

COLLECTIVE AGREEMENT

between

GRAND FORKS PUBLIC LIBRARY ASSOCIATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2254**

July 1, 2005 to June 30, 2008

TABLE OF CONTENTS

PREAMBLE:	1
ARTICLE 1 - DEFINITIONS AND ENTITLEMENTS	2
ARTICLE 2 - RECOGNITION OF THE UNION.....	4
ARTICLE 3 - MANAGEMENT RIGHTS AND RULES.....	6
ARTICLE 4 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES	7
ARTICLE 5 - DISCUSSION OF DIFFERENCES	9
ARTICLE 6 - GRIEVANCE PROCEDURE	10
ARTICLE 7 - BOARD OF ARBITRATION.....	12
ARTICLE 8 – SENIORITY	13
ARTICLE 9 - JOB DESCRIPTIONS, POSTING, VACANCIES AND APPOINTMENTS.....	16
ARTICLE 10 - LEAVE OF ABSENCE.....	19
ARTICLE 11 -HOURS OF WORK, PAYMENT OF WAGES, OVERTIME & CALL-OUTS	21
ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS	23
ARTICLE 13 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT.....	24
ARTICLE 14 - SICK LEAVE	27

ARTICLE 15 - MATERNITY LEAVE/PARENTAL/ADOPTION LEAVE..... 30

ARTICLE 16 – BENEFITS 32

ARTICLE 17 - HEALTH AND SAFETY 35

ARTICLE 18 – VOLUNTEERS 36

ARTICLE 19 – CLOSURE ON SUNDAYS AND STATUTORY HOLIDAYS..... 38

ARTICLE 20 - JOB DESCRIPTIONS 39

ARTICLE 21 - TERM OF AGREEMENT 40

SCHEDULE "A": Wages..... 41

LETTER OF UNDERSTANDING #1 re: Municipal Pension 42

BETWEEN: **GRAND FORKS PUBLIC LIBRARY ASSOCIATION**
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2254**
(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

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

1. To promote the harmonious relations and settled conditions of employment between the Board and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
3. To promote the morale, well-being, and security of Employees in the bargaining unit of the Union;
4. To encourage efficiency in operation;
5. To provide the best possible service to the public.

ARTICLE 1 - DEFINITIONS AND ENTITLEMENTS

1.01 Regular Employees

A regular Employee may be either a full time or part time worker who works a regularly scheduled shift. These Employees accumulate seniority and those who work half time or more are entitled to all benefits outlined in the Agreement. Regular Employees who are not entitled to benefits shall receive 10% of their gross pay in lieu of vacations and statutory holidays.

1.02 Casual Employees

A Casual Employee is an employee who works on an intermittent basis. A Casual Employee shall be entitled to seniority.

1.03 Temporary Employee

Employees hired for a specific period of time. (Not to exceed five (5) consecutive months) in any one year.

1.04 Grievance

A grievance shall mean a formally stated difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof.

1.05 Days

Whenever "days" is used in Article 6, Grievance Procedure, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays, and Statutory Holidays.

1.06 Month

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

1.07 VDI

Video Display Terminal

1.08 Lay-off

A lay-off is defined as the temporary or indefinite separation of a regular employee due to a reduction in the work to be done.

1.09 Recall

The call back of a laid-off employee with recall rights, to a job in the classification from which laid off.

1.10 LTD

Long-term Disability

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

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

2.02 Union Shop

All Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired Employees, shall become members of the Union within thirty (30) days of employment.

2.03 No Discrimination

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

2.04 No Strikes or Lockouts

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

2.05 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.

The Employer shall, during the life of this Agreement deduct, as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each

calendar month to each Employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

The Employer will, at the time of making such remittances, enclose a list of such Employees' names, addresses, full or part-time, male or female. At the same time that the income tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Employee in the previous year, from whose pay cheque deductions are made.

2.06 Shop Steward

The Employer agrees that the Union shall have the right to appoint or elect a Union Steward(s) as required by the Union, and the Union agrees to advise the Employer in writing of these appointments.

- 2.07 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

2.08 Union Security

The Employer agrees that no work or services in the job description of an employee shall be contracted, sub contracted or assigned in whole or in part, to any other plant, person, company or non-unit employee.

ARTICLE 3 - MANAGEMENT RIGHTS AND RULES

3.01 Management Rights

Except as otherwise provided in this Agreement, the Library Board or its delegated officer has exclusive control over the management, supervision and administration of the Library and the direction of its working force with the right to select the Employees and to discipline or dismiss them for proper cause.

3.02 Rules and Regulations

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

ARTICLE 4 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

4.01 The purposes of the following provisions are to preserve job security and stabilize employment and to protect as many regular Employees as possible from loss of employment.

4.02 Notification of Changes

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

4.03 Training Programs

In the event that the Board should introduce new methods or equipment for employee or public use which require new or greater skills than are possessed by employees under the existing methods of operation, all affected employees shall, at the expense of the Board, be given adequate training during a minimum of twelve (12) months or as mutually agreed upon between parties, during which they acquire the skills necessitated by the new methods of operation.

There shall be no decrease in wage or salary rates during the training period of employee nor subsequent to the completion of training. The Board recognizes its obligation to ensure full financial support of training costs, including course fees and material.

Training required by the Board outside of employee's regularly scheduled hours will include compensation for transportation, child care expenses, hours required, and a per diem rate where appropriate if the training is of one (1) day duration. In the

event training requires overnight absences from the employees home, the Employer will pay the hotel costs, the normal working hours for the employee, compensation for transportation, child care expenses and a per diem rate where appropriate.

4.04 Severance Pay

No regular Employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the Employee shall inform the Employer if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with Article 8.

4.05 If the Employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 8 of this Agreement and in the event he/she be rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

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

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

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

4.08 No New Employees

No additional Employees under this Article shall be hired by the Employer until the provisions of Article 4.03 have been met.

ARTICLE 5 - DISCUSSION OF DIFFERENCES

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

5.02 Union General Grievance Committee

The Union shall appoint and maintain a committee to be called the "General Grievance Committee", comprised of Union Steward(s), Union Officer(s), and/or Representative of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee within seven (7) days of formation, in writing. No member of the Committee will be recognized unless the above procedure is carried out.

5.03 Grievance Investigations and Meetings

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

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE

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

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:

The dispute shall be submitted to a Board of Arbitration.

6.02 All replies to grievances shall be in writing.

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

6.04 Where a dispute involves a question of general application, Step 1 of this Article may be by-passed.

- 6.05 Grievances on layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 6.06 At any stage of the grievance or arbitration process, the parties shall have the assistance of any Employee(s) concerned as witnesses, and any other witnesses.
- 6.07 All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 7 - BOARD OF ARBITRATION

- 7.01 Should the Library Board of Trustees and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the Employee(s) concerned, such difference, grievance or dispute shall be referred to a Board of Arbitration.
- 7.02 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer, one (1) to be selected by the Union, and a third mutually acceptable person who shall act as Chairman, to be chosen by the two (2) persons thus selected.
- 7.03 In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.
- 7.04 The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 7.05 Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay one-half (1/2) of the fees and expenses of the Chairman.
- 7.06 A single Arbitrator can be used as long as the parties both agree. The single Arbitrator shall be Vince Ready, or in the event that he is unavailable, another person who is agreed to by the parties.

ARTICLE 8 – SENIORITY

8.01 Calculation of Seniority

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be applied in all areas of this Agreement.

8.02 Probationary Period

A newly hired Employee shall be considered to be a probationary Employee until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be dismissed without recourse to Article 6.01. At the end of such probationary period, an Employee shall be entitled to all rights and benefits of this Agreement and be entered on the seniority list as of his/her original date of employment.

8.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. This list shall be posted on all bulletin boards during the month of January of each year and updating and/or any changes to the list shall be put in writing and forwarded to the Union.

8.04 Promotions, Transfers, Demotions

In the promotion, transfer or demotion of an Employee, the Employer agrees that seniority shall be the determining factor. The senior qualified Employee shall be given preference.

8.05 Transfer Outside of Bargaining Unit

If an Employee is transferred to a temporary position outside the bargaining unit, he/she shall be notified in writing, copied to the Union, of the duration of the temporary period. The Employee, while in the temporary position outside the bargaining unit, shall continue to accumulate seniority and shall be entitled to all benefits of this Agreement, and shall continue his/her membership in the Union. Upon completion of the temporary transfer, the Employee shall be returned to his/her former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position and wage rate without loss of seniority.

However, an Employee who transfers or is transferred or promoted to a permanent position outside the bargaining unit shall lose all seniority in the bargaining unit.

8.06 In all cases of a temporary transfer, both within and outside the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the parties to this Agreement mutually agree to extend the time limit.

8.07 Transfers extending beyond the sixty (60) day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.

8.08 Notwithstanding any of the foregoing, no Employee shall be transferred to a position outside the bargaining unit without his/her consent.

8.09 Reduction of Work Force

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

In the event of a layoff Employee(s) shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform work of classification.

8.10 Advance Notice of Layoff

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

8.11 Recall Procedure

An employee who has received notice of lay-off or reduced hours may bump, up or down, any employee with less seniority providing the employee has the qualifications to perform the duties of the other position without further training and possesses any required certification or licences.

8.12 No New Employees

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

8.13 Loss of and/or Continuing Seniority

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

Sickness, Accident, Layoff, Approved Leave of Absence.

However, Employees shall lose seniority in the event that:

- (a) he/she is dismissed for just cause and is not reinstated.
- (b) he/she resigns in writing and does not withdraw the resignation within two (2) days.
- (c) he/she is absent from work for a period of three (3) working days without sufficient cause and/or without notifying the Employer, unless such notice was not reasonably possible.
- (d) he/she fails to return to work within ten (10) calendar days following a recall notice after a layoff, unless the Employee(s) is/are indisposed due to sickness or other justifiable causes.
- (e) he/she is laid off for a period longer than one (1) year.
- (f) he/she transfers or is transferred or promoted to a permanent position outside the bargaining unit.

8.14 Retention of Seniority During Leave of Absence

It is understood that where the Employer grants time off to an Employee, or a leave of absence pursuant to Article 10, he/she shall not lose seniority rights and shall be entitled to return to his/her job he/she would have held, had not the time off/leave of absence been taken.

ARTICLE 9 - JOB DESCRIPTIONS, POSTING, VACANCIES AND APPOINTMENTS

9.01 Job Descriptions and Classifications

The Employer and the Union agree to establish job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days, in which case the contentious job description(s) shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union to resolve the difference. If the Joint Classification Committee is unable to resolve the difference, then it shall be submitted to the Grievance and Arbitration Procedure pursuant to Article 6 and 7 of this Agreement.

9.02 Notice of New Position

In the event the Employer shall establish any new position, the job description, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of fourteen (14) calendar days, so that all members will be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it will be referred to Arbitration pursuant to Article 7.

9.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Job Classification Committee representatives of the Union or an Employee feels he/she is unfairly or incorrectly classified, during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the Employee first filled that position.

9.04 Elimination or Change of Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the

Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to Arbitration pursuant to Article 7.

9.05 Job Postings

When a new position is created, or when a vacancy of a temporary (of longer than 30 days), or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall, within one (1) week, notify the Union in writing and post notice of the position or vacancy on the bulletin board(s) for a minimum of fourteen (14) days, so that all members will know of the vacancy or new position.

9.06 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to female and male applicants."

9.07 No Outside Advertising

No outside advertisement for any vacancy within the Bargaining Unit shall be placed until the applications of present Union members have been posted internally first.

9.08 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 9.06.

9.09 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period and shall assume the posted job or position within two (2) weeks of such notice. He/she shall be given a trial period of three (3) months,

during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

9.10 Notification to Employee and Union

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

9.11 Promotions Requiring Higher Qualifications

If no Employee is appointed to a new position or a vacancy in accordance with Article 9.08, then promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the position or the vacancy. The Employee will be given an opportunity to qualify within a two (2) month trial period. If the qualifications are not met within this trial period, the Employee shall revert to his/her former position in accordance with Article 9.09. The Employer shall also consider Employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a reasonable training period.

9.12 On the Job Training

The Employer shall inaugurate and maintain a system of "on the job" training so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees shall be allowed regular opportunities to learn the work of other positions during regular working hours by working together with other Employees for temporary periods, without affecting pay of the Employees concerned. Such opportunities for training shall be allocated according to seniority provisions of this Agreement.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Unpaid Leave - General

An Employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

10.02 Union Business Leave

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

Paid Leave

10.03 Bereavement Leave

An Employee shall be entitled to bereavement leave with pay in the event of death of a member of the Employee's immediate family including parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law and son-in-law. Where the bereavement occurs within the boundaries of the Regional District of Kootenay Boundary, three (3) days bereavement leave with pay shall be granted. Where the bereavement occurs outside the boundaries of the Regional District of Kootenay Boundary and the Employee travels to and from the funeral, four (4) days bereavement leave with pay shall be granted. Additional bereavement leave without pay shall be granted upon request, for travelling time or other good and sufficient cause related to the bereavement.

10.04 Compassionate Leave

One-half (1/2) day leave with pay shall be granted an Employee to attend the funeral of a friend.

10.05 Special Leave

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

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

10.06 Educational Leave

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

10.07 Collective Bargaining Leave

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

10.08 Jury and/or Court Leave

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

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

ARTICLE 11 -HOURS OF WORK, PAYMENT OF WAGES, OVERTIME & CALL-OUTS

11.01 The normal hours of work for a full time Employee shall be 7.5 hours per day and 37.5 hours per week. Part time Employees are those who work less than these hours.

The work schedule may be varied by mutual agreement between the Employer and the Union.

11.02 The Employer agrees that Employees can exchange shifts, within their categories, on reasonable notice.

11.03 In all scheduling of working hours, Employees shall not be scheduled to work more than six (6) consecutive days and shall have at least twelve (12) hours free of duty between the termination of one shift and the commencement of the next, unless variations have been mutually agreed upon between the Employer and the Union.

11.04 Wages

a) The Employer shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The Employees shall be paid every second Friday.

b) Employees will opt for Automatic Payroll Deposit.

11.05 Acting Capacity

The Administrator of Support Services shall be the designated replacement in all absences of the Librarian/Administrator. He/she shall receive an additional two dollars (\$2.00) an hour for such absences. To be in effect after one (1) day.

11.06 When an Employee is temporarily assigned to a position paying a lower rate of pay his/her normal rate of pay shall prevail.

11.07 Employees within comparable classifications shall receive equal pay for equal work regardless of sex.

11.08 Overtime Defined

All time worked over seven and one half (7 ½) hours in a day or thirty-seven and one half (37 ½) hours in a week shall be considered overtime.

11.09 Overtime shall be paid at the rate of time and one-half (1½x) for the first hour and double time (2x) thereafter.

11.10 Overtime must be authorized in advance by the Employer, except in emergency situations.

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

11.12 Call-Outs

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

11.13 Any employee who is temporarily required to carry out the duties of a position in a higher classification shall be paid for the period as if promoted to the position.

11.14 An Employee sent home by the Employer, after reporting for a scheduled shift, shall be paid for the entire shift as if worked.

Any employee scheduled for an extra shift shall receive a minimum of twenty-four (24) hours notice if said shift is to be cancelled.

11.15 Additional Hours/Assignment of Hours

a) Part-time employees shall be accorded the first opportunity to work additional hours in order of seniority.

b) If the Employer is unable to fill the absence, the Employer may assign staff (in order of reverse seniority) to the replacement position. However, in this event he/she will be paid his/her own rate of pay or the rate of pay of the position to which he/she is re-assigned, whichever is greater.

ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

12.01 Statutory Holidays

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

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

12.02 An employee who would otherwise work on the day of a statutory holiday as per Article 12.01 shall receive the day off with pay. An employee who works that day shall be paid at double time plus have a day added to their vacation bank. An employee who would not normally work that day shall have a day added to their vacation bank.

12.03 Annual Vacation

All regular Employees shall be credited for vacations earned up to their anniversary date and must use within the following year as follows:

On completion of:

One (1) calendar year	three (3) weeks
Seven (7) calendar years	four (4) weeks
Ten (10) calendar years	five (5) weeks
Fifteen (15) calendar years	six (6) weeks

All employees shall be permitted to carry over one (1) week of vacation entitlement from one seniority year to the next. Additional time may be carried over by mutual agreement.

Employees shall notify the Employer, in writing, of their vacation preference at least two (2) months in advance of the start of the vacation. In case of conflict, employees with higher seniority will have the first choice. If two (2) months notice is not given then vacation will be granted on a "first come first serve" basis.

ARTICLE 13 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

13.01 Right to Have Steward Present

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

13.02 Personnel Records

An Employee shall have the right, during normal working hours, to have access to, and to review his/her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to make copies of any material contained in his/her personnel record.

13.03 Picket Lines

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

13.04 Employer Property

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

13.05 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

13.06 Legal Costs

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court of law, against an Employee, if the Employee is found not guilty of the offence he/she has been

charged with. The costs will also be paid if the Employer is found to be negligent in such cases. It is understood that this clause applies only to a legal action commenced as a result of the Employee performing his/her duties for the Employer.

13.07 Changes in Agreement

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

13.08 Copies of Agreement

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

13.09 Successor Status upon Merger, Amalgamation, Transfer

The Grand Forks Public Library Association hereby recognizes the rights of all employees to be protected by application of Successor Status.

1. In the event the Employer merges, amalgamates, or transfers its services in part or in whole to any other Employer, Board or authority, the Employer agrees that:
 - (a) Employee shall be credited with all seniority rights with the new Employer.
 - (b) All service credits relating to vacation with pay, sick leave, credits and all other benefits shall be recognized by the new Employer.
 - (c) All work and services presently performed by members of CUPE Local 2254-sub Grand Forks Library will continue to be performed by members of this bargaining unit with the new Employer.

- (d) Conditions of employment and wage rates in effect under the terms of the Collective Agreement in effect at the time of the merger, amalgamation or transfer will continue.
 - (e) No employee shall suffer a loss of employment or a reduction of hours of work as a result of such Employer action.
 - (f) For the purpose of this clause, in the event that the Employer ceases operation for a period of time, employees shall retain seniority and recall rights for a period of not less than three (3) years.
2. In the event that the Employer ceases operation either for a period of time or on a permanent basis, employees will be given the option of receiving severance pay at one (1) week for each calendar year of service, not to be less than (6) weeks.

ARTICLE 14 - SICK LEAVE

14.01 Definition

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

14.02 Credits

Sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, cumulative up to a maximum of one hundred and fifty (150) work days.

14.03 Sick Leave Payable

Sick leave is payable only due to the criteria outlined in 14.01. An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days.

14.04 Notification

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

14.05 Sick Leave Records

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

14.06 Extension of Sick Leave

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

14.07 Medical/Dental Appointments

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

14.08 Sick Leaving During Leave of Absence/Layoff

When an Employee on approved leave of absence returns to work, he/she shall be granted sick leave credit not to exceed one and one-half (1½) days, providing the leave of absence was for one (1) month or more. If the leave of absence was for less than one (1) month, then the credit will be prorated. Employees on laid-off status as per Article 8.09 shall retain their cumulative credits but will not accumulate additional credits during the period of layoff.

14.09 Family Illness

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

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

14.10 Workers' Compensation

An Employee prevented from performing his/her regular work/duties on account of an occupational accident that is covered by the *Workers' Compensation Act*, shall receive from the Employer, a supplement equal to the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving his/her regular salary, the Employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the Employee's income tax form (T4). An Employee receiving such supplement shall have his/her accumulated sick leave debited by one-quarter (¼) day, for each day it is received and no Employee

shall receive such supplement for a period longer than his/her accumulated sick leave.

14.11 Handicapped Workers

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

ARTICLE 15 - MATERNITY LEAVE/PARENTAL/ADOPTION LEAVE

- 15.01 Pregnancy shall not constitute cause for dismissal.
- 15.02 On completion of the probationary period, an Employee shall qualify for Maternity Leave and the Board shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.
- 15.03 Employees shall be granted up to twenty-four (24) weeks Maternity Leave of absence without pay. The duration of the Maternity Leave of absence before confinement and subsequent to confinement shall be at the option of the Employee, except that:
- (1) if the Employer believes that the Employee cannot reasonably be expected to perform her duties because of the pregnancy, the Employer may instruct the Employee to take leave of absence until the Employee can provide a certificate from a doctor stating she is able to perform her duties;
 - (2) the leave shall include the six weeks following the actual date of birth of the child unless the Employee gives at least one week's notice and furnishes a certificate from a qualified medical practitioner stating she is able to return to work.
- 15.04 Should an Employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of six (6) months will be granted on production of a medical certificate.
- 15.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 15.06 After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an Employee may choose to receive payment of normal weekly salary from his/her accumulated sick leave benefits if applicable.
- 15.07 An Employee shall give the Board at least two (2) weeks notice/advice of the effective date of the leave, of an extension of the leave, and of her return to work after Maternity Leave of absence and she shall be returned to her former position.
- 15.08 If a pregnant Employee chooses not to work with a VDT, an attempt will be made, in co-operation with the other Employees, to provide her with other work and/or a change of tasks, provided there is no additional cost to the Library. If this cannot

be done, or if the Employee so wishes, leave of absence without pay will be granted to her.

15.09 In addition to maternity leave an employee is entitled to a maximum of thirty-five (35) weeks unpaid parental leave/adoption leave to be taken within one (1) year of the birth or adoption of a child. If both parents are employees of the Library, the maximum combined leave remains at thirty-five (35) weeks.

ARTICLE 16 – BENEFITS

16.01 Employment Insurance

The Employer agrees that all Employees shall remain insurable under the *Employment Insurance Act*.

16.02 The following existing benefit coverage will be continued with the Employer paying fifty percent (50%) of the premiums:

MSP Medical Insurance
Extended Health Insurance
Dental Plan
Vision Care Plan
Group Life Insurance
LTD and weekly indemnity

Your group benefit plan numbers are:

- for dental coverage (Pacific Blue Cross): D53595
- for extended health coverage (Pacific Blue Cross): E53595
- for all other benefits (Great West Life): 335590-Division 2

Your dental and extended health coverage begins following three (3) months of employment, and both coverage end on the last day of the month in which you terminate employment.

All other benefit coverage begins on the first day following completion of three (3) months of continuous employment and ends when you terminate your employment, retire or age seventy (70), whichever occurs earlier. Your Canadian Life benefit coverage continues as long as you work at least twenty (20) hours per week.

Coverage for dependent children is extended to age twenty-five (25) if attending school full time and for life if totally dependent and mentally or physically handicapped.

(a) Extended Health Insurance

The plan pays eighty percent (80%) of eligible expenses after twenty-five dollar (\$25.00) deductible per year. A lifetime maximum reimbursement of one million dollars (\$1,000,000.00) per insured person applies.

(b) Vision Care

Vision care reimbursement up to two hundred and fifty dollars (\$250.00) in a two (2) year period.

(c) Dental

All eligible employees shall participate in a Dental Plan covering:

80% of Plan A

50% of Plan B

50% of Plan C - for dependent children up to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2500.00) per dependent.

(d) Weekly Indemnity Benefits

All eligible employees will be enrolled in a weekly Indemnity Plan and will consist of:

Seventy percent (70%) of weekly earnings to a maximum of three hundred (\$300.00) per week for up to twenty six (26) weeks following the waiting periods of:

- 1) the expiration date of the employee's accumulated sick leave credits and
- 2) 0 days - accident
- 3) 3 days - sickness

(e) Long Term Disability Insurance

All eligible employees will be enrolled in a Long Term Disability Plan. While on Long Term Disability the employee shall continue to accrue seniority and benefits. The Long Term Disability Plan consists of:

Fifty percent (50%) of monthly earnings to a maximum of three thousand dollars (\$3000.00) after an elimination period of one hundred and eighty two (182) days. This benefit is payable to the earlier of sixty (60) months or age sixty five (65) if he has not then received at least twelve (12) months of benefit payments, and is reduced by any benefits received from W.C.B. and Canadian Pension Plan.

f) Group Life Insurance

Upon completion of the probation period all employees shall join the Group Life Insurance. In the event of your death, Group Life Insurance pays your beneficiary a sum of fifty thousand dollars (\$50,000.00). The benefit payable reduces to twenty-five thousand dollars (\$25,000.00) at age sixty-five (65).

(g) Accidental Death and Dismemberment

Pays your beneficiary a sum of fifty thousand dollars (\$50,000.00). The benefit reduces to twenty-five thousand dollars (\$25,000.00) at the age of sixty-five (65).

The Accidental Death and Dismemberment pays you a percentage of the above amount if the accident results in a loss of use or dismemberment.

16.03 Municipal Pension Plan

- (a) All eligible employees after successfully completing probation, shall be covered by the Municipal Pension Plan.
- (b) Employees that are entitled to opt out as per pension plan rules may opt out by signing a waiver.

16.04 Same Sex Spousal Benefits

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

ARTICLE 17 - HEALTH AND SAFETY

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

ARTICLE 18 – VOLUNTEERS

18.01 The parties recognize the role of volunteers with the Library. The typical functions of volunteers are:

1. Helping the public
2. Shelving books
3. Reading shelves
4. Helping with displays
5. Mending books
6. Helping with special projects
7. Helping with story and craft times
8. Tidying newspaper and magazines
9. Other functions as determined by Staff

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

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

1. Volunteers shall not be paid by the Employer.
2. The Employer agrees:
 - (a) That no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
 - (b) That no employee shall be laid off as a result of the Employer utilizing the services of volunteer(s).
 - (c) That no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).

- (d) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.

ARTICLE 19 – CLOSURE ON SUNDAYS AND STATUTORY HOLIDAYS

19.01 The Library will be closed on Sundays and all statutory holidays listed in Article 12.01.

ARTICLE 20 - JOB DESCRIPTIONS

20.01 It is agreed that job descriptions will be jointly reviewed with staff involvement. The resulting job descriptions shall be attached to the back of the collective agreement.

ARTICLE 21 - TERM OF AGREEMENT

21.01 This Agreement shall take effect from July 1, 2005 and shall remain in effect until June 30, 2008, and thereafter from year to year unless written notice of intent to terminate or amend is given by either party to the other party during the three month period before the last day of the Agreement.

IN WITNESS WHEREOF the parties by their authorized representatives have affixed their signatures hereto:

Signed this _____ day of _____, 2005.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association

Canadian Union of Public Employees
Local 2254

cope 491

SCHEDULE "A"

GRAND FORKS PUBLIC LIBRARY ASSOCIATION

	Jan 1, 2004	July 1, 2005 1%	July 1, 2006 1%	July 1, 2007 1.5%
Library Assistant I Circulation Clerk On-call	\$16.84	\$17.01	\$17.18	\$17.43
Library Assistant II Circulation Clerk Circulation Clerk, Internet Services	\$18.13	\$18.31	\$18.49	\$18.77
Library Assistant III Office Manager Supervisor, Technical Services	\$21.69	\$21.91	\$22.13	\$22.46
Page	\$ 8.00/hr *			

*Minimum wage or \$8.00 per hour, whichever is greater.

When an Employee completes the Community Librarian Certificate Program, she/he shall receive an entitlement of \$.75 per hour. Under the new certificate program, an employee will receive the same \$.75 per hour if he/she completes 2 of the 4 units.

Note:

Pages: It is the intent of both parties to provide these job(s) to high school students. Duties: shelving books, reading shelves, light mending, cleaning books, other duties as agreed between the Union and the Employer.

It is understood that the page(s) will be doing the same duties as volunteers (Article 18) however, the hours of the page(s) work will not be reduced by use of volunteers.

LETTER OF UNDERSTANDING #1

RE: Municipal Pension

All eligible employees that receive a pension opt out payment as of June 30, 2005, will continue to receive such payment.

These employees include:

- Jon Sterlind
- Deb Billwiller

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

Dated this _____ day of _____, 2005.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association

Canadian Union of Public Employees
Local 2254

