadian Union of Public
Employees, Local 2262

LETTER OF UNDERSTANDING NO. 2

RE: CUSTODIAN CHANGES IMPLEMENTED JANUARY 2005

The Castlegar and District Public Library Association and the Canadian Union of Public Employees, Local 2262, agree that:

The full cost savings from the change in janitorial service delivery implemented by the Library Board on January 1, 2005 be allocated to increasing the hours of existing staff, as determined by the Library Director.

Any changes in this arrangement shall be re-negotiated by the Employer and the Union.

This is agreed to on a without prejudice basis.

Dated this _____ day of _____, 2005.

Signed on behalf of:
Castlegar & District Public
Library Association

Signed on behalf of:
Canadian Union of Public
Employees, Local 2262

LETTER OF UNDERSTANDING NO. 3

RE: YOUTH EMPLOYMENT GRANTS

The Parties agree to the following conditions of employment for summer students:

- a) Those hired will become members of C.U.P.E. Local 2262;
- b) The position must not conflict in duties with any union position;
- c) The position must not result in the reduction of hours or lay-off of any current employee nor may it prevent the rehire of any employee currently on lay-off status;
- d) Employees will be employed on a special project not exceeding four (4) months in duration;
- e) Employees, during the aforementioned period, shall not be entitled to accumulative seniority;
- f) Vacation pay and statutory holiday pay will be paid in accordance with the Employment Standards Act;
- g) No permission from the Union will be required to hire employment grant students. The Union will be informed of the conditions of employment of every youth hired, including rate of pay and length of employment. Rate of pay will be contingent upon individual grants, but no less than the Provincial minimum wage.

This Letter of Understanding will remain in effect for the life of this Collective Agreement or until either Party gives thirty (30) days written cancellation notice.

Dated this _____ day of _____, 2005.

Signed on behalf of:
Castlegar & District Public
Library Association

Signed on behalf of:
Canadian Union of Public
Employees, Local 2262

LETTER OF UNDERSTANDING NO. 4

RE: EDUCATIONAL REQUIREMENTS

The Library Board supports the principal that maintaining a well-trained and highly qualified work force will ensure a high standard of service to the community. The board is committed to select the best possible staff and provide them with a working environment that supports and encourages individual commitment to continuous learning and professional development. (Excerpted from the Library Policy Manual 701.1)

The Castlegar and District Public Library Association and the Canadian Union of Public Employees, Local 2262, agree that:

1. Employee continuing education programs will be established as per Policy 701.1. The Library Board will reimburse employees for successful completion of courses outlined as minimum requirements in the job descriptions.
2. Current employees may remain in their current positions whether or not the employee meets the educational requirements of their newly established job description.
3. Current employees who wish to compete for a vacant and available position must meet the education requirements of that position.
4. Upon signing this Letter of Understanding current employees choosing to compete for a future position must be immediately working towards the minimal educational requirements of all positions.
5. In the event that a vacancy occurs prior to the most senior employee having achieved the required qualifications, the two-month training period stated in Article 8.11 will be extended if that employee has consistently been working successfully towards the required qualifications since the signing of this contract.
6. This Letter of Understanding to remain in effect for twenty-four (24) months from the date of the signing of the contract in order to allow all employees adequate time to achieve the required qualifications.
7. Exceptions to time periods can be made based on course availability.

.../2

Dated on this _____ day of _____, 2005.

Signed on behalf of:
Castlegar & District Public
Library Association

Signed on behalf of:
Canadian Union of Public
Employees, Local 2262

