

**NINTH**  
**COLLECTIVE AGREEMENT**

**between**

**THOMPSON-NICOLA REGIONAL DISTRICT  
LIBRARY SYSTEM**

**and the**

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

**Effective from January 1, 2005 to December 31, 2008**

**BC GOVERNMENT AND SERVICE EMPLOYEES'  
UNION OFFICES**

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<b>VICTORIA AREA OFFICE</b> 2994 Douglas Street Victoria V8T 4N4	Phone: 250-388-9948 Toll Free: 1-800-667-1033 Fax: 250-384-8060
<b>NORTH ISLAND AREA OFFICE</b> #201-910 Fitzgerald Avenue Courtenay V9N 2R5	Phone: 250-338-7774 Toll Free: 1-800-667-1997 Fax: 250-338-1345
<b>LOWER MAINLAND AREA OFFICE</b> 4925 Canada Way Burnaby V5G 1M1	Phone: 604-215-1499 Toll Free: 1-888-238-0239 Fax: 604-215-1410
<b>FRASER VALLEY AREA OFFICE</b> #102-19433 96th Avenue Surrey V4N 4C4	Phone: 604-882-0111 Toll Free: 1-800-667-1103 Fax: 604-882-5032
<b>KAMLOOPS AREA OFFICE</b> 353 Tranquille Road Kamloops V2B 3G4	Phone: 250-376-2221 Toll Free: 1-800-667-0054 Fax: 250-554-1910
<b>CARIBOO AREA OFFICE</b> 124 North 2nd Avenue Williams Lake V2G 1Z6	Phone: 250-392-6586 Toll Free: 1-800-667-9244 Fax: 250-392-5582
<b>OKANAGAN AREA OFFICE</b> 214 – 3001 Tutt Street Kelowna V1Y 2H4	Phone: 250-763-6405 Toll Free: 1-800-667-1132 Fax: 250-763-9233
<b>EAST KOOTENAY AREA OFFICE</b> #303-105 Ninth Avenue South Cranbrook V1C 2M1	Phone: 250-489-4361 Toll Free: 1-800-667-1203 Fax: 250-489-4700
<b>WEST KOOTENAY AREA OFFICE</b> 521 Vernon Street Nelson V1L 4E9	Phone: 250-354-4808 Toll Free: 1-800-667-1061 Fax: 250-354-3966
<b>PEACE RIVER AREA OFFICE</b> 10251-100th Street Fort St. John V1J 3Y8	Phone: 250-785-6185 Toll Free: 1-800-667-0788 Fax: 250-785-0048
<b>PRINCE GEORGE AREA OFFICE</b> 1070-4th Avenue Prince George V2L 3J1	Phone: 250-563-1116 Toll Free: 1-800-667-8772 Fax: 250-562-9012
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**THOMPSON-NICOLA REGIONAL DISTRICT LIBRARY SYSTEM**

<p><b>ADMIN. CENTRE &amp; BOOKMOBILE</b>  300-465 Victoria Street  Kamloops, B.C. V2C 2A9  Telephone.....250-374-8866  Fax Number ..250-374-8355</p>	<p><b>KAMLOOPS MAIN LIBRARY</b>  100-465 Victoria Street  Kamloops, B.C. V2C 2A9  Telephone .....250-372-5145  Fax Number...250-372-5614</p>
<p><b>NORTH KAMLOOPS LIBRARY</b>  795 Tranquille Road  Kamloops, B.C. V2B 3J3  Telephone.....250-554-1124  Fax Number ..250-376-3825</p>	<p><b>ASHCROFT LIBRARY</b>  201 Brink Street, Box 789  Ashcroft, B.C. V0K 1A0  Telephone .....250-453-9042  Fax Number...250-453-9042</p>
<p><b>BARRIERE LIBRARY</b>  4511 Barriere Town Road, Box 100  Barriere, B.C. V0E 1E0  Telephone.....250-672-5811  Fax Number ..250-672-5811</p>	<p><b>BLUE RIVER LIBRARY</b>  Cedar Street, Box 2  Blue River, B.C. V0E 1J0  Telephone .....250-673-8235  Fax Number...250-673-8235</p>
<p><b>CACHE CREEK LIBRARY</b>  1390 Quartz Road, Box 429  Cache Creek, B.C. V0K 1H0  Telephone.....250-457-9953  Fax Number ..250-457-9953</p>	<p><b>CHASE LIBRARY</b>  614 Shuswap Avenue, Box 590  Chase, B.C. V0E 1M0  Telephone .....250-679-3331  Fax Number...250-679-3331</p>
<p><b>CLEARWATER LIBRARY</b>  422 Murtle Crescent, Box 1913, RR1  Clearwater, B.C. V0E 1N0  Telephone.....250-674-2543  Fax Number ..250-674-2543</p>	<p><b>CLINTON LIBRARY</b>  1506 Tingley, Box 550  Clinton, B.C. V0K 1K0  Telephone .....250-459-7752  Fax Number...250-459-7752</p>
<p><b>LOGAN LAKE LIBRARY</b>  70-150 Opal Drive, Box 310  LOGAN LAKE, B.C. V0K 1W0  Telephone.....250-523-6745  Fax Number ..250-523-6745</p>	<p><b>LYTTON LIBRARY</b>  Main Street, Box 220  Lytton, B.C. V0K 1Z0  Telephone .....250-455-2521  Fax Number...250-455-2521</p>
<p><b>MERRITT LIBRARY</b>  1691 Garcia, Box 1510  Merritt, B.C. V1K 1B8  Telephone.....250-378-4737  Fax Number ..250-378-3706</p>	<p><b>SAVONA LIBRARY</b>  6640 Tingley Street, Box 169  Savona, B.C. V0K 2J0  Telephone .....250-373-2666  Fax Number...250-373-2666</p>

Members of this Bargaining Unit are in BCGEU Component 7, Local 705

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

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

### 1.3 Singular/Plural and Masculine/Feminine

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

### 1.4 No Discrimination or Harassment

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

### 1.5 Conflict With Regulations

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

### 1.6 Sexual Harassment in the Workplace

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

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

### **1.7 Procedures for Filing Complaints**

Complaints arising from an alleged harassment (sexual and/or personal) may be registered by following the Employer's Harassment Policy as approved by the Board of Directors.

## **ARTICLE 2 - UNION RECOGNITION & RIGHTS**

### **2.1 Bargaining Unit Defined**

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

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

### **2.2 Bargaining Agent Recognition**

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

### **2.3 Correspondence**

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

### **2.4 No Other Agreement**

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

### **2.5 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select Stewards to represent employees. The Employer and the Union will agree on the number of Stewards taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as Stewards for each jurisdictional area.
- (c) A Steward or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as Steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the Steward shall notify her supervisor.

- (d) The duties of Stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee who the Steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer;
  - (5) duties under Article 5;
  - (6) carrying out duties within the realm of safety responsibilities.

## **2.6 Bulletin Boards**

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

## **2.7 Right to Refuse to Cross Picket Lines**

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

## **2.8 Leave of Absence for Union Business**

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

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and union organizations to which the Union is affiliated;
- (b) to employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (c) to employees called by the Union to appear as witnesses before a Board of Arbitration;
- (d) to up to four (4) employees selected by the Union to be on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (e) Seniority shall continue to accrue providing the employee would otherwise have been working. To facilitate the administration of this Clause, leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs.

## **2.9 Use of Employer Telephone**

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

**ARTICLE 3 - UNION SECURITY**

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

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

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

**ARTICLE 5 - EMPLOYER & UNION TO ACQUAINT NEW EMPLOYEES**

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

- (b) Copies of the letter to each new employee will be distributed as set out in Appendix 2.
- (c) The Steward will be provided with an opportunity to meet and interview each new employee within regular working hours, without loss of pay, for at least fifteen (15) minutes at the earliest opportunity and no later than within the first thirty (30) calendar days of employment.
- (d) Where the Employer conducts an orientation or training session for new employees, time will be set aside on the agenda for a presentation by a Union representative. This time will be separate from that provided under section (c) above.

## ARTICLE 6 - EMPLOYER RIGHTS

### 6.1 Management Rights

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

### 6.2 Hiring and Discipline

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

### 6.3 General Operation

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

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Representation

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

### 7.2 Union Bargaining Committee

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

### 7.3 Union Representation

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

#### 7.4 Technical Information

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

#### 7.5 Labour-Management Committee

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

### ARTICLE 8 - GRIEVANCES

#### 8.1 Grievance Defined

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

#### 8.2 Step 1

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

### **8.3 Step 2 Presentation**

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

### **8.4 Step 2 Reply**

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

### **8.5 Step 3 Presentation**

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

### **8.6 Step 3 Reply**

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

### **8.7 Altering Time Limits/Mail Submission Dates**

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

### **8.8 Non-Discussion with Grievor**

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

## 8.9 Policy Grievance

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

## 8.10 Technical Objections

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

# ARTICLE 9 - ARBITRATION

## 9.1 Notification

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

## 9.2 Single Arbitrator

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

Robert Pেকেles

Judi Korbin

Stan Lanyon

## 9.3 Decision of the Arbitrator

(a) The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provision.

(b) An arbitrator shall render a written decision to the Parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the Parties.

(c) The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representatives and witnesses.

## 9.4 Mediation-Arbitration Process

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

## 9.5 Expedited Arbitration

(a) In an effort to ensure timely resolution of grievances at the local level the Parties propose that all grievances shall be considered as suitable for expedited arbitration and unless one of the Parties specifically requests arbitration pursuant to Clause 9.2, the provisions of Clause 9.5 will apply. The expedited arbitration procedure shall be in accordance with the following:

- All presentations shall be short and concise.
- A comprehensive opening statement shall be made by both Parties.
- There will be limited use of authorities.
- Where possible the Parties will develop an Agreed Statement of Facts.
- All documents will be jointly submitted wherever possible.
- The hearing will be conducted in an informal manner.
- The Parties may mutually agree to have the arbitrator mediate the issues.
- All presentations will be informal and lawyers will not be used, including staff lawyers.

(b) The arbitrator shall hear the grievances and shall render a binding decision within two (2) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(c) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(e) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms. In the event that either Party delays cancellation, such that a cancellation fee is charged by the arbitrator or by the facility in which the hearing is booked, the Party cancelling shall be fully responsible for such fee(s).

(f) The Parties agree that the hearings will be conducted locally unless mutually agreed otherwise.

## **9.6 Settlement Officer**

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

## **9.7 Amending Time Limits**

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

## **9.8 No Legal Counsel**

No legal counsel will be used to present cases pursuant to Clauses 9.4, 9.5, and 9.6 above.

# **ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE**

## **10.1 Burden of Proof**

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

## **10.2 Right to Have a Steward Present**

(a) An employee shall have her Union Steward present at any disciplinary discussion with supervisory personnel. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact her Union Steward, providing that this does not result in an undue delay of the appropriate action being taken. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A Union Steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the

Union Steward believes might be the basis of disciplinary action against the Union Steward, providing that this does not result in an undue delay in the appropriate action being taken.

### 10.3 Access to Personnel File

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

### 10.4 Notice of Demotion, Suspension, and Dismissal

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

### 10.5 Dismissal or Suspension

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

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

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

### 11.2 Employee Status Definitions

- (a) *"Regular full-time employees"* shall mean those employed on a regularly-scheduled full-time basis.
- (b) *"Regular part-time employees"* shall mean those employed on a regularly-scheduled part-time basis.
- (c) *"Casual employees"* shall mean those employed to provide relief for six (6) consecutive months or less for vacations and/or illness, or other approved leave; or to assist staff during peak periods. In unusual circumstances casual employees may exceed six (6) months by mutual agreement of the Parties to this Collective Agreement; such agreement shall not be unreasonably withheld.
- (d) *"Special project/summer student"* means a student hired under the auspices of the Federal and Provincial Governments' Special Employment Programs or to provide meaningful experience in library work, and so designated by mutual agreement between the Employer and Union. Such persons shall be paid in accordance with the rate(s) established under the terms of the specific grant. It is also agreed that these persons will be employed for the stated duration of the period of funding and considered terminated for cause upon completion of their specified term. It is agreed that no full-time, part-time or casual employee shall be laid off as a direct result of the employment of these special project persons.

### 11.3 Seniority Lists

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

### 11.4 Work Assignments

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

### 11.5 Loss of Seniority

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

- (a) is discharged for just cause;
- (b) voluntarily terminates her employment;
- (c) is on layoff for more than twelve (12) months;
- (d) is absent without leave and without a reasonable explanation for three (3) consecutive days.

### 11.6 Seniority While on Leave of Absence Without Pay

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

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Role of Seniority in Promotions and Transfers

Both Parties recognize:

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

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

### 12.2 Job Posting

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

### 12.3 Probation on Initial Appointment

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

### 12.4 Trial Period

Upon appointment, an employee other than a probationary employee shall be placed on a trial period for three (3) calendar months. Conditional on satisfactory service, the employee shall be confirmed in her new position after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position she shall be returned to her former position and wage or salary rate without loss of

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

### **12.5 Relocation Expenses**

The Employer's policy dated February 9, 1999 regarding relocation expenses shall apply.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff**

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

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

### **13.2 Severance Pay**

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

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

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

### **13.3 Reinstatement and Recall**

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

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

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

- (1) delivery of notice either orally or by letter by an Employer's representative;
- (2) local or long distance telephone communication;
- (3) registered letter or telegram.

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

specified by the Employer within seven (7) days of the Employer's initial attempt to contact him. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven-day provision.

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

## ARTICLE 14 - HOURS OF WORK

### 14.1 Workday/Workweek

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

### 14.2 Minimum Hours

(a) For shifts whose duration is four (4) hours or longer, if an employee commences work and her work is suspended, other than for discipline, the employee shall receive a minimum of four (4) hours' pay.

(b) No shift, whose duration is less than four (4) hours, will be scheduled at any Kamloops worksites, without the mutual agreement of the Employer and employee.

### 14.3 Flexible Work Schedule

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

## ARTICLE 15 - REST PERIODS

(a) All employees in the Library System working six (6) or more hours shall be entitled to two (2) fifteen (15) minute rest periods during each shift.

(b) All employees working four (4) or more consecutive hours but less than six (6) will be entitled to one (1) fifteen (15) minute rest period.

(c) In a Branch staffed by a single person on a shift, where the rest periods are worked, the employee will be compensated for an additional fifteen (15) minutes for each rest period worked.

(d) An unpaid lunch period of thirty (30) minutes shall be scheduled as close as possible to the middle of any regular shift.

## ARTICLE 16 - OVERTIME

### 16.1 Overtime Compensation

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

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

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

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

## 16.2 Callout

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

## ARTICLE 17 - STATUTORY HOLIDAYS

### 17.1 Paid Holidays

The Employer will observe the following as paid statutory holidays:

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

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

### 17.2 Substituting Day of Observance

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

### 17.3 Holiday Falling on a Day of Closure

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

### 17.4 Holiday Falling on a Day of Rest

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

- (a) before the date the employment terminates; or
- (b) if the hours for the day in lieu are credited to the employee's time bank, within six (6) months after the date of the statutory holiday, however, if they cannot be so scheduled, they shall be immediately scheduled on the vacation roster;
- (c) hours from the time bank may normally be taken in increments of one-half (½) day.

**17.5 Paid Holiday Pay**

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

**17.6 Working on a Paid Holiday**

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

**17.7 Holiday Occurring During Annual Vacation**

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

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Vacation Entitlement**

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

- (a) in the first part-calendar year of service, one-twelfth (1/12) of fifteen (15) workdays for each month or portion of a month greater than one-half (½) worked by December 31<sup>st</sup>;
- (b) during the second and up to and including the third calendar year of service, fifteen (15) workdays;
- (c) during the fourth and up to and including the fifteenth calendar year of service, twenty (20) workdays' vacation;
- (d) during the sixteenth and subsequent calendar years an employee shall receive twenty-five (25) workdays' vacation per calendar year. Effective January 1, 2003, during the sixteenth and up to and including the twenty-first calendar year of service, twenty-five (25) workdays' vacation per calendar year.
- (e) Effective January 1, 2003, during the twenty-second and subsequent years of service, thirty (30) workdays' vacation per calendar year.
- (f) Effective January 1, 2006 eligible part-time employees will receive the vacation entitlement on a pro rata basis.

**18.2 Vacation Pay on Termination of Employment**

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

**18.3 Vacation Scheduling**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon between the employee and the Employer when quality and regularity of operations shall not be impaired.
- (b) Vacation for each classification shall be governed by seniority in the appropriate Branch.
- (c) Vacation schedules, once finalized, shall not be changed other than with mutual agreement between the employee and the Director of Libraries.

#### 18.4 Vacation Carryover

- (a) An employee may carry over a maximum of five (5) days' vacation to the next year subject to written approval of the Director of Libraries. Such a request must be submitted by December 31<sup>st</sup> of the year in which it was earned and shall not be unreasonably withheld. Subject to the approval of the Director of Libraries, an additional five (5) days may be carried over.
- (b) An employee shall not receive cash in lieu of vacation time except upon termination.

#### 18.5 Vacation Year

The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

#### 18.6 Payday During Period of Leave

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

### ARTICLE 19 - SICK LEAVE

#### 19.1 Sick Leave Entitlement

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

- (a) Regular employees who have completed their first thirty (30) calendar days of continuous employment shall be entitled to sick leave with pay accumulated on the basis of one and one-half (1½) days per month. An employee who takes sick leave with pay and leaves the service of the Employer prior to the completion of six (6) months of continuous service shall repay to the Employer those days taken in the form of a deduction from the employee's paycheque.
- (b) On completion of six (6) months' continuous service with the Employer, the employee shall continue to accumulate sick leave credits on the basis of one and one-half (1½) days per month to a maximum of one hundred and twenty (120) workdays.

#### 19.2 Reporting Sickness or Injury

- (a) The employee shall inform the Employer prior to the commencement of her shift, or as soon as possible thereafter, of her inability to report to work because of illness or injury.
- (b) The employee may be required to provide a doctor's certificate for illness or injury of three (3) days or more, at the Employer's cost, and on the Employer's time, if applicable.
- (c) The Employer may require a doctor's certificate if a pattern of absence is noted, but such shall be at the Employer's cost, and on the Employer's time if applicable.

#### 19.3 Deduction of Sick Leave

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

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

#### 19.4 Balance of Entitlement Request

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

#### 19.5 Payout of Sick Leave

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

#### 19.6 Approved Leave of Absence With Pay During Vacation

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

### ARTICLE 20 - SPECIAL AND OTHER LEAVE

#### 20.1 Bereavement Leave

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

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

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

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

#### 20.2 Special Leave

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

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

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

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

### 20.3 Jury Duty

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

### 20.4 Compassionate, Educational & Extended Vacation Leave

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

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

### 20.5 General Leave

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

### 20.6 Accumulation of Benefits

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

### 20.7 Family Illness

- (a) *Child Responsibilities:* An employee is entitled to two (2) days' paid sick leave during each calendar year and an additional three (3) days unpaid to meet the care needs of an ill child (prorated if less than a calendar year).
- (b) *Family Responsibilities:* An employee is entitled to up to five (5) days of unpaid leave during each year to meet the care, education, or health needs of any other member of the employee's immediate

family including common-law spouse (prorated if less than a calendar year). Employees agree that every effort will be made to schedule family responsibility matters outside work hours.

## 20.8 Other Religious Observances

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

## ARTICLE 21 - PARENTAL, MATERNITY, & ADOPTION LEAVE ENTITLEMENTS

### 21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave as follows:

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

### 21.2 Parental (Includes Adoption) Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to **thirty-seven (37)** consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **thirty-seven (37)** weeks' parental leave between them. "**Parents**" shall include a common-law spouse as defined in Clause 25.1.
- (c) Such written request pursuant to section (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) On return from parental leave, an employee shall be placed in her former position, or in a position of equal rank and basic pay.
- (e) In the case of adoption, the employee shall have to furnish proof of adoption.

### **21.3 Aggregate Leave**

The aggregate leave of absence from employment may be taken by an employee under Clauses 21.1 and 21.2 in respect of the birth of any one child may not exceed fifty-two (52) weeks.

### **21.4 Seniority, Vacation and Benefits**

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

### **21.5 Extension of Maternity or Parental Leave**

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

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

### **21.6 Alterations Resulting from Legislative Changes**

In the event that any future legislation materially alters the statutory requirements or entitlements governing the matters set out in this Article, the Parties hereto shall meet to negotiate mutually agreeable provisions to satisfy the change in legislative requirements.

## **ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY**

### **22.1 Statutory Compliance**

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

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

### **22.2 Occupational Health & Safety Committees**

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

supervisor, the employee shall report to the Manager of Library/Support Services. Matters of other than routine importance shall be referred to the Occupational Health & Safety Committee.

### **22.3 Video Display Terminals**

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

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

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

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

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

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

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

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

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

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

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

### **22.4 Injury Pay**

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

### **22.5 Death Of An Employee**

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

## 22.6 Occupational First Aid

Those persons designated and required by the Employer to have a First Aid Certificate shall receive fifty-five cents (55¢) per hour while so designated.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Preamble

- (a) Both Parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The Parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the Parties have agreed to the following.

### 23.2 Procedure for Implementing Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a), the Labour-Management Committee, established pursuant to Clause 7.5, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to section (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a), regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training.

### 23.3 Meaning of Technological Change

For the purposes of this Article, "*technological change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

## ARTICLE 24 - CONTRACTING OUT

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any bargaining unit positions during the term of this Agreement. However, prior to contracting out, the following will apply.

- (a) Utilization of volunteers who generally participate in activities or projects distinct from work normally performed by bargaining unit members will not be considered as contracting out.
- (b) The Employer agrees not to contract out work currently performed by full-time or part-time employees covered by this Agreement which directly results in the laying off or failure to recall of such employees.
- (c) The Employer will endeavour to avoid contracting out work that can be done by employees in an effective, efficient and economical manner. The Employer is prepared to receive submissions from the Labour-Management Committee and the Union in this regard.

(d) The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days' notice, and an opportunity to discuss any planned intent to contract out.

## ARTICLE 25 - HEALTH & WELFARE BENEFITS

### 25.1 Benefit Summary

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

### 25.2 Basic Medical Insurance

All full-time and part-time employees may choose to be covered by the medical plan for which the British Columbia Medical Plan is the licensed carrier. The Employer shall pay one hundred percent (100%) of the regular premium costs effective January 1, 2008.

### 25.3 Extended Health Care

(a) The Employer will maintain in good standing the Extended Health Care Plan which is in existence at the time of this Agreement for which the Employer shall pay one hundred percent (100%) of the monthly premium for all full-time and eligible part-time employees and their families.

(b) The Extended Health Care Plan shall further provide:

(1) Vision Coverage which shall provide benefits for employees and dependent children to a maximum of three hundred dollars (\$300) every two (2) years - effective January 1, 2007 once every two (2) years to a maximum of four hundred dollars (\$400). Eye exams covered once every two (2) years to a maximum of fifty dollars (\$50) - effective January 1, 2007 once every two (2) years to a maximum of sixty-five dollars (\$65);

(2) twenty-five dollars (\$25) deductible per calendar year;

(3) eighty percent (80%) reimbursement of all eligible out-of-country expenses for services/treatment not available in Canada;

(4) unlimited lifetime maximum coverage, except for treatment outside of Canada for mental or nervous disorders, in which case the lifetime maximum is twenty-five thousand dollars (\$25,000).

### 25.4 Dental Plan

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

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

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

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

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

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

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

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

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

### 25.6 Medical Examination

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

### 25.7 Employee Assistance Program

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

### 25.8 Other Employee Benefits

Commencing with their first day of employment part-time and casual employees shall receive an amount equal to eighteen point two percent (18.2%) of their total earnings (i.e. including overtime pay) in lieu of annual vacations, statutory holidays, sick leave, Group Life, Accidental Death & Dismemberment, Extended Health, Dental, and Long-Term Disability Benefits payable in conjunction with the biweekly paycheque. For those not participating in the Pension (Municipal) Plan, the above amount shall be twenty-one point two percent (21.2%). Effective January 1, 2006 part-time employees who work an average of twenty-one (21) regularly-scheduled part-time hours per week shall have the option of either the benefits or the in lieu amount described in this clause. Such employees must elect which option they choose only once per calendar year and such election must be made no later than September 1 of the year

prior to it taking effect. Employees opting in for January 1 of any year (including 2006) will be considered to have served any required waiting period, provided that they have given the notice to opt in no later than the September 1 prior.

## ARTICLE 26 - RETIREMENT

### 26.1 Pension Contributions

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

### 26.2 Retirement Age

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

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

### 27.1 Paydays

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

### 27.2 Wages

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

### 27.3 Substitution Pay

- (a) No employee shall be required to substitute into the principle duties of a higher-paying position unless she is assigned to do so in writing by the Director of Libraries.
- (b) If a full- or part-time employee is assigned to substitute as above, she shall be paid the rate for the job.
- (c) If not all of the duties of the job are to be performed, the Employer will prepare a list of the tasks to be performed, and the rate of pay will be based upon the evaluation of the job under the Job Evaluation Plan.
- (d)
  - (1) Casual employees offered work in jobs ranked at job classification level 3 or less shall be paid at classification level 3.
  - (2) Casual employees offered work in jobs ranked at classification level 4 to 12 inclusive shall be paid at the rate for the job.
  - (3) Casual employees offered work in jobs ranked at classification level 13 or higher shall be paid at classification level 13.

### 27.4 Rate of Pay on Temporary Assignment

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

### 27.5 Rate of Pay on Demotion

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

### 27.6 Salary Protection

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

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

### 27.7 Vehicle Allowance

A per kilometre vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties at the same rate as provided to the TNRD Directors.

### 27.8 Meal Allowance and Per Diem

- (a) Employees on travel status away from their worksite shall be entitled to the meal allowances and per diems at the same rates as those provided to the TNRD Directors.
- (b) Consistent with the application with other groups within the Thompson-Nicola Regional District (TNRD), in instances where an employee is required to overnight and work a complete workday, then with the prior approval of the supervisor, a maximum per diem of eighty dollars (\$80) may be approved.

### 27.9 Shift Premiums - Sunday Opening

- (a) Employees who work on Sundays shall be entitled to a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on Sunday.
- (b) Staffing can be scheduled by the Employer after input from employees and from the Labour-Management Committee.
- (c) No employee shall be required to work on Easter Sunday.

## ARTICLE 28 - CLASSIFICATIONS

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

## ARTICLE 29 - GENERAL CONDITIONS

### 29.1 Resignation/Transfer of Employees

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

**ARTICLE 30 - EMPLOYMENT TERMS FOR CASUAL EMPLOYEES**

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

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

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

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

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

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

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

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

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

**ARTICLE 31 - DURATION OF AGREEMENT****31.1 Duration**

This Agreement shall be binding and remain in effect to midnight, December 31, 2008.

**31.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after October 15, 2008 but, in any event, not later than midnight, December 15, 2008.

(b) Where no notice is given by either Party prior to December 15, 2008 both Parties shall be deemed to have been given notice under this Article on December 31, 2008 and thereupon Clause 31.3 shall apply.

(c) All notices on behalf of the Union shall be given by the President of the Union or his designate and similar notices on behalf of the Employer shall be given by the Director of Libraries.

**31.3 Commencement of Bargaining**

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

**31.4 Changes in Agreement**

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

**31.5 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this Agreement. This Agreement was ratified on December 22, 2004.

**31.6 Agreement to Continue in Force**

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ON BEHALF OF THE UNION**

**ON BEHALF OF THE EMPLOYER**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
John E. Smith, Chief Admin. Officer, TNRD

\_\_\_\_\_  
Geraldine Baker, Bargaining Unit Chairperson

\_\_\_\_\_  
Kevin Kierans, Director of Libraries

\_\_\_\_\_  
LaVerne Bernier, Bargaining Committee Member

\_\_\_\_\_  
Sukh Gill, Director of Finance

\_\_\_\_\_  
Lana Fisher, Bargaining Committee Member

\_\_\_\_\_  
Jacquie Kirkey, Mgr. of Lib. & Supp. Services

\_\_\_\_\_  
Marlene Reimer, Bargaining Committee Member

\_\_\_\_\_  
Dan Bell, Western Industrial Relations

\_\_\_\_\_  
Frank N. Anderson, Staff Representative

**APPENDIX 1 – WAGE RATES AND RETROACTIVE LUMP SUM PAYMENTS**

Wage rates shall be retroactive and shall be applicable to all persons employed during the term providing the Parties can locate them.

<b>HOURLY RATES OF PAY</b>					
<b>Grid Level</b>	<b>2004/01/01 (Current)</b>	<b>2005/01/01 (+ 2.5%)</b>	<b>2006/01/01 (+ 2%)</b>	<b>2007/01/01 (+ 2.5%)</b>	<b>2008/01/01 (+ 2.5%)</b>
1	12.64	12.96	13.22	13.55	13.89
2	12.64	12.96	13.22	13.55	13.89
3	12.64	12.96	13.22	13.55	13.89
4	13.22	13.55	13.82	14.17	14.52
5	13.80	14.15	14.43	14.79	15.16
6	14.38	14.74	15.03	15.41	15.80
7	14.96	15.33	15.64	16.03	16.43
8	15.54	15.93	16.25	16.66	17.08
9	18.06	18.51	18.88	19.35	19.83
10	18.64	19.11	19.49	19.98	20.48
11	19.22	19.70	20.09	20.59	21.10
12	19.80	20.30	20.71	21.23	21.76
13	20.38	20.89	21.31	21.84	22.39
14	20.96	21.48	21.91	22.46	23.02
15	21.54	22.08	22.52	23.08	23.66
16	23.86	24.46	24.95	25.57	26.21
17	23.86	24.46	24.95	25.57	26.21
18	26.86	27.53	28.08	28.78	29.50
19	29.86	30.61	31.22	32.00	32.80

**APPENDIX 2 – NEW STAFF ORIENTATION (RE ARTICLE 5)**

All bargaining unit appointment letters will include, at minimum, the following information:

- Competition number
- Workplace location
- Start date / end date, if there is one
- Start date of benefits, if applicable
- Job status (full-time, part-time, casual)
- Job title
- Job grade and wage
- Present hours of work
- Number of hours per week
- Probationary period or trial period
- New employees - Union information
- Sentence explaining qualification period for statutory holiday pay, if applicable
- Union information (including Union Steward names)

Copies of appointment letters are sent to the following:

- Payroll
- Union Steward
- BCGEU Kamloops Area Office
- Profiles
- Library
- Receptionist
- Personnel File
- Competition File.

**APPENDIX 3 – LAYOFF AND RECALL****1.1 Facts**

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

**1.2 Process (Subject to Terms of the Collective Agreement)**

- (a) Employer generates up-to-date seniority list.
- (b) Employer identifies jobs which are to be subject of layoff and convenes Joint Committee.
- (c) Employer notifies incumbents of pending layoff in writing.
- (d) Employer offers layoff options:
  - (1) layoff with recall;
  - (2) layoff with severance pay;
  - (3) bumping.
- (e) Bumping process (bumping employee must always be qualified and senior to employee being bumped; bumping is lateral or down in pay grade):
  - (1) individual has three workdays from time of receiving notice to elect options in subsections (d)(1), (d)(2), or (d)(3);
  - (2) (i) most senior laid-off person in bargaining unit, in descending order, may bump most junior person in same pay grade in same community;

(ii) if no such position exists, the laid-off employee may voluntarily elect to bump the most junior employee in the same pay grade in another community of the bumping employee's choice;

(iii) the employee may choose to bypass subsection (ii) above and elect to bump the most junior person in a lower pay grade in the same community;

(iv) the employee may choose to bypass subsection (iii) above and elect to bump the most junior person in a lower pay grade in another community of the bumping employee's choice.

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

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

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

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

- **Note #1:** For multiple layoffs this process must be conducted in seniority order, because an employee being bumped may be senior to one of the other laid-off employees and is entitled to make elections first.
- **Note #2:** If the senior person bumping under subsection (e)(2) is not qualified for the position held by the most junior employee, they may elect to bump the second most junior employee, and so on.
- **Note #3:** Where, within six (6) months of an employee electing to bump, it is determined that the employee is not suited to the position, the option of layoff with severance shall again be offered. In the event that such employee disputes the matter of her suitability through the grievance procedure, the six (6) months shall be extended by the duration of the grievance procedure.
- **Note #4:** Where an employee elects to bump pursuant to subsections (e)(2)(iii) or (iv) above, the provisions of Clause 27.6 shall not apply.

## APPENDIX 4 – JOB EVALUATION MANUAL

### ARTICLE 1 - PREAMBLE

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

### ARTICLE 2 - PURPOSE

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

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

### ARTICLE 3 - DEFINITIONS

The following are definitions of terms as used herein:

- (a) "**Basic Agreement**" - The Collective Bargaining Agreement between the Employer and the Union relating to wages and/or salaries and other terms and conditions of employment.
- (b) "**Employee**" or "**employees**" - All persons for whom the Union is the bargaining agent as provide in the Basic Agreement.
- (c) "**Job**" - A function or a combination of such functions for one or more employees.
- (d) "**Job Description**" - The official record which sets forth for a given job the job title and identifying information, location, primary function, machines and equipment used, supervision received, direction exercised and working procedure of that job.
- (e) "**Job Content**" - The requirements of a job as to training, skill, responsibility and working conditions.
- (f) "**Job Classification**" - The official record which sets forth for a given job the job content analysis and factor level code and classification values of the job's requirements as to the following factors:
  - (1) pre-employment training;
  - (2) employment training and experience;
  - (3) mental skill;
  - (4) responsibility for performance;
  - (5) responsibility for contacts;
  - (6) working conditions;
  - (7) responsibility for direction;
  - (8) mental effort;
  - (9) physical effort.
- (g) "**Pay Rates**" - The scale of rates established for the respective job classes.
- (h) "**Out-of-Line Differential**" - The amount paid an employee in conformity with the Basic Agreement, when an employee's rate of pay, prior to the application of the standard wage and/or salary scale, is greater than the rate of pay provided for such job in the pay rates.

## ARTICLE 4 - FACTORS OF JOB DESCRIPTIONS & CLASSIFICATION

**4.1** The conditions which surround each job are such that accurate comparisons and grouping of jobs by title only are not possible. It is necessary to obtain full knowledge regarding the functions of each job and its requirements through a job description which sets forth for the job:

- (a) job title and identifying information;
- (b) location;
- (c) date of description;
- (d) primary functions of the job;
- (e) machines and equipment used;
- (f) supervision received;
- (g) direction exercised;
- (h) working procedure.

**4.2** The importance of adequate job descriptions cannot be over stressed. The job description serves to record the conditions from which the job is classified originally, and to judge changes in job content which result from new or changed conditions when such are established from time to time. It is of particular importance that job descriptions contain all pertinent information necessary to reflect the assigned duties and responsibilities of the job. Duties performed by an individual for training purposes are not to be included in the description of the job. Descriptions are to be written in a manner that will permit analysis and proper consideration of changes in duties resulting from changes in procedure, organization or equipment. Jobs covered by this Manual cannot usually be identified in terms of specific equipment or operations. Most consist of individual assignments comprising various functions which are found in different combinations in jobs identified by the same title.

**4.3** The classification of jobs on the basis of job content involves certain basic determinations with respect to the effort, skill, responsibility and working conditions required by each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and classification of each job's requirement and relative worth on the basis of the nine factors outlined in Article 3(f).

**4.4** Job classifications serve to:

- (a) Group jobs having substantially equivalent content in the same job class regardless of location.
- (b) Reduce the number of job classifications to the smallest practical number.
- (c) Provide the basis from which to gauge equitable wage and/or salary relationships as between jobs.
- (d) Form the foundation from which to measure changes in job content from time to time.
- (e) Enable the application of the pay rates scale.

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

### I. PRE-EMPLOYMENT TRAINING

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

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

Code	<i>The Job Requires Sufficient Pre-Employment Training to Learn to:</i>	Benchmark Reference	Num. Class.
	<ul style="list-style-type: none"> <li>• Determine order points for stores materials by considering such factors as needs, delivery time and present stocks.</li> <li>• Operate office equipment such as word processor and personal computer.</li> </ul>		
D	<p><i>Perform work assignments, such as the following or their equivalent, which require a working knowledge of a particular field:</i></p> <ul style="list-style-type: none"> <li>• Be responsible for weeding the system's book collection and identify bottlenecks in the work flow of the department.</li> <li>• Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information.</li> <li>• Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks.</li> <li>• Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of the reasonableness of results and investigation of supporting data for content and accuracy.</li> <li>• Interpret and analyze test results to determine disposition.</li> <li>• Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information.</li> <li>• Set up and operate all precision surveying instruments such as transits, levels, etc.</li> <li>• Investigate equipment and operations and collect engineering data.</li> <li>• Inspect construction work in progress to assure compliance with specifications and plans.</li> <li>• Prepare, test and maintain computer programs from detailed specifications.</li> <li>• Set up and operate multi-terminal computer systems in an on-line, time-sharing and/or networked environment.</li> <li>• Perform or plan trades functions involving a knowledge of mechanical or electrical principles.</li> </ul>		1.8
E	<p><i>Perform work assignments, such as the following or their equivalent, which require a working knowledge of a particular field and correlation of such knowledge with associated fields:</i></p> <ul style="list-style-type: none"> <li>• Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services.</li> <li>• Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials.</li> <li>• Be responsible for the effective delivery of library service in a designated branch by planning and organizing branch library resources to meet community needs and interests.</li> <li>• Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users.</li> <li>• Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity.</li> <li>• Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis.</li> </ul>		2.5

<i>Code</i>	<i>The Job Requires Sufficient Pre-Employment Training to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Prepare design layouts and arrangements from general information.</li> <li>• Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities.</li> <li>• Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc.</li> <li>• Perform or plan complex trade functions, requiring a knowledge of electronics, steam combustion or metal machining principles.</li> <li>• Design, develop, implement and document computer systems.</li> </ul>		

## II. EMPLOYMENT TRAINING AND EXPERIENCE

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

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require up to two months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Reinforce books, and prepare books for further processing by affixing pockets and fly leaves.</li> <li>• Clean and secure a building; provide public access.</li> <li>• File numerically or alphabetically; list words or numbers; proofread.</li> <li>• Use simple survey equipment such as tape, plumb bob, level rod, etc.</li> <li>• Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage.</li> <li>• Operate simple machines and make simple adjustments.</li> <li>• Receive visitors and arrange for appointments.</li> <li>• Clean tools, instruments, machines or equipment; lubricate and replace minor parts.</li> </ul>		<i>Base</i>
<i>B</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 3 to 6 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Post directly into records or report.</li> <li>• Write routine letters or reports.</li> <li>• Disburse stores materials.</li> <li>• Operate office equipment such as calculator, typewriter, word processor, office phone system.</li> <li>• Operate light mobile equipment such as a pickup truck.</li> </ul>		<i>.3</i>

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

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis.</li> </ul>		
<i>E</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 19 to 24 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Be responsible for the effective delivery of library service in a designated branch by planning and organizing branch library resources to meet community needs and interests.</li> <li>• Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department.</li> <li>• Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information.</li> <li>• Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials.</li> <li>• Supervise and coordinate the work of branch staff developing and maintaining community relationships to support library services.</li> <li>• Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users.</li> <li>• Select prices and other data from established general sources, and combine, compile and apply such data to records or reports, where selection and placement require knowledge of principles.</li> <li>• Prepare comprehensive closing reports in final form requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy.</li> <li>• Investigate equipment and operations and collect engineering data.</li> <li>• Inspect construction work in progress to assure compliance with specifications and plans.</li> <li>• Set up and operate multi-terminal computer systems in an on-line time-share and/or networked environment.</li> <li>• Perform or plan trades functions involving a knowledge of mechanical or electrical principles.</li> <li>• Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc.</li> </ul>		<i>1.2</i>
<i>F</i>	<p><i>Perform work assignments, such as the following or their equivalent, which take 19 to 24 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Write specifications in contract or questionnaire form from designs, sketches, or general information for purchase or lease of equipment materials or facilities.</li> <li>• Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles.</li> </ul>		<i>1.5</i>

<i>Code</i>	<i>The Job Requires Sufficient Employment Training and Experience to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>G</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 31 to 36 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services.</li> <li>• Analyze cost, engineering or technical data, plan method for collecting data and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity.</li> <li>• As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries.</li> </ul>		<i>1.8</i>
<i>H</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 37 to 48 months to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Design, develop, implement and document computer systems.</li> </ul>		<i>2.4</i>
<i>I</i>	<p><i>Perform work assignments, such as the following or their equivalent, which require 49 months and over to acquire proficiency:</i></p> <ul style="list-style-type: none"> <li>• Prepare design layout and arrangement from general information.</li> </ul>		<i>3.0</i>

### III. MENTAL SKILL

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

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where duties and results are obvious:</i></p> <ul style="list-style-type: none"> <li>• Reinforce books, and prepare books for further processing by affixing pockets and fly leaves.</li> <li>• Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage.</li> <li>• Clean tools, instruments, machines or equipment.</li> </ul>		<i>Base</i>
<i>B</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where duties are obvious but require slight judgement to complete the job:</i></p> <ul style="list-style-type: none"> <li>• Operate light mobile equipment such as a pickup truck.</li> <li>• File numerically or alphabetically; list words or numbers; proofread; post directly.</li> <li>• Clean and secure a building, provide public access.</li> <li>• Receive visitors and arrange for appointments; write routine letters or reports.</li> <li>• Operate simple machines and make simple adjustments.</li> <li>• Operate simple equipment such as typewriter, calculator, or office phone system.</li> <li>• Use simple survey equipment such as tape, plumb bob, level rod, etc.</li> <li>• Lubricate and replace minor parts on office equipment</li> <li>• Write routine letters or reports</li> </ul>		<i>.4</i>

<i>Code</i>	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, involving a variety of detail and requiring some judgment to make indicated selections:</i></p> <ul style="list-style-type: none"> <li>• Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list.</li> <li>• Select or locate codes, prices or other data in established sources, and apply, compare, post or compile into records or reports.</li> <li>• Examine invoices for the purpose of determining propriety of charges by considering pertinent data such as receipt of material, prices, quantities, discount terms, f.o.b. terms.</li> <li>• Prepare invoices by selecting applicable data and combining into finished invoice form.</li> <li>• Write a non-routine letter or report under general instructions as to content and presentation.</li> <li>• Set up and test new equipment such as printers, word processors.</li> <li>• Take and transcribe dictation.</li> <li>• Receive, inspect and disburse stores material.</li> <li>• Determine order points for stores materials by considering such factors as needs, delivery time and present stocks.</li> <li>• Operate office equipment such as word processor and personal computer.</li> </ul>		<i>1.1</i>
<i>D</i>	<p><i>Perform work assignments, such as the following or their equivalent, requiring interpretation within established limit:</i></p> <ul style="list-style-type: none"> <li>• Assist the public with reader's advisory and reference and children's requests.</li> <li>• Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks.</li> <li>• Interpret descriptive material in order to select codes prices or other data from established sources, and apply or compile into records, reports or documents.</li> <li>• Interpret and analyze test results to determine disposition.</li> <li>• Assign personnel to ensure optimum utilization.</li> <li>• Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy.</li> <li>• Write a non-routine letter or report to present established information without instructions as to content or presentation.</li> <li>• Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices.</li> <li>• Prepare or check detail drawings of equipment or structure from designs, sketches, marked prints or specific information.</li> <li>• Set up and operate all precision surveying instruments such as transits, levels, etc.</li> <li>• Prepare, test and maintain computer programs from detailed specifications.</li> </ul>		<i>2.2</i>

Code	<i>The Job Requires Sufficient Mental Skill to Learn to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Perform or plan trades functions involving a knowledge of mechanical or electrical principles.</li> </ul>		
E	<p><b><i>Perform work assignments, such as the following or their equivalent, requiring interpretation and analysis to apply general procedures:</i></b></p> <ul style="list-style-type: none"> <li>• Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department.</li> <li>• Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information.</li> <li>• Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials.</li> <li>• Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users.</li> <li>• Select data from established general sources, and apply such data to records or reports, where selection and placement require interpretation and analysis of general procedures, and knowledge of principles.</li> <li>• Investigate equipment and operations and collect engineering data.</li> <li>• Inspect construction work in progress to assure compliance with specifications and plans.</li> <li>• Set up and operate multi-terminal computer systems in an on-line, time-sharing and/or networked environment.</li> <li>• Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis.</li> <li>• Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities.</li> <li>• Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc.</li> <li>• Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machinery principles.</li> </ul>		3.3
F	<p><b><i>Perform work assignments, such as the following or their equivalent, requiring analysis, planning, and development of methods or procedures in accordance with general principles of a field and originality of thinking to meet new conditions:</i></b></p> <ul style="list-style-type: none"> <li>• As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries.</li> <li>• Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services.</li> <li>• Analyze cost, engineering or technical data, plan method for collecting data and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity.</li> <li>• Prepare design layouts and arrangement from general information.</li> <li>• Design, develop, implement and document computer systems.</li> </ul>		4.5

#### IV. RESPONSIBILITY FOR PERFORMANCE

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

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Satisfactory performance requires application of simple routines which are readily learned to complete work assignments such as:</i></p> <ul style="list-style-type: none"> <li>• Reinforce books, and prepare books for further processing by affixing pockets and fly leaves.</li> <li>• Clean and secure a building, provide public access.</li> <li>• Pick up, sort or deliver papers; apply postage.</li> <li>• Receive visitors and arrange for appointments.</li> <li>• Use simple survey equipment such as tape, plumb bob, level rod, etc.</li> <li>• Lubricate and replace minor parts on office equipment.</li> <li>• Operate simple machines and make simple adjustments.</li> </ul>		<i>Base</i>
<i>B</i>	<p><i>Satisfactory performance requires application of clearly defined procedures which necessitate close attention to complete work assignments such as:</i></p> <ul style="list-style-type: none"> <li>• Perform shelf reading activities to ensure books are shelved properly, correcting errors as they are found.</li> <li>• List words or numbers, perform direct posting, proofread.</li> <li>• File letters, orders, papers, etc.</li> <li>• Take and transcribe dictation.</li> <li>• Prepare invoices by selecting applicable data and combining into finished invoice form.</li> <li>• Operate light mobile equipment such as a pickup truck.</li> <li>• Operate typewriter, calculator, or office phone system.</li> <li>• Write routine letters or reports.</li> </ul>		<i>.5</i>
<i>C</i>	<p><i>Satisfactory performance requires application of clearly defined procedures which involve knowledge of work area or functioning of other work units and which necessitate close attention to complete work assignments such as:</i></p> <ul style="list-style-type: none"> <li>• Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list.</li> <li>• Select or locate codes, prices, or other data in direct reference sources and apply, compare, post, or compile into reports or records</li> <li>• Set up and test new equipment such as printers, word processors.</li> <li>• Operate office equipment such as a word processor or personal computer.</li> <li>• Write a non-routine letter or report under general instructions as to content and presentation.</li> <li>• Receive, inspect and disburse stores materials.</li> </ul>		<i>1.0</i>
<i>D</i>	<p><i>Satisfactory performance requires selection of specific routines or procedures and interpretation to recognize and adjust variations within routine or procedure initially selected, to complete work assignments, such as:</i></p> <ul style="list-style-type: none"> <li>• Assist the public with reader's advisory and reference and children's requests.</li> </ul>		<i>2.0</i>

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks.</li> <li>• Interpret descriptive material in order to select proper codes or prices or other data from established sources, and apply or compile into records, reports or documents.</li> <li>• Assign personnel to ensure optimum utilization.</li> <li>• Interpret and analyze test results to determine disposition.</li> <li>• Prepare comprehensive closing reports in final form requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy.</li> <li>• Write a non-routine letter or report to present established information without instruction as to content or presentation.</li> <li>• Examine invoices for the purpose of determining propriety of charges by considering pertinent data such as receipt of material, prices quantities, discount terms, f.o.b. terms.</li> <li>• Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices.</li> <li>• Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information.</li> <li>• Set up and operate all precision surveying instruments such as transits, levels, etc.</li> <li>• Prepare, test and maintain computer programs from detailed specifications.</li> <li>• Perform or plan trades functions involving a knowledge of mechanical or electrical principals.</li> <li>• Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles.</li> <li>• Determine order points for stores materials by considering such factors as needs, delivery time and present stocks.</li> </ul>		
<i>E</i>	<p><i>Satisfactory performance requires application of general principles to select general routines or procedures and to recognize and compensate for variations within the routine or procedure initially selected, to complete work assignments such as:</i></p> <ul style="list-style-type: none"> <li>• Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department.</li> <li>• Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information.</li> <li>• Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials.</li> <li>• Operate all aspects of a library including collecting, storing, lending and retrieving published information and providing information to users.</li> </ul>		<i>3.0</i>

<i>Code</i>	<i>Responsibility for Performance - Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Select data from established general sources, and apply such data to records or reports where selection and placement require interpretation and analysis of general procedures and knowledge of principles and operations of the field involved.</li> <li>• Investigate equipment and operations and collect engineering data.</li> <li>• Inspect construction work in progress to assure compliance with specifications and plans.</li> <li>• Set up and operate multi-terminal computer systems in an on-line time-sharing and/or networked environment.</li> <li>• Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required, to select appropriate methods of analysis.</li> <li>• Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials, or facilities.</li> <li>• Analyze construction prints and field conditions and plan working procedure to establish lines points, elevations, etc.</li> </ul>		
<i>F</i>	<p><i>Satisfactory performance requires application of general principles in a field and analysis of an assignment, planning and determining of methods to be used and data to be accumulated or developed and interpretation of data into recommendations for management to complete work assignments such as:</i></p> <ul style="list-style-type: none"> <li>• As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries.</li> <li>• Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services.</li> <li>• Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or process which reduce costs or enhance productivity.</li> <li>• Prepare design layouts and arrangements from general information.</li> <li>• Design, develop, implement and document computer system.</li> </ul>		<i>4.0</i>

**V - RESPONSIBILITY FOR CONTACTS**

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

<i>Code</i>	<i>Responsibility for Contacts – Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<i>Ordinary courtesy is required to maintain a good relationship with others within or without the organization such as in picking up, receiving or disbursing materials or mail.</i>		<i>Base</i>
<i>B</i>	<i>Tact is required to maintain a good relationship with persons outside the organization in giving or receiving information, such as in receiving visitors and arranging for appointments, operating office phone system, or checking prices with vendors, or ordering goods, or handling confidential matters.</i>		<i>.5</i>

<i>Code</i>	<i>Responsibility for Contacts – Factor Level Definition</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>C</i>	<i>Tact and persuasiveness are required to induce desired cooperation of others outside or within the organization, such as in obtaining acceptance of new or revised methods or procedures; assigning personnel; adjusting complaints.</i>		<i>.8</i>
<i>D</i>	<i>Tact and persuasiveness are required to induce desired cooperation of persons outside the organization, such as in handling sensitive and confidential matters with politicians, government officials or clients.</i>		<i>1.5</i>

**VI. WORKING CONDITIONS**

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

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

**VII. RESPONSIBILITY FOR DIRECTION**

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

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

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

<i>Code</i>	<i>Responsibility for Direction - Nature of Supervision</i>	<i>Number Supervised</i>				
		<i>1 0</i>	<i>2 1-5</i>	<i>3 6-10</i>	<i>4 11-15</i>	<i>5 16+</i>
<i>A</i>	<i>The work does not have the requirement to exercise supervision. Occasionally may explain work procedures to new or inexperienced employees.</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>
<i>B</i>	<i>Although formal supervisory responsibilities are not part of the job, the job may involve coordinating and scheduling the day-to-day work of other workers in the unit, monitoring output, and task delegation.</i>	<i>X</i>	<i>0.1</i>	<i>0.2</i>	<i>0.3</i>	<i>0.4</i>
<i>C</i>	<i>Employee functions as a group leader of other workers with responsibilities such as scheduling and assigning work, training staff, providing direction, checking work in progress and upon completion. This level does not include responsibility for personnel matters such as hiring.</i>	<i>X</i>	<i>0.5</i>	<i>0.6</i>	<i>0.7</i>	<i>0.8</i>

Code	Responsibility for Direction - Nature of Supervision	Number Supervised				
		1 0	2 1-5	3 6-10	4 11-15	5 16+
D	<i>The work involves supervisory duties such as scheduling and assigning work, providing advice and direction, making short-term adjustments to staffing allocations, and establishing work standards and monitoring work quality and quantity standards. This level has input into decision making for all or some personnel matters such as making hiring or promotion recommendations; and appraising the work of others.</i>	X	0.9	1.0	1.1	1.2
E	<i>The work involves supervisory duties such as scheduling and assigning work, providing advice and direction, making short-term adjustments to staffing allocations, and establishing work standards and monitoring work quality and quantity standards. Personnel responsibilities include recommending for hiring, promoting, and appraising the work of employees.</i>	X	1.3	1.4	1.5	1.6
F	<i>The work involves responsibility to supervise the activities of other employees. It includes establishing goals and objectives, priorities, developing plans, ensuring work quality. Personnel responsibilities include recommending for hiring, promoting, and appraising the work of employees.</i>	X	1.7	1.8	1.9	2.0
<b>NOTES TO RATERS: RESPONSIBILITY FOR DIRECTION</b>						
1.	Employees who are permitted (but not required) to pass work to others, to explain or to elaborate the objective, and to point out errors, are to be assigned to Code A1.					
2.	To qualify for a higher degree, supervisory responsibilities must be a regular and <b>ongoing</b> requirement of the job. Rate incumbents of positions who only perform supervisory duties on an irregular basis (such as replacing a vacationing or sick supervisor) at Code A1.					
3.	Special project employees, as agreed by contract or special agreement, are calculated on the basis of number of persons supervised and the supervisory employee is allocated the appropriate supervision points for the duration of employment of the special project employees. This allocation is limited to the direct supervisory employee.					

### VIII. MENTAL EFFORT

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

Code	The Job Requires Sufficient Mental Effort to:	Benchmark Reference	Num. Class.
A	<p><i>Perform simple work assignments, such as the following or their equivalent, where minimal mental or visual attention is required:</i></p> <ul style="list-style-type: none"> <li>• Reinforce books, and prepare books for further processing by affixing pockets and fly leaves.</li> <li>• Pick up, receive, sort, identify, disburse or deliver papers, supplies; apply postage.</li> <li>• Clean tools, instruments, machines or equipment; lubricate, and replace minor parts.</li> <li>• Clean and secure a building, provide public access.</li> </ul>		Base

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<b>B</b>	<p><b><i>Perform work assignments, such as the following or their equivalent, where light mental or visual attention is required:</i></b></p> <ul style="list-style-type: none"> <li>• File numerically or alphabetically; list words or numbers; post directly; proofread.</li> <li>• Receive visitors and arrange for appointments.</li> <li>• Write routine letters and reports.</li> <li>• Operate simple equipment such as a typewriter, calculator, or office phone system.</li> <li>• Operate simple machines and make simple adjustments.</li> <li>• Use simple survey equipment such as tape, plumb bob, level rod, etc.</li> <li>• Write routine letters or reports.</li> </ul>		<b>.4</b>
<b>C</b>	<p><b><i>Perform work assignments, such as the following or their equivalent, where moderate mental or visual concentration and attention are required:</i></b></p> <ul style="list-style-type: none"> <li>• Keep circulation system operating by registering library borrowers, checking in and checking out resource materials, keeping files and statistics, sending overdue and other notices, and updating suspended borrower's list.</li> <li>• Select or locate codes, prices or other data in established sources, and apply, compare, post or compile into records or reports.</li> <li>• Examine invoices for the purpose of determining propriety of charges by considering pertinent dates, such as receipt of materials, prices, quantities, discount terms, f.o.b. terms.</li> <li>• Prepare invoices by selecting applicable data and combining into finished invoice form.</li> <li>• Operate office equipment such as word processor or personal computer.</li> <li>• Operate light mobile equipment such as a pickup truck.</li> <li>• Set up and test new equipment such as printers, word processors.</li> <li>• Write a non-routine letter or report under general instructions as to content and presentation.</li> <li>• Take and transcribe dictation.</li> <li>• Receive, inspect and disburse stores material.</li> <li>• Determine order points for stores materials by considering such factors as needs, delivery time and present stocks.</li> <li>• Set up and operate all precision surveying instruments such as transits, levels, etc.</li> </ul>		<b>.7</b>
<b>D</b>	<p><b><i>Perform work assignments such as the following or their equivalent where close mental or visual concentration and attention are required:</i></b></p> <ul style="list-style-type: none"> <li>• Assist the public with reader's advisory and reference and children's requests.</li> <li>• Supervise, troubleshoot, and streamline all areas of circulation and work when needed at the circulation desk including checking books in and out, registering patrons, taking changes of address, compiling daily circulation statistics; train Pages and Clerks.</li> <li>• Interpret clients' requirements and determine course of action in terms of established practices, recognize deviations and collaborate to establish new practices.</li> <li>• Interpret and analyze test results to determine disposition.</li> <li>• Interpret descriptive material in order to select codes, prices or other data from established sources, and apply or compile into records, reports or documents.</li> </ul>		<b>1.0</b>

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Assign personnel to ensure optimum utilization.</li> <li>• Prepare comprehensive closing reports in final form, requiring a knowledge of the complete procedure with the responsibility for all phases of the report. Includes the determination of reasonableness of results and investigation of supporting data for content and accuracy.</li> <li>• Write a non-routine letter or report to present established information without instructions as to content or presentation.</li> <li>• Prepare or check detail drawings of equipment or structures from designs, sketches, marked prints or specific information.</li> <li>• Prepare, test and maintain computer programs from detailed specifications.</li> <li>• Perform or plan trades functions involving a knowledge of mechanical or electrical principles.</li> <li>• Perform or plan complex trades functions requiring a knowledge of electronics, steam combustion or metal machining principles.</li> </ul>		
<i>E</i>	<p><b><i>Perform work assignments, such as the following or their equivalent, where high mental or visual concentration and attention is required:</i></b></p> <ul style="list-style-type: none"> <li>• Be responsible for weeding the system' book collection and identify bottlenecks in the work flow of the department.</li> <li>• Provide reference services to library clients; search for information by accessing manual and computerized information retrieval systems; undertake more complex reference and research activities including the synthesis of information.</li> <li>• Determine community needs and develop, publicize, implement, and evaluate children's programs; answer reference questions using more complex reference sources; selects and authorizes the acquisition of children's materials.</li> <li>• Operate all aspects of a library including collecting, storing, lending, and retrieving published information and providing information to users.</li> <li>• Select data from established general sources and apply such data to records or reports where selection and placement require interpretation and analysis of general procedures and knowledge or principles.</li> <li>• Develop, code, test and implement computer programs.</li> <li>• Set up and operate a computer in a multi-terminal system in an on-line or networked environment.</li> <li>• Inspect construction work in progress to assure compliance with specifications and plans.</li> <li>• Perform qualitative/quantitative analysis of a substance where a comprehensive knowledge of the principles of a field is required to select appropriate methods of analysis.</li> <li>• Write specifications in contract or questionnaire form from designs, sketches or general information for purchase or lease of equipment, materials or facilities</li> <li>• Analyze construction prints and field conditions and plan working procedure to establish lines, points, elevations, etc.</li> </ul>		<i>1.4</i>
<i>F</i>	<p><b><i>Perform work assignments, such as the following or their equivalent, where very high mental or visual concentration and attention are required:</i></b></p> <ul style="list-style-type: none"> <li>• As Area Librarian evaluate the library service in each assigned community library with respect to programs, staff, building and collection; give guidance and interpretation of policies and give direction regarding general library operations to assigned community libraries.</li> </ul>		<i>1.8</i>

<i>Code</i>	<i>The Job Requires Sufficient Mental Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
	<ul style="list-style-type: none"> <li>• Analyze, interpret, implement, and evaluate system policies and procedures in order to improve services.</li> <li>• Prepare design layouts and arrangements from general information.</li> <li>• Analyze cost, engineering or technical data, plan method for collecting data, and develop formal recommendations to improve methods or processes which reduce costs or enhance productivity.</li> <li>• Design, develop, implement and document computer systems.</li> </ul>		

## IX. PHYSICAL EFFORT

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

<i>Code</i>	<i>The Job Requires Sufficient Physical Effort to:</i>	<i>Benchmark Reference</i>	<i>Num. Class.</i>
<i>A</i>	<p><i>Perform simple work assignments, such as the following or their equivalent, where minimal physical exertion is required:</i></p> <ul style="list-style-type: none"> <li>• Occasional keyboarding.</li> <li>• Stand or walk for short periods.</li> <li>• Sit with frequent opportunity to get up.</li> <li>• Pick up, sort or deliver papers; apply postage</li> <li>• Occasionally drive a vehicle.</li> </ul>		<i>Base</i>
<i>B</i>	<p><i>Perform work assignments, such as the following or their equivalent, where light physical exertion is required:</i></p> <ul style="list-style-type: none"> <li>• Frequent keyboarding.</li> <li>• Stand or walk for part of workday.</li> <li>• Continuously sit with little opportunity to get up.</li> <li>• Clean tools, instruments, machines or equipment; lubricate and replace minor parts.</li> <li>• Frequently drive a vehicle.</li> <li>• Operate simple machines and make simple adjustments.</li> <li>• Light pushing, pulling, lifting or carrying.</li> </ul>		<i>.3</i>
<i>C</i>	<p><i>Perform work assignments, such as the following or their equivalent, where moderate physical exertion is required:</i></p> <ul style="list-style-type: none"> <li>• Continuously drive a vehicle.</li> <li>• Stand or walk for majority of the workday.</li> <li>• Continuous keyboarding.</li> <li>• Receive, inspect and disburse stores material.</li> <li>• Moderate pushing, pulling, lifting or carrying.</li> </ul>		<i>.6</i>
<i>D</i>	<p><i>Perform work assignments, such as the following or their equivalent, where heavy physical exertion is required:</i></p> <ul style="list-style-type: none"> <li>• Stand or walk for full workday.</li> <li>• Heavy pushing, pulling, lifting or carrying.</li> </ul>		<i>.9</i>

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

- (a) It is the job that is under consideration and not the individuals who work on the job. This plan for classification measures the relative value of the duties performed, without considering abilities of individual employees.

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

## ARTICLE 5 - DESCRIBING & CLASSIFYING THE JOB

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

- (a) The Employer shall prepare, on the form set forth as Exhibit A of this Manual, a proposed job description in accordance with the requirements of Article 4 of this Manual.
- (b) The appropriate Employer representatives and Union representatives of the employees affected shall review the proposed job description and shall attempt to reach agreement thereon. The Union representatives shall have reasonable opportunity to conduct an on-the-job review of the job descriptions, including opportunity for observations of the jobs and discussion of job duties, with workers employed on the jobs involved. The Employer representatives and Union representatives shall each retain a copy of the agreed-to job description.
- (c) Following agreement on the job description, the Employer shall prepare on the form set forth as Exhibit B of this Manual, a proposed job classification in accordance with the requirements of Article 4 of this Manual.
- (d) The appropriate Employer representatives and Union representatives of the employees affected shall review the proposed job classification and shall attempt to reach agreement thereon. The Employer representatives and Union representatives shall each retain two copies of the agreed-to job classification.

**5.2** The Employer and the Union shall designate in writing to each other, their representatives for handling job descriptions and classifications through the required stages. Additionally, and included in such designation, there shall be a referee from the Employer and a referee from the Union. It is agreed that there shall be two representatives from the Employer and two from the Union.

**5.3** If the Employer and Union representatives fail to reach agreement on a job description or job classification, the matter shall be referred to the referees specified in Clause 5.2, who shall attempt to finalize description or classification.

**5.4** In the event of failure of the Employer and Union to reach agreement on a job description or classification after the steps provided, the matter shall be resolved by processing under the provisions of Clause 7.2(c) of this Manual.

**5.5** Finalization of job descriptions and job classifications shall be indicated by the signature of a designated representative of the Employer and a designated representative of the Union.

#### **ARTICLE 6 - APPLYING THE JOB DESCRIPTION & CLASSIFICATION**

**6.1** The descriptions and classifications of jobs, determined in accordance with the foregoing Articles of this Manual, apply to assign each job to its appropriate job class. The Basic Agreement currently in effect establishes the pay rates for each job class and sets forth the necessary provisions to enable application of the established pay rate to the employee who performs the respective job.

**6.2** The weekly pay rates commence with a pay rate for Job Class 0, which is the base or minimum wage or salary rate for the bargaining unit, and progresses upward from that point, from job class to job class.

**6.3** The application of rates in the pay rate scale shall not result in a reduction of take-home pay for any employee whose current rate of pay may be higher than the rate provided for in the pay rate scale. In such event there shall be established for such employee an "*out-of-line differential*" which shall apply to such employee in conformity with the applicable provisions of the Basic Agreement.

#### **ARTICLE 7 - MAINTAINING THE JOB DESCRIPTIONS & CLASSIFICATIONS**

**7.1** It is equally as important to maintain the job descriptions and classifications in constant adjustment to fit new or changed conditions as it is to make accurate determination in the first instance and to make proper application of the resulting rates of pay from day to day. Failure to so maintain the job descriptions and classifications will cause injustice to the employees, or to the Employer, or to both.

**7.2** Provisions for maintaining the job descriptions and classifications and adjusting them to new or changed conditions are as follows.

(a) The agreed upon descriptions and classifications which are in effect as of the date of the Basic Agreement currently in effect and any that may subsequently be agreed upon, in accordance with this Manual, shall continue in effect unless:

- (1) the job content is changed by the Employer to the extent of one full job class or more;
- (2) the description or classification is changed by mutual agreement of the Employer and the Union.

(b) Whenever the Employer establishes a new job or changes the job content of an existing job to the extent of one full job class or more, upwards or downwards, a new job description and classification for the new or changed job shall be established in accordance with the following procedure.

- (1) The Employer will develop a description and classification of the job in accordance with the provisions of this Manual.
- (2) The description and classification will be proposed to the Union for approval through the procedures of Article 5 of this Manual and the standard Wage and/or Salary Rate for the job class to which the job is assigned shall apply effective as set forth in subsection (3) below.
- (3) Except as otherwise provided, the applicable Standard Wage and/or Salary Rate for the respective job class of the job shall become effective as of the date the new job was established or on the date that the job content of an existing job was changed.

- (c) Should the Employer and the Union be unable to agree upon the description and/or classification, the following shall be the procedure.
- (1) The Employer shall install the proposed classification and the Standard Wage and/or Salary Rate for the job class to which the job is thus assigned shall apply effective as set forth in Clause 7.2(b)(3) above.
  - (2) The Union may, within thirty (30) days thereafter, file a grievance alleging the job is improperly described and/or classified under the provisions of this Manual.
  - (3) The dispute shall be processed under the appropriate provisions of the grievance procedure provided in the Basic Agreement.
- (d) Whenever a new job is established or an existing job changed and the Employer does not develop a new job description and classification, the Union may process a grievance under the appropriate provision of the grievance procedure of the Basic Agreement, requesting that a job description and classification be developed and installed in accordance with the provisions of this Manual.
- (e) When the Employer changes a job, but the job content change is less than one full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to enable subsequent adjustment of the job class assignment of the job for an accumulation of small job content changes in accordance with the following.
- (1) The Employer will prepare on the form set forth as Exhibit C of this Manual, a record of each such change to supplement the original job description and classification.
  - (2) Such record will be submitted by the Employer to the Union for approval through the procedures of Article 4 of this Manual except that signature of a change or changes submitted on Exhibit C which amount to less than one full job class shall not preclude reconsideration of such change or changes whenever the Employer or the Union claim that such change or changes, when added to prior change or changes, requires a change in the job classification to the extent of one full job class or more.
- (f) When, and if, job content changes of less than one full job class accumulate to a total of one job class or more:
- (1) the job shall be reclassified to the appropriate job class on the basis of such total accumulation and the reclassification shall become effective from the date of the most recent change in job content;
  - (2) the appropriate Standard Wage and/or Salary Rate shall be effective as of the date of such reclassification; and
  - (3) a new job description and classification shall be established in accordance with Article 5 of this Manual embodying such accumulation of job content changes.
- (g) If the change in job content results in a lower classification of a job, any incumbents of such job, at the date of such lower classification, shall receive an "out-of-line differential" in conformity with the provisions of the Basic Agreement.
- (h) If an existing job becomes vacant and all or parts of the job are subsequently reclassified and it appears that full-time positions may be reduced, prior to implementation, the Employer agrees that the issue will be reviewed by the Labour-Management Committee to determine if mutually acceptable alternatives can be implemented.
- (i) When the Employer changes the identification details relative to a given job, such as name of the department or title, a record as to such change shall be established as follows.

- (1) The Employer shall prepare, on the form set forth as Exhibit C of this Manual, a record of the identification change. The heading of the record shall show the identification details of the job prior to the change, and the changes to be made shall be enumerated under the caption of "*Description Change*".
- (2) Such record shall be transmitted to the Union through the procedure of Article 5 of this Manual.

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

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



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

**APPENDIX 5 - BOOKMOBILE OVERTIME, STATUTORY HOLIDAYS, VACATION**

**Background:** The bookmobile staff *has had* a 3-week cycle with the following pattern:

Weekday	Week 1	Week 2	Week 3
Monday	08	08	08
Tuesday	08	08	12
Wednesday	08	08	11
Thursday	08	10	08
Friday	00	00	00

The hours add up to 105, for an average of 35 hours per week. These shifts are referred to as "*regularly-scheduled hours*".

*Shifts have been rearranged so that there are no regularly-scheduled shifts over 10 hours:*

Weekday	Week 1	Week 2	Week 3
Monday	09	09	09
Tuesday	08	08	10
Wednesday	08	08	10
Thursday	08	10	08
Friday	00	00	00

**Overtime:** Hours worked over 10 in a shift receive the 1.5 overtime rate. Hours worked over 12 receive the 2.0 overtime rate.

Any hours over 105 in the 3-week period, that have not already triggered and received overtime (see above), receive the 1.5 overtime rate *up to and including 113 hours. Any hours over 113 will receive the 2.0 overtime rate.*

**Tracking of Statutory Holidays and Annual Vacation:** Statutory holidays and annual vacation entitlements are converted into hours by using a standard 7-hour day. Then all tracking (adding or deducting) is done on the basis of hours.

At the start of each calendar year entitlements are calculated as follows:

- (a) Each statutory holiday is converted into hours, e.g., 11 holidays are converted into 77 hours.
- (b) Each day's vacation entitlement is converted into hours, e.g., 15 days' vacation entitlement is converted into 105 hours (7 hours x 15 days = 105 hours).

Below are some examples:

(1) *Statutory holiday falling on a workday.* Example: Holiday falls on a day that the bookmobile staff would have worked a 10-hour shift --- 7 hours is entered on the time sheet and either:

- (a) the remaining 3 hours are taken from the statutory holiday or overtime bank and added to that day to bring it up to 10 hours, or
- (b) 3 "*additional*" hours are worked on other workdays in the current or next 3-week cycle (on workdays that don't generate overtime), or
- (c) some combination of (a) and (b).

In any case, the overtime and/or statutory holiday banks are reduced by the appropriate amount and the time sheet explains what was done in the comments section of the day(s) involved.

(2) *Statutory holiday falling on a day of rest.* Statutory holiday pool remains static until the "in lieu" day is taken. When the "in lieu" day is taken, 7 hours is entered on the time sheet and either:

- (a) the remaining 3 hours are taken from the statutory holiday or overtime bank and added to that day to bring it up to 10 hours, or
- (b) 3 "additional" hours are worked on other workdays in the current or next 3-week cycle (on workdays that don't generate overtime), or
- (c) some combination of (a) and (b).

In any case, the overtime and/or statutory holiday banks are reduced by the appropriate amount and the time sheet explains what was done in the comments section of the day(s) involved.

(3) *Annual vacations.* Each day taken off for annual vacations reduces the annual vacation pool by the number of hours that would have been normally worked on that day.

**Tracking Sick Leave:** Sick leave will be accrued and taken on the basis of days, regardless of the length of that day's shift.

**Overtime Calculation for Replacement (Casual) Hours Filled By Other Employees:** Overtime hours on the bookmobile are paid out at regular overtime rates unless a 3-week period is worked by one employee. If a 3-week period is worked, then overtime hours are calculated using the same rules as regular bookmobile staff.

#### **APPENDIX 6 - EARNED DAY OFF**

The Employer agrees to allow for an earned day off program for all full-time bargaining unit members as follows:

- (a) Where there is a request from the Union, the earned day off program will be approved for worksites where it is established that such work schedule will not increase cost or staffing levels nor reduce service delivery.
- (b) The earned day off program shall consist of 7.25-hour workdays (or alternatively a combination of 7.5-hour and 7.0-hour workdays or such other agreed to arrangements) with an additional day off for each 6-week cycle (210 hours of work in the 6-week cycle). If working in a group of individuals who are also in the earned day off program, the days off shall be staggered so as to ensure adequate coverage (i.e., one employee's day off is a Friday and another employee's day off is a Monday).
- (c) Each earned day off must be earned before it can be taken. The extra 15 minutes (or ½ hour) per day can be worked on a shortened lunch hour or at either the beginning or end of the workday (subject to management approval).
- (d) Employees participating shall also be credited for 7.25 hours for statutory holidays, vacation entitlement and sick leave days. Employees participating will "owe" the Employer 1 day after each calendar year that will be scheduled in the following year.
- (e) Employees whose day off falls on a holiday shall have their day off scheduled for the next workday, unless it is not operationally feasible to do so. In any event, the day off shall be rescheduled as soon as operationally possible.
- (f) Annual work schedules that incorporate the earned day off program will be determined by the individual department heads. These schedules will be developed at the beginning of the calendar year and cover the entire year. This, and any changes, shall be subject to management approval.

(g) Employees will endeavour to have non-emergency medical and dental appointments booked on their day off.

(h) Employees participating in the earned day off program shall be considered in concert with the provision in Clause 14.1 and thus these employees will not be entitled to overtime until they have worked more than 7.25 hours (7.5 hours or other agreed to arrangements where such a schedule is used) in a day.

(i) Should the Employer establish that it is no longer operationally feasible to continue with an agreed to earned day off program, the Employer must provide the employees affected, and the Union, with a minimum of 7 days' written notice. Worksites who have chosen to participate in the earned day off program may not opt out before the completion the annual schedule for such program, provided they have advised at least thirty (30) days prior to the renewal date.

(j) The Bookmobile employee whose hours of work are covered under Appendix 5 is specifically excluded from this Appendix.

**APPENDIX 7- VACATION ENTITLEMENT START DATE**

Part-timers who change status to full-time will have their "years of service" pursuant to Clause 18.1 calculated as follows:

(a) From their part-time start date until December 31, 2001, each year on the payroll is counted as a full year regardless of the hours worked;

(b) For any work after December 31, 2001, each year is prorated on the basis of regularly scheduled hours plus any casual hours worked using one thousand eight hundred and twenty (1,820) hours as a "standard year".

Casuals who change status to full-time will be treated as new employees.

The following employees have been grand-parented at the following start dates (employment date):

Employee	Employment Date	Employment Date Casual	Employment Date Part-Time	Employment Date Full-Time
<i>Bainbridge</i>	# <i>October 1, 1980</i>	September 1981	<b>October 1, 1980</b>	March 1, 1983
Baker	March 1, 1974	--	--	<b>March 1, 1974</b>
Boyetchko	# September 1, 1979	--	--	<b>September 1, 1979</b>
Canfield*+	January 1, 1987	<b>January 1, 1987</b>	August 1, 1987	November 1, 1988
Cheema	April 21, 1975	--	--	<b>April 21, 1975</b>
Dopp	April 20, 1998	--	--	<b>April 20, 1998</b>
<i>Dorais</i>	July 27, 1987	--	--	<b>July 27, 1987</b>
Ellingson	October 18, 1999	December 4, 1998	<del>Jan/83 - July/94?</del>	<b>October 18, 1999</b>
Fisher	August 17, 1998	<b>August 17, 1998</b>	November 1, 1998	December 13, 1999
		May 1, 1999		
Gibson	# <i>July 24, 1996</i>	October 24, 1994	<b>July 24, 1996</b>	October 13, 1998

*Italics* = covered under Letter of Understanding 1 - Vacation Entitlement.  
 \* = memo on file - vacation earned as if they had not been laid off.  
 ^ = memo on file entitling her to vacation based on part-time service.  
 + = numerous changes to status.  
 # = one or two changes to status.  
**Bold** = employment date changed due to agreement December 14, 2001.

Employee	Employment Date	Employment Date Casual	Employment Date Part-Time	Employment Date Full-Time
Graham	December 1, 1975	--	--	<b>December 1, 1975</b>
Grevenitis	May 1, 1987	--	--	<b>May 1, 1987</b>
Haywood-Farmer	November 6, 1995	--	--	<b>November 6, 1995</b>
Hewson #	May 6, 1980	--	--	<b>May 6, 1980</b>
Holding	August 19, 1974	--	--	<b>August 19, 1974</b>
Humphreys *+	February 1, 1988	<b>February 1, 1988</b>	March 5, 1990	January 6, 1992
Killick	July 1, 1989	--	--	<b>July 1, 1989</b>
Lejeune	June 26, 1993		June 26, 1993	July 20, 2002
Lockhart	June 1, 1975	--	--	<b>June 1, 1975</b>
Lowenberg	December 16, 2002			<b>December 16 2002</b>
MacDonald	September 1, 1981	--	--	<b>September 1, 1981</b>
Maki	January 4, 2000	--	--	<b>January 4, 2000</b>
Merrick	July 1, 1984	--	--	<b>July 1, 1984</b>
Mulder +	<i>September 1, 1989</i>	April 1, 1988	<b>September 1, 1989</b>	July 24, 1995
Nethery	January 27, 1996		January 27, 1996	July 2, 2002
Newton	<i>June 16, 1995</i>	June 9, 1994	<b>June 16, 1995</b>	April 27, 1998
Parish #	October 12, 1983	<b>October 12, 1983</b>	January 30, 1986	May 1, 1987
Parker ^	<i>August 13, 1983</i>	<b>August 13, 1983</b>	October 5, 1984	April 3, 1995
Powell	July 2, 1974	--	--	<b>July 2, 1974</b>
Prpich	November 4, 1991	--	--	<b>November 4, 1991</b>
Reimer	<i>March 1, 1983</i>	August 26, 1981	<b>March 1, 1983</b>	October 1, 1983
Relkov	September 21, 1999		September 21 1999	August 20, 2002
Simpson	June 22, 1999	June 4, 1996	<b>June 22, 1999</b>	January 29, 2002
Troskot	July 2, 2001	--	--	<b>July 2, 2001</b>

### LETTER OF UNDERSTANDING 1 – VACATION ENTITLEMENT

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

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

Bainbridge, Wendy  
Dorais, Dennis  
MacDonald, Alex

Killick, Michael  
Merrick, Deborah  
Parker, Sharon

Prpich, Jean  
Reimer, Marlene

*Signed December 8, 1995.*

### LETTER OF UNDERSTANDING 2 – SPLIT SHIFTS

The Employer agrees to review the operational hours of the following locations: Ashcroft, Cache Creek, and Logan Lake.

This review will consider changes to the hours of operation to reduce the time between shifts that are split and/or eliminate split shifts.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
John E. Smith, Chief Admin. Officer, TNRD

\_\_\_\_\_  
Geraldine Baker, Bargaining Unit Chairperson

\_\_\_\_\_  
Kevin Kierans, Director of Libraries

\_\_\_\_\_  
LaVerne Bernier, Bargaining Committee Member

\_\_\_\_\_  
Sukh Gill, Director of Finance

\_\_\_\_\_  
Lana Fisher, Bargaining Committee Member

\_\_\_\_\_  
Jacquie Kirkey, Mgr. of Lib. & Supp. Services

\_\_\_\_\_  
Marlene Reimer, Bargaining Committee Member

\_\_\_\_\_  
Dan Bell, Western Industrial Relations

\_\_\_\_\_  
Frank N. Anderson, Staff Representative

### LETTER OF UNDERSTANDING 3 – POST-BARGAINING REQUIREMENTS

During bargaining the Employer identified several issues, as noted below, related to part-time and casual employees. The Union also identified an issue, as noted below, related to substitution opportunities. The Parties agree that the matters listed below will be reviewed by the Labour-Management Committee during the twelve (12) months following ratification of the Collective Agreement. The Labour-Management Committee may subsequently make recommendations to the Parties.

- (a) **Role of Seniority in Promotion/Casual Hours:** An Employer-identified issue, whereby employees with more seniority in hours are being denied promotions and/or casual hours due to their employee status and some employees are seeking to change their status just to achieve the advantage.
- (b) **Scheduling Blocks of Casual Hours:** An Employer-identified issue, whereby the scheduler is required to make several calls to cover one person's leave instead of booking the shifts as one "block" of shifts.
- (c) **Term-Certain Employment:** An Employer-identified issue, whereby government grant money may be available to the Library to hire individuals who are not students for term-certain employment. These funds, should they become available, would provide for work that is supernumerary to the workforce.
- (d) **Substitution Opportunities:** A Union-identified issue, whereby temporary vacancies are being filled with casual hours instead of being offered as substitution opportunities.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ON BEHALF OF THE UNION**

**ON BEHALF OF THE EMPLOYER**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
John E. Smith, Chief Admin. Officer, TNRD

\_\_\_\_\_  
Geraldine Baker, Bargaining Unit Chairperson

\_\_\_\_\_  
Kevin Kierans, Director of Libraries

\_\_\_\_\_  
LaVerne Bernier, Bargaining Committee Member

\_\_\_\_\_  
Sukh Gill, Director of Finance

\_\_\_\_\_  
Lana Fisher, Bargaining Committee Member

\_\_\_\_\_  
Jacquie Kirkey, Mgr. of Lib. & Supp. Services

\_\_\_\_\_  
Marlene Reimer, Bargaining Committee Member

\_\_\_\_\_  
Dan Bell, Western Industrial Relations

\_\_\_\_\_  
Frank N. Anderson, Staff Representative

**LETTER OF UNDERSTANDING 4 – USE OF VOLUNTEERS RE ARTICLE 24**

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

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

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

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

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

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

*Signed December 8, 1995*

#### **LETTER OF UNDERSTANDING 5 - LIBRARIAN EXCLUSIONS**

For the positions of:

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

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

*Signed February 11, 1999.*