

2003 - 2006

COLLECTIVE AGREEMENT

between the

VANCOUVER PUBLIC LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391

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THIS AGREEMENT made and entered into as of 2003 January 01,

BETWEEN:

VANCOUVER PUBLIC LIBRARY BOARD
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(hereinafter called the "Union")

PARTY OF THE SECOND PART

1. **RECOGNITION AND SCOPE**

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, being Chapter 212 of the Statutes of British Columbia, 1992;

AND WHEREAS the Union is the bargaining authority for the employees of the Employer employed in the central library and branch libraries in the City of Vancouver, except those excluded by the Labour Code and without restricting the generality of the foregoing, save and except the following:

Assistant Security Coordinator
City Librarian
Director, Branches East
Director, Branches West
Director, Central Library
Director, Corporate Services
Director, Human Resources
Director, Marketing Development & Communications
Director, Systems and Technical Services
Director, Youth Services & Programming
Executive Assistant - (Library)
Human Resources Advisor
Human Resources Assistant
Operations Supervisor (Security)
Purchasing Agent - Library
Security Coordinator
Superintendent of Buildings and Maintenance - Library

THIS AGREEMENT shall constitute the wages and working conditions for employees so certified.

2. TERM OF THE AGREEMENT

This Agreement shall be for a term of four (4) years with effect from 2003 January 01 to 2006 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (1) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (2) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (3) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this agreement.

3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 13 November 1975, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union, nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the employee's first pay cheque. Deductions shall be made in respect of all subsequent months, provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

5. DEFINITIONS

5.1 Regular Employee: means an employee who is employed on a regular full-time basis for 35 hours per week or more as is recognized in the Collective Agreement for a particular class of positions, for an indefinite period of time.

5.2 Part-Time Employee: means an employee who is employed on a regular part-time schedule of weekly hours which is less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

5.3 Temporary Employee: means an employee who is employed pursuant to Clause 8.4 for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring) and is so advised at the time of hire.

5.4 Auxiliary Employee: means an employee who has no scheduled hours but is called in to work from time to time as required.

6. CHANGES AFFECTING THE AGREEMENT

The Employer agrees to instruct the City Librarian that any recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, classifications, work loads or reduction of employment, will be communicated to the Union by the Director at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

7. JOINT COMMITTEES

7.1 The following standing joint committees are established under this Collective Agreement:

(1) Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Librarian.

(2) Union/Management Committee

A Union/Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet on a regular basis to discuss matters of mutual concern excluding matters relating to specific grievances.

(3) Technological Change Committee - as defined under Schedule "D".

7.2 Other ad hoc committees may be established from time to time and, where agreed by Memorandum of Agreement or Letter of Understanding, shall be listed as a schedule to this Agreement for the duration of the committee.

8. WORKING CONDITIONS8.1 Work Week

8.1.1 The normal working hours of Regular Employees are as follows:

Librarians, Library Assistants, Clericals and Bindery Staff: thirty-five (35) hours within a five (5) day week.

Full-time Librarians hired on or before 1992 April 09 who were working a thirty-seven and one-half (37½) hour work week shall be "grandparented" as referenced in Schedule "C", and shall have such longer hours maintained should they be the successful candidate on any posted thirty-five (35) hour Librarian position. Nothing in this paragraph shall prevent a grandparented employee from voluntarily reducing their work week to thirty-five (35) hours or restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

Building Maintenance Worker (Library), Driver - Library Delivery, and Driver - Light Delivery (Library): thirty-seven (37) hours within a five (5) day week.

Assistant Superintendent of Building Maintenance (Library), Trades Maintenance Worker - (Library), Trades Worker (Library), and Building Service Worker I: thirty-seven and one-half (37½) hours within a five (5) day week.

- 8.1.2 The normal working hours for Part-Time, Temporary, and Auxiliary Employees shall be up to eight (8) hours per day and up to forty (40) hours per week.
- 8.1.3 Time worked in excess of the said normal hours shall be paid at overtime rates as set out in Clause 9.4 hereof. The scheduled hours may include night work to meet the requirements of the unit concerned.
- 8.1.4 Except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout, and non-standard work week provisions), employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

8.2 Meals and Rest Periods

- 8.2.1 Lunch or supper period shall be a minimum of one-half (½) hour each.
- 8.2.2 The meal period provided under Clause 8.2.1 shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without a meal period.
- 8.2.3 An employee shall be entitled to two (2) rest periods of ten (10) minutes each to be taken during the normal working day.

8.3 Sunday Staffing

Effective 2003 November 30:

- 8.3.1 A Regular Employee may be required to work a full shift between 9 a.m. and 6 p.m. on Sundays. Where a Regular Employee is scheduled for less than a full shift the difference between time scheduled and a full shift shall be made up during the pay period as agreed between the employee and supervisor. Where the time worked on Sunday is not part of the Regular Employee's regular weekly schedule of work, the employee shall be paid at overtime rates in accordance with Clause 9.4.2.

- 8.3.2 No Regular Employee shall be required to work more than one (1) Sunday in four (4). This Clause 8.3.2 shall not apply to Regular Employees in the Computer Services or Building Maintenance Department or to an employee(s) in the Library Assistant V - Circulation (Sunday Circulation Supervisor) position; however, any such employee hired prior to 1997 August 10 shall not be required to work more than twenty-six (26) Sundays in a calendar year.
- 8.3.3 Notwithstanding Clause 8.3.1 above, Regular Employees hired prior to 2003 November 30 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays. Part-Time and Auxiliary Employees on staff as of 2003 November 30 who become Regular Employees prior to 2007 January 01 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays.
- 8.3.4 The Library will not open to the public on a Sunday that is immediately adjacent to a Public Holiday.

8.4 Posting and Filling Vacancies

- 8.4.1 Effective 2003 November 30, when a regular full-time position vacancy occurs or a new position is created, the Employer shall, for a period of seven (7) days, post notice of the position on all bulletin boards in the Employer's offices and the branches within four (4) weeks of the vacancy. A copy of the notice will be forwarded to the Union. The Employer reserves the right to make lateral transfers of employees to positions without posting after consultation with the employee(s).

Information in Postings: Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

- 8.4.2 The Employer will attempt to provide opportunities for employees to make lateral transfers and consideration shall be given to providing a reasonable training period for such employees. The length of service of any employees will be taken into account when considering a lateral transfer.
- 8.4.3 The procedure in Clause 8.4.1 shall apply to temporary positions which are expected to exceed six (6) months' duration.

Should a Regular Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to the employee's former position without loss of seniority.

- 8.4.4 Positions not previously posted as in Clauses 8.4.1 and 8.4.3 and filled by Temporary Employees will be examined at the end of six (6) months to

ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

- 8.4.5 In filling vacancies the Employer shall give preference to current employees who have applied for the position.
- 8.4.6 Without limiting the Employer's rights pursuant to Clause 4, and notwithstanding any provision of this Agreement, the Employer is not precluded from amending the status of a vacant position, i.e., regular full-time, temporary full-time, regular part-time, and auxiliary, where the quantity of the work changes.

8.5 Probationary Period

- 8.5.1 An employee appointed to fill a vacancy shall be considered to be in a probationary capacity until completion of six (6) months' service.
- 8.5.2 Where an employee is absent for an accumulated total of ten (10) or more working days during the probation period, the Employer may extend the probationary period by the total number of days the employee was absent.
- 8.5.3 If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based upon the original date of appointment. Where a Part-Time Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority.

8.6 Promotional Policy

- 8.6.1 Promotions, transfers and demotions shall be made on the basis of knowledge, skill, ability and seniority with seniority prevailing where knowledge, skill and ability are relatively equal.
- 8.6.2 At the request of the employee the Employer shall provide in writing the reasons for its decision.
- 8.6.3 All promotions are on a probationary basis. Effective 2003 November 30, an employee who is unable to maintain the standards of the new position within a reasonable period not to exceed six (6) months shall revert to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. Any other employee who was promoted or transferred and is displaced by the returning employee shall be returned to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer.

- 8.6.4 Temporary and Auxiliary Employees who have completed at least 913 hours of work in one (1) classification shall, for the purposes of Clause 8.6.1 only, be deemed to have seniority equal to their total number of hours worked.

8.7 Technological Change

8.7.1 Advance Notice

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (1) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and
- (2) alters significantly the basis upon which this Agreement was negotiated.

8.7.2 Arbitration

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (1) affects the terms and conditions, or security of employment, of a significant number of employees to whom this Agreement applies; and
- (2) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 15.3 of this Agreement, by-passing all other steps in the grievance procedure.

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board:

- (1) shall inform the Minister of Labour of its finding; and
- (2) may then or later make any one or more of the following orders:

- (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
- (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (iii) that the Employer reinstate any employee displaced by reason of the technological change;
- (iv) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

8.8 Guidelines for Video Display Terminals

Where an employee is regularly required to operate a terminal on an ongoing basis for a period exceeding three (3) consecutive hours per day, the following guidelines shall apply:

- 8.8.1 When continuous operation of a terminal involving intensive monitoring of a full-display V.D.T. screen exceeds two (2) hours, a relief period of fifteen (15) minutes each two hours shall be provided. Such relief period can be provided at the Employer's discretion either in the form of an alternative work assignment or a rest period.
- 8.8.2 Pregnant employees shall have the option to refuse to operate a V.D.T. Whenever possible, such employees shall be reassigned to another position bearing the same rate of pay.
- 8.8.3 The Employer shall ensure that all ancillary equipment such as tables, chairs and lighting are appropriate with respect to operator health and safety.
- 8.8.4 The Employer shall ensure that all Video Display Terminals are serviced on a regular basis. Terminals found to be injurious to the health of the operator shall be taken out of service until repaired.
- 8.8.5 The Employer shall provide a preliminary eye examination for all employees assigned to perform work involving intensive monitoring of a full-display V.D.T. screen and shall provide annual eye examinations thereafter to all employees continuing to work under such circumstances.

8.9 Layoff

Regular Employees shall be subject to layoff according to the following terms:

- 8.9.1 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group named in Schedule "E", provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- 8.9.2 When a reduction of staff and layoff is to be implemented, those employees working less than normal full-time regular hours per week shall be the first affected.
- 8.9.3 No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding twelve (12) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided, however, that this provision shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- 8.9.4 Advance Notice of Layoff

Except in cases of emergency or other circumstances beyond the control of the Employer, the Employer shall give written notice to Regular Employees who are to be laid off at least fourteen (14) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work during the fourteen (14) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

- 8.9.5 Recall

Regular Employees shall be recalled to positions for which they are qualified in order of their bargaining unit-wide seniority within their classified group. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits.

Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to contact him or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall.

An employee shall report to work at the time specified by the Employer, or in extenuating circumstances, within two (2) weeks of the Employer's initial

attempt to contact him. Each employee on layoff will be responsible for keeping the Employer notified of a current address and/or telephone number where the employee can be reached.

8.9.6 No New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as described in 8.9.5.

8.10 Sexual Harassment

The Employer and the Union agree that Sexual Harassment shall not be tolerated in the workplace.

8.11 Employment Equity

The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

8.12 Daily Guarantee

Effective 2003 November 30:

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours pay at the regular hourly rate.
- (b) Subject to the provisions of subsections (c) and (d), an employee other than a school student (i.e. those who attend a recognized educational institution in B.C.) on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).
- (d) The Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions to a maximum of two (2) occasions per employee per year. This subsection (d) shall not apply on Sundays or Public Holidays.

9. REMUNERATION

9.1 Remuneration

9.1.1 The scale of remuneration set out in Schedule "A" attached hereto shall be applicable during the term of this Agreement. Any changes in salary rates or classifications as outlined in Schedule "A" shall not be put into effect until the Union has been consulted.

9.1.2 Where anomalies as submitted during the negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 15.3 hereof.

9.1.3 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\text{hourly rate} \times \text{bi-weekly hours} = \text{bi-weekly rate (taken to 2 decimal places)}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar)}$$

9.2 Rates for New Positions

Effective 2003 November 30:

Whenever a new position or class of positions is established by the Employer, the Union shall be furnished with a copy of the description of the position or class specification, and advised of the proposed rate of pay and weekly hours of work. Where the Union disputes the proposed rate of pay within thirty (30) calendar days of being advised of the proposed new rate of pay, representatives of the Employer shall meet with the Union to discuss and attempt to negotiate an acceptable rate of pay. The Employer may post and fill the position(s) at any time after the Union has been advised of the proposed rate of pay.

9.3 Pay for Acting Senior Capacity

When an employee temporarily performs the principal duties of a higher paying position, the employee shall receive the first rate in the higher salary range which

exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position.

Employees shall not be paid for performing higher level duties as a result of covering for an employee who is absent due to a compressed work week arrangement.

Appointments of employees to a level of higher responsibility must be authorized in writing by the City Librarian.

9.4 Overtime

Every employee who is required to work overtime shall receive compensating time off in lieu thereof, or, at the discretion of the City Librarian, be paid for such overtime in the following manner:

- 9.4.1 An employee who is required to work overtime in excess of the employee's normal working hours (as set out in Clause 8.1 hereof) shall be paid at one and one-half (1½) times the hourly rate of the employee computed on the basis of the normal working hours. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the hourly rate of the employee computed as aforesaid.
- 9.4.2 An employee who works on the first scheduled rest day immediately following the employee's normal work week shall be paid at the rate of one and one-half (1½) times the employee's hourly rate of pay for the first four (4) hours of work performed and double the hourly rate of pay for the remainder of the time worked on that day, unless the employee has worked the normal work week at the regular rate of pay plus overtime in that week, in which event the employee shall be paid in accordance with Clause 9.4.1. Notwithstanding the foregoing provisions of this Clause 9.4.2., an employee shall be paid double the hourly rate of pay for all time worked on the first scheduled rest day after twelve o'clock noon of that day. An employee who works on the second scheduled rest day following the normal work week shall be paid double the hourly rate of pay for all work performed on that day.
- 9.4.3 An employee who is to receive compensating time off in lieu of being paid overtime shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked (such overtime shall be calculated in the manner set forth in Clause 9.4.1). Provided, however, that on the pay day following the pay period in which September 1st falls in each year of this Agreement, every employee who has accumulated overtime up to and including May 31st of the same year (for which the employee has not been compensated) shall be paid in cash for such overtime at the rate at which it was earned.

An employee shall not take any compensating time off without first receiving the agreement of the supervisor.

9.5 Split Shift

Where the City Librarian requires an employee to split the employee's shift, such employee shall be paid at the employee's regular rate of pay or overtime (as the case may require) for the hours so worked and an additional two (2) hours at straight time by way of a bonus for having to work a split shift. Split shifts shall be completed within twelve (12) hours of commencing such shifts.

9.6 Callout

9.6.1 A "callout" is defined as any situation when an employee is called from the employee's place of residence to work and subsequently to return to such place of residence, outside of the employee's regular hours. Callout time shall be paid at double the hourly rate of the employee. A callout shall be credited as a minimum of two (2) hours including travel time at the rates quoted. One-half (½) hour shall be allowed for the journey each way.

9.6.2 Effective 2003 November 30, when IT/Systems or Building Service and Maintenance employees receive a telephone call and are able to resolve the problem over the telephone (or by computer) and do not have to report to a worksite, the employee shall be paid at double the employee's regular rate of pay for the time actually worked rounded to the nearest quarter (1/4) hour with a minimum payment of one-quarter (1/4) hour.

9.7 Shift Differential

All Regular Employees, except Librarians, shall be paid a standard shift differential of 75¢ per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day, provided that where the majority of an employee's regular hours fall outside the period of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

9.8 First Aid Duties

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	Regular Part-Time &
<u>Full-Time Employees</u>	<u>Auxiliary Employees</u>

OFA Level II	\$85 per month	55¢ per hour
OFA Level III	\$100 per month	65¢ per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

10. EMPLOYEE BENEFITS

10.1 Medical Coverage

10.1.1 Medical Services Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Provincial Government Medical Services Plan.

10.1.2 Extended Health Care Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Extended Health Care Plan. The Extended Health Care Plan has a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (a) effective 2004 January 01, eye exams in the amount of \$75 every two (2) years;
- (b) vision care (maximum payable of \$250.00 (effective 2006 January 01, \$300.00) per person in a twenty-four (24) month period);
- (c) hearing aids (maximum payable of \$700.00 per person in a five (5) calendar year period);
- (d) effective 2003 December 01, oral contraceptives;
- (e) diabetic equipment and supplies, orthopedic shoes (maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), ostomy, and clinical psychologist (maximum payable of \$600.00 per person in a calendar year);

all subject to the provisions of the Plan. The Plan currently has an annual deductible of \$25.00 (increasing to \$50.00 effective 2004 January 01; increasing to \$100.00 effective 2005 January 01).

10.2 Dental Services Plan

A Regular Employee who has completed six (6) months of continuous service shall be covered under the Dental Services Plan, which provides the following services subject to the terms and conditions of the Plan:

- (1) Basic Dental Services (Plan A) paying eighty percent (80%) of the approved schedule of fees;
- (2) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (3) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$3000.00 per person covered for adults and dependent children as defined in the Plan.

10.3 Group Life Insurance

A Regular Employee shall be insured under the Group Life Insurance Plan which includes coverage in an amount equal to one and one-half times (1.5X) the employee's basic salary computed to the next highest \$1,000.00, subject to the terms and conditions of the Group Life Insurance policy. Coverage begins on the first day of the pay period following commencement of employment as a Regular Employee.

10.4 Premiums for Clauses 10.1 - 10.3

The premiums for the Clause 10.1.1 Medical Services Plan, Clause 10.1.2 Extended Health Care Plan, Clause 10.2 Dental Services Plan, and Clause 10.3 Group Life Insurance Plan will be shared with the Employer paying sixty percent (60%) and the employee paying forty percent (40%) of the premiums. The employees' contributions shall be made by payroll deduction. Effective 2004 January 01, the Employer shall pay sixty-five percent (65%) and the employee shall pay thirty-five percent (35%) of the premiums. Effective 2005 January 01, the Employer shall pay seventy percent (70%) and the employee shall pay thirty percent (30%) of the premiums. Effective 2006 January 01, the Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premiums.

10.5 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

10.6 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

10.7 Vancouver Employees' Savings Plan

A Regular Employee shall participate in the Vancouver Employees' Savings Plan.

The employee contributes to the savings plan from the first day of the pay period following appointment until the last day worked.

The Employer contributes one and one-half percent (1.5%) of salary and the employee contributes the same amount by payroll deduction.

10.8 Workers' Compensation

Any Regular Employee who has completed six (6) months of continuous service and whose claim for Workers' Compensation Board (WCB) temporary disability benefits is accepted by the WCB, shall assign all monies received from the WCB to the Employer and the Employer shall pay the employee's approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, gratuity, vacation and overtime credits. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

10.9 Benefit Administration

Subject only to the Letter of Understanding referenced as Schedule 17 in paragraph 2(d) of the Memorandum of Agreement dated 1986 July 3, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.10 Resignation and Re-employment

Effective 2003 November 30:

10.10.1 A Regular Employee who has voluntarily resigned and is re-employed as a Regular Employee within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned

and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement onto the Pension Plan will be in accordance with the Pension (Municipal) Act.

- 10.10.2 When a previous Regular Employee of the Employer is rehired as a Regular Employee within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made will also be considered. The Director, Human Resources will decide the appropriate step in the salary range in each case.

11. PAID LEAVE

11.1 Annual Vacation

Regular Employees shall be allowed paid annual vacation as follows:

11.1.1 Librarians

In the first part calendar year of service vacation will be granted on the basis of one-twelfth ($1/12$) of twenty-two (22) working days for each month or portion of a month greater than one-half ($1/2$) worked by 31 December.

During the second and all subsequent calendar years of service - twenty-two (22) working days.

11.1.2 Library Assistants, Clerical, Maintenance and Bindery Staff

In the first part calendar year of service vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half ($1/2$) worked by 31 December.

During the second up to and including the seventh calendar year of service - fifteen (15) working days.

During the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.

During the sixteenth up to and including the twenty-third calendar year of service - twenty-five (25) working days.

During the twenty-fourth and all subsequent calendar years of service - thirty (30) working days.

- 11.1.3 Regular Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- 11.1.4 Regular Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

PROVIDED THAT:

- 11.1.5 "calendar year" for the purposes of this Agreement shall mean the twelve month period from 1 January to 31 December, inclusive.
- 11.1.6 In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual vacation.
- 11.1.7 A Regular Employee who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act shall be entitled to receive full annual vacation on termination of employment for any reason. All other Regular Employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 11.1.
- 11.1.8 Deferred Vacation

A Regular Employee who is entitled to annual vacation may opt to defer the taking of any number of working days over and above fifteen (15) working days of such annual vacation in any year PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time shall be twenty-two (22) working days in the case of Librarians and shall be twenty (20) working days in the case of all other Regular Employees.

11.2 Long Service Leave for Regular Librarians

During the sixteenth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of twenty-two (22) working days in addition to the annual vacation entitlement set forth in Clause 11.1.1. During the twenty-first, twenty-sixth, thirty-first, and thirty-sixth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of eleven (11) working days in addition to the annual

vacation entitlement set forth in Clause 11.1.1. Employees must use their long service vacation prior to the year when the next long service vacation is granted.

11.3 Supplementary Vacation for Regular Employees Other than Librarians

A Regular Employee (except Librarians) shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which the employee is entitled under Clause 11.1.2 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies. The employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

For purposes of clarification an explanatory note and table is attached hereto as Schedule "B".

11.4 Public Holidays

11.4.1 Regular Employees are entitled to a holiday with pay for the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by City Council to be a civic holiday.

11.4.2 When a public holiday for which an employee is entitled under Clause 11.4.1 falls on the scheduled day off of such an employee, the employee shall be granted an equivalent time off with pay. The time off shall be scheduled within two (2) months following the public holiday at the convenience of the unit concerned.

11.4.3 A Regular Employee who is required to work on a public holiday shall be paid double the employee's regular rate of pay for all hours worked on the holiday and shall be granted another day off with pay in lieu of the public holiday.

11.5 Sick Leave

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

- 11.5.1 An employee who has completed the first thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if such employee has been advanced sick leave with pay under this Clause and leaves the service of the Employer for any reason prior to the completion of six (6) months of continuous service the advance payment shall be repaid to the Employer by deduction from the employee's pay cheque.
- 11.5.2 An employee, on completing the first six (6) months' continuous service, shall be credited with sick leave allowance of ten (10) working days. Each employee shall be credited with an additional ten (10) working days of sick leave semi-annually on June 30 and December 31, except where the sick leave is earned for a period of less than six (6) months, in which case a credit of one and one-half (1½) days will be provided for each full month of service, but no credit shall be given for a part of a month.
- 11.5.3 In the event that an employee exhausts their sick leave credits and is subsequently ill prior to receiving the next semi-annual sick leave credit, the employee shall have the option to receive an advance of one and one-half (1½) days of sick leave per completed month of service, such advance(s) to be deducted from the next semi-annual credit.
- 11.5.4 The maximum sick leave accumulation shall be two hundred and sixty-one (261) working days.
- 11.5.5 Sick leave credits earned by an employee during the time that the employee is absent on sick leave shall not be credited to the employee unless the employee returns to work for at least five (5) consecutive working days.
- 11.5.6 The sick leave allowance for any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the sick leave allowance to the nearest half (½) day for each excess month or portion of a month greater than one-half (½).
- 11.5.7 Any employee who is ill and expects to be absent by reason of such illness shall advise the employee's supervisor of such absence as soon as possible, normally by starting time on the first day away.
- 11.5.8 All absences by an employee on sick leave shall be deducted from the sick leave standing to the credit of the employee at the commencement date of each absence.
- 11.5.9 Deductions are not made for absences resulting from accidents on the job for which the employee is covered by Workers' Compensation.

11.5.10 Deductions from sick leave shall be on the basis of the actual time absent measured to the nearest whole hour, provided that absences of less than two (2) hours shall not be deducted.

11.5.11 Deductions are made from accumulated sick leave credits for all paid absence due to sickness.

11.5.12 Sick Leave Recovery

Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

11.5.13 Family Illness

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein. The use of sick leave days for family illness will affect the calculation of an employee's Gratuity benefits in Clause 11.6.

11.6 Gratuity Plan

Regular Employees shall be entitled to the following gratuity benefits:

11.6.1 Employees shall be credited with a gratuity of three (3) calendar working days for each calendar year of service in which no sick leave is taken. Gratuity days are calculated as of December 31 in each calendar year. The maximum gratuity days that may be earned for each calendar year of service are three (3) working days.

- 11.6.2 For each working day that an employee is absent on sick leave in any one calendar year the number of gratuity days to which the employee would be otherwise entitled hereunder in that year shall be reduced by one (1) working day but not exceeding three (3) working days. Such absences on sick leave shall not be set off against any gratuity days earned by the employee in any prior or subsequent calendar years.
- 11.6.3 Effective 2003 November 30, an employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; provided however that:
- (a) The minimum gratuity leave which shall be taken shall be one (1) day and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
 - (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.
- 11.6.4 Subject to Clause 11.6.3, an employee shall be entitled to payment in cash for accumulated gratuity days if the employee retires or the service of the employee is terminated for any reason.
- 11.6.5 For the purpose of calculating gratuity benefits all references to working days shall be converted to hours on the basis of the number of hours applicable to an employee's working day and deductions shall be made on the basis of the actual time absent.
- 11.6.6 EI Rebate

The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

11.7 Compassionate Leave

- 11.7.1 In the event of the death of the spouse (including common-law spouse and same-sex partner), child, brother, sister, parent, parent-in-law, grandchild or grandparent of an employee, leave of absence with pay may be granted to that employee for a period not to exceed three (3) working days upon application to, and approval by, the City Librarian. The City Librarian's approval shall not be unreasonably withheld.

11.7.2 Effective 2003 November 30, any employee who qualifies for compassionate leave without loss of pay under Clause 11.7.1, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.

11.8 Court Attendance and Jury Duty

An employee called to serve as a juror or as a witness will be allowed time off with pay at the employee's regular rate of pay during the period of such duty, provided that any remuneration for such duty performed by the employee during the employee's working hours shall be remitted to the Employer.

12. UNPAID LEAVE

12.1 Leave of Absence

Requests by employees for leaves of absence without pay for up to six (6) months may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Requests shall be submitted on a form, provided by the Employer, to the Human Resources Department. Employees on a leave of absence may request extensions of up to six (6) additional months which may be considered on the same basis as set out above.

12.2 Maternity and Parental Leave

12.2.1 Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

12.2.2 Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

12.2.3 Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in 12.2.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

12.2.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph 12.2.4(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph 12.2.2(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

12.2.5 Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

12.2.6 Maternity Supplementary Employment Insurance Benefits

Effective 2003 November 30:

- (1) Birth mothers who are Regular Employees, Temporary Employees who have completed one year of continuous full-time service, or Part-Time Employees, and who are entitled to maternity leave as provided for in Clause 12.2 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

Temporary Employees who are working full-time and who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.

- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does

not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

13. ABSENCE FROM DUTY OF UNION OFFICIALS

- 13.1 All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- 13.2 With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount plus an additional flat rate of twenty-five percent (25%) (thirty percent (30%), effective 2003 November 30; thirty-five percent (35%), effective 2005 January 01) of the wage or salary to offset the cost of benefits paid by the Employer while such representatives are on leave of absence. For employees on full-time Union leave the flat rate shall be fifteen percent (15%) (twenty percent (20%), effective 2003 November 30) and the parties shall make separate arrangements for vacation, sick leave and public holidays. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- 13.3 Upon application to, and upon receiving the permission of the City Librarian in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined in Clause 15 of this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- 13.4 Upon application to, and upon receiving the permission of the City Librarian in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress.
- 13.5 Upon application to, and upon receiving the permission of the City Librarian in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

- 13.6 The Employer agrees that any full-time officer of the Union who is on leave of absence without pay for the purpose of performing the duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority than the employee or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- 13.7 The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- 13.8 The Union shall provide the Employer with a list of its elected officers, Job Stewards and any other official representatives. This list shall be kept current by the Union at all times.

14. RIGHTS AND BENEFITS FOR OTHER THAN REGULAR EMPLOYEES

14.1 Part-Time Employees

14.1.1 Pay

Part-Time Employees shall be paid in accordance with Schedule "A" to this Agreement plus benefits or a percentage in lieu of benefits pursuant to Clause 14.1.2.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Part-Time Employees shall be based on the number of hours served by a full-time employee for such eligibility.

A public holiday will be treated as a normal working day for Part-Time Employees. Part-Time Employees who work on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

Part-Time Employees who desire an increase in scheduled working hours shall so advise Human Resources in writing.

14.1.2 Benefits and Percentage in Lieu of Benefits

- (a) A Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (1) a payment of 10% of regular earnings in lieu of vacation and public holiday pay;
 - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Part-Time Employees; and
 - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Part-Time Employees who have worked the equivalent of six (6) months shall have

such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.

- (d) Upon the completion of six (6) calendar months of employment, all Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Employees are entitled, provided that a Part-Time Employee shall not be paid the 10%, 12%, or 16% of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Part-Time Employees unless expressly stated in this Clause.

14.1.3 Seniority and Layoff

There shall be a separate seniority list for Part-Time Employees.

Part-Time Employees will be placed on the Part-Time Seniority List upon completion of the equivalent number of hours to the probation period for the classification in which they are employed. Such time shall be computed from their date of hire by the Employer. Once listed, seniority for Part-Time Employees will be based on hours worked.

Where a Regular Employee becomes a Part-Time Employee without a break in service and subsequently qualifies to be placed on the Part-Time Seniority List, the employee's Full-Time seniority shall be included in calculating the employee's Part-Time seniority.

A revised seniority list shall be posted yearly by the fifteenth day of June with seniority effective the last pay period in April.

After such posting, each list shall become final with respect to the employees designated therein, except as to any employee who disputes under the Grievance Procedure the accuracy of their seniority date within fifteen (15) working days after the list is posted. Grievances under this paragraph shall be given directly to the Director, Human Resources.

An employee shall lose seniority for the following reasons:

- (1) if the employee quits,
- (2) if the employee is discharged for cause,
- (3) if the employee is absent from work due to being laid off for a period exceeding three (3) months.

For a Part-Time Employee, layoff will be defined to occur when all regularly scheduled weekly hours cease.

Layoffs and recall after layoffs for Part-Time Employees shall be carried out in accordance with terms similar to those laid out for Regular Employees in Clause 8.9 and the classified groups named in Schedule "E". Prior to a layoff being implemented, the matter will be discussed with the Union.

It will be the employee's responsibility to provide a current address and telephone number to the Employer.

14.2 Temporary Employees

14.2.1 Pay

Temporary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. Effective 2003 November 30, Temporary Employees who have worked 1200 hours within two (2) consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings. No other benefits will be provided to such employees.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Temporary Employees, shall be based on the number of hours served by a full-time employee for such eligibility.

A public holiday will be treated as a normal working day for Temporary Employees. Temporary Employees who work on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours.

Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

14.2.2 Benefits for Temporary Employees with One Year of Continuous Work in a Full-Time Capacity

Effective 2003 November 30, after completing one year of continuous work in a full-time capacity, a Temporary Employee shall be entitled to all benefits applicable to a Regular Employee without serving any further waiting periods.

14.2.3 Seniority

Temporary Employees shall have no seniority rights. A record shall be kept of their hours worked and if such an employee is successful in an application for regular full-time or part-time work, the hours worked as a Temporary Employee shall be included in any computation of service, once the employee has otherwise qualified to appear on the Full-Time or Part-Time Seniority List.

14.3 Auxiliary Employees

14.3.1 Pay

Auxiliary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. No other benefits will be provided to such employees. Employees who have worked 1200 hours within two consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings.

Where pay ranges exist, eligibility for advancement from one step to the next (increment), for Auxiliary Employees shall be based on the number of hours served by a full-time employee for such eligibility.

A public holiday will be treated as a normal working day for Auxiliary Employees. Auxiliary Employees who work on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

14.3.2 Seniority

Auxiliary Employees shall have no seniority rights. A record shall be kept of their hours worked and if an employee is successful in an application for regular full-time or part-time work, the hours worked as an Auxiliary Employee shall be included in any computation of service, once the employee has otherwise qualified to appear on the Full-Time or Part-Time Seniority List.

14.4 Re-employing Part-Time, Temporary and Auxiliary Employees

Effective 2003 November 30:

14.4.1 Employees who leave service for reasons other than termination for cause, and are subsequently re-employed within one (1) year from the date of leaving shall be reinstated at their previous percentage in lieu of benefits, their accumulations for increments at the various pay grades reinstated and shall be

credited with their previous accumulation of hours towards a change in the percentage in lieu of benefits or waiver of benefit waiting periods.

- 14.4.2 A Temporary Employee who was in receipt of benefits and who leaves service for reasons other than termination for cause, and is subsequently re-employed within one (1) year from the date of leaving for a Temporary assignment that is three (3) months or more of full-time work, shall immediately be placed back on benefits with no further waiting periods. If re-employed as an Auxiliary or any other Temporary assignment, the employee will receive sixteen percent (16%) in lieu of benefits. Any previously accumulated hours for increments at the various pay grades shall be reinstated.

15. GRIEVANCE PROCEDURE

15.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with, without stoppage of work, in the following manner:

15.1.1 Step One

The employee shall, within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or became known, submit in writing to the head of the division, branch, section or department, the full particulars of the alleged violation including the clauses of this Agreement allegedly violated, the date and circumstances of the incident and the remedy sought.

Should the parties be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance, the employee may refer the matter to the appropriate Director within a further fourteen (14) calendar days.

15.1.2 Step Two

The appropriate Director shall meet with the employee within fourteen (14) calendar days of such referral. Should the appropriate Director be unable to effect a settlement within fourteen (14) calendar days of such meeting, the employee may refer the matter to the City Librarian within a further fourteen (14) calendar days.

15.1.3 Step Three

The City Librarian shall meet with the Union's representative and the employee within fourteen (14) calendar days of such referral. Should the City Librarian be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to the Employer within a further fourteen (14) calendar days.

15.1.4 Step Four

The Employer shall meet with the Union within fourteen (14) calendar days of such referral. Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to Arbitration pursuant to Clause 15.3 for final and conclusive settlement without stoppage of work within a further fourteen (14) calendar days.

15.1.5 Extensions to the above time limits shall be allowed by mutual consent of the parties.

15.1.6 An employee may have a representative of the Union attend at any meetings held pursuant to this Clause.

15.2 Policy Grievances

Effective 2003 November 30:

15.2.1 When a “dispute”, as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, or involves more than one (1) employee, the matter may be submitted in writing by the Union to the Director, Human Resources or, alternatively, by the Employer to the Union within thirty (30) calendar days of the date on which the incident giving rise to the dispute occurred or became known.

15.2.2 The Director, Human Resources and the Union will meet and discuss the grievance within fourteen (14) calendar days of the notification of the grievance.

15.2.3 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.

15.2.4 If a satisfactory settlement is not reached between the Director, Human Resources and the Union, the grieving party may refer the matter to the City

Librarian (or the Union where applicable) within fourteen (14) calendar days of the response.

- 15.2.5 The City Librarian and the Union Representative will meet and discuss the grievance within fourteen (14) calendar days of the referral under Clause 15.2.4.
- 15.2.6 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- 15.2.7 If the grievance is not resolved through the above process and the grievance was filed by the Union, the Union may refer the grievance to Step Four of the Grievance Procedure within fourteen (14) calendar days of the response. If the grievance is not resolved through the above process and the grievance was filed by the Employer, the Employer may refer the grievance to Arbitration pursuant to Clause 15.3 within fourteen (14) calendar days of the response.

15.3 Arbitration

A Board of Arbitration shall consist of three (3) persons, one (1) to be chosen by each party; the third, who shall be chairperson, to be selected by the two (2) so appointed. The two (2) representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairperson. If they are unable to agree upon, or otherwise fail to appoint a chairperson, either party may apply to the Minister of Labour to appoint a chairperson. In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson. By mutual agreement, the parties may agree to a single Arbitrator in place of a three-person Arbitration Board.

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

It is agreed that any working conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Agreement.

17. SCHEDULES

It is agreed between the parties hereto that the Schedules "A", "B", "C", "D", "E", and "F" attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF the Employer has caused these presents to be signed by the Chairperson and the Secretary of the Employer and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf.

SIGNED ON BEHALF OF THE
VANCOUVER PUBLIC LIBRARY BOARD:

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL
391:

Chairperson

President

Secretary

Vice-President

Date

Date

SCHEDULE "A"

This is Schedule "A" referred to in
Clauses 9.1, 14 and 17 of this Agreement

VANCOUVER PUBLIC LIBRARYPAY RATES

Effective 2003 January 01 - 2006 December 31

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
061		Accounting Clerk I	14
1371		Accounts Payable/Receivable Clerk	16
2005		Administrative Assistant - Library	17
1330		Administrative Assistant – Youth Services & Programming	18
583		Book Mender	11
593	(y)	Building Maintenance Worker (Library)	(1)15
621	(c)	Building Service Worker I	13
1360		Cataloguing Assistant - Technical Services	17
540	(y)	Driver, Light Delivery (Library)	(1)15
549		Duplicating/Supplies Clerk	13
1505		Events Coordinator	19
1490		Events Service Assistant	11
1401		Graphics Technician	21
577	(c)	Librarian I	21
578	(c)	Librarian II	24

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
579	(c)	Librarian III	26
580	(c)	Librarian IV	28
2251	(c)	Librarian V	30
2190	(c)	Librarian – Resources and Services	26
573		Library Assistant I	10
571		Library Assistant II	12
556		Library Assistant III	13
562		Library Assistant IV	15
565		Library Assistant V	17
554		Library Assistant VI	18
542		Library Assistant VII	19
1452		Library Assistant - Home Delivery & Taped Books	14
1383		Library Technician I	15
2025		Library Technician II	18
2024		Library Technician – Language Collection	17
1409		Marketing, Development and Communications Coordinator	21
1497		Network Technical Specialist	26
1385		Office Support Clerk	11
1439		Research Assistant - Library	17
560		Shipping Clerk I (Library)	11

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
559		Shipping Clerk II (Library)	14
2157		Student Librarian	15
551		Supervisor - Accounting	26
8288	(c)	Supervisor, Building Services and Maintenance	21
557		Supervisor - Systems Group	26
1389	(c)	Systems Librarian	26
8289		Systems Support Assistant	17
550		Systems Support Technician	22
1489	(c)	Trades Maintenance Worker - Library	19
1488	(c)	Trades Worker - Library	20

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

Class No.	Notes	Class Title	Effec. Date	Pay Rates										
584		Book Binder I	A	27.15										
			B	27.83										
			C	28.53										
			D	29.39										
581		Book Binder II	A	20.38										
			B	20.89										
			C	21.41										
			D	22.05										
1396	(y)	Driver, Library Delivery	A	20.55										
			B	21.06										
			C	21.59										
			D	22.24										
575		Supervisor - Bindery	A	31.26										
			B	32.04										
			C	32.84										
			D	33.83										
				<u>50%</u>	<u>56%</u>	<u>62%</u>	<u>68%</u>	<u>75%</u>	<u>81%</u>	<u>87%</u>	<u>93%</u>			
582	(F)	Apprentice Book Binder I	A	13.58	15.20	16.83	18.46	20.36	21.99	23.62	25.25			
			B	13.92	15.58	17.25	18.92	20.87	22.54	24.21	25.88			
			C	14.27	15.98	17.69	19.40	21.40	23.11	24.82	26.53			
			D	14.70	16.46	18.22	19.99	22.04	23.81	25.57	27.33			
				<u>60%</u>	<u>70%</u>	<u>80%</u>	<u>90%</u>							
585	(E)	Apprentice Book Binder II	A	12.23	14.27	16.30	18.34							
			B	12.53	14.62	16.71	18.80							
			C	12.85	14.99	17.13	19.27							
			D	13.23	15.44	17.64	19.85							

SCHEDULE "A" (cont'd)Footnotes:

- (c) Works 37½ hour work week, when applicable.
- (y) Works a 37 hour work week.
- (E) Salary based on Book Binder II rate, increasing at 6 month intervals according to the following percentages: 60%, 70%, 80%, 90%.
- (F) Salary based on Book Binder I rate, increasing at 6 month intervals according to the following percentages: 50%, 56%, 62%, 68%, 75%, 81%, 87%, 93%.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

Employees shall receive one pay grade for fluency in an extra language, when applicable.

VANCOUVER PUBLIC LIBRARYPAY RATESEffective 2003 January 01 - 2006 December 31

KEY: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	13.60	14.15	14.70	15.27	15.90
	B	13.94	14.50	15.07	15.65	16.30
	C	14.29	14.86	15.45	16.04	16.71
	D	14.72	15.31	15.91	16.52	17.21
10	A	14.15	14.70	15.27	15.90	16.53
	B	14.50	15.07	15.65	16.30	16.94
	C	14.86	15.45	16.04	16.71	17.36
	D	15.31	15.91	16.52	17.21	17.88
11	A	14.70	15.27	15.90	16.53	17.18
	B	15.07	15.65	16.30	16.94	17.61
	C	15.45	16.04	16.71	17.36	18.05
	D	15.91	16.52	17.21	17.88	18.59
12	A	15.27	15.90	16.53	17.18	17.90
	B	15.65	16.30	16.94	17.61	18.35
	C	16.04	16.71	17.36	18.05	18.81
	D	16.52	17.21	17.88	18.59	19.37
13	A	15.90	16.53	17.18	17.90	18.63
	B	16.30	16.94	17.61	18.35	19.10
	C	16.71	17.36	18.05	18.81	19.58
	D	17.21	17.88	18.59	19.37	20.17

SCHEDULE "A" (cont'd)

KEY: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
(1)15	A	16.35	17.00	17.69	18.42	19.17
	B	16.76	17.43	18.13	18.88	19.65
	C	17.18	17.87	18.58	19.35	20.14
	D	17.70	18.41	19.14	19.93	20.74
14	A	16.53	17.18	17.90	18.63	19.38
	B	16.94	17.61	18.35	19.10	19.86
	C	17.36	18.05	18.81	19.58	20.36
	D	17.88	18.59	19.37	20.17	20.97
15	A	17.18	17.90	18.63	19.38	20.19
	B	17.61	18.35	19.10	19.86	20.69
	C	18.05	18.81	19.58	20.36	21.21
	D	18.59	19.37	20.17	20.97	21.85
16	A	17.90	18.63	19.38	20.19	21.03
	B	18.35	19.10	19.86	20.69	21.56
	C	18.81	19.58	20.36	21.21	22.10
	D	19.37	20.17	20.97	21.85	22.76
17	A	18.63	19.38	20.19	21.03	21.90
	B	19.10	19.86	20.69	21.56	22.45
	C	19.58	20.36	21.21	22.10	23.01
	D	20.17	20.97	21.85	22.76	23.70
18	A	19.38	20.19	21.03	21.90	22.81
	B	19.86	20.69	21.56	22.45	23.38
	C	20.36	21.21	22.10	23.01	23.96
	D	20.97	21.85	22.76	23.70	24.68
19	A	20.19	21.03	21.90	22.81	23.76
	B	20.69	21.56	22.45	23.38	24.35
	C	21.21	22.10	23.01	23.96	24.96
	D	21.85	22.76	23.70	24.68	25.71

SCHEDULE "A" (cont'd)

KEY: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
20	A	21.03	21.90	22.81	23.76	24.76
	B	21.56	22.45	23.38	24.35	25.38
	C	22.10	23.01	23.96	24.96	26.01
	D	22.76	23.70	24.68	25.71	26.79
21	A	21.90	22.81	23.76	24.76	25.79
	B	22.45	23.38	24.35	25.38	26.43
	C	23.01	23.96	24.96	26.01	27.09
	D	23.70	24.68	25.71	26.79	27.90
22	A	22.81	23.76	24.76	25.79	26.86
	B	23.38	24.35	25.38	26.43	27.53
	C	23.96	24.96	26.01	27.09	28.22
	D	24.68	25.71	26.79	27.90	29.07
23	A	23.76	24.76	25.79	26.86	28.02
	B	24.35	25.38	26.43	27.53	28.72
	C	24.96	26.01	27.09	28.22	29.44
	D	25.71	26.79	27.90	29.07	30.32
24	A	24.76	25.79	26.86	28.02	29.22
	B	25.38	26.43	27.53	28.72	29.95
	C	26.01	27.09	28.22	29.44	30.70
	D	26.79	27.90	29.07	30.32	31.62
25	A	25.79	26.86	28.02	29.22	30.43
	B	26.43	27.53	28.72	29.95	31.19
	C	27.09	28.22	29.44	30.70	31.97
	D	27.90	29.07	30.32	31.62	32.93
26	A	26.86	28.02	29.22	30.43	31.74
	B	27.53	28.72	29.95	31.19	32.53
	C	28.22	29.44	30.70	31.97	33.34
	D	29.07	30.32	31.62	32.93	34.34

SCHEDULE "A" (cont'd)

KEY: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
27	A	28.02	29.22	30.43	31.74	33.12
	B	28.72	29.95	31.19	32.53	33.95
	C	29.44	30.70	31.97	33.34	34.80
	D	30.32	31.62	32.93	34.34	35.84
28	A	29.22	30.43	31.74	33.12	34.53
	B	29.95	31.19	32.53	33.95	35.39
	C	30.70	31.97	33.34	34.80	36.27
	D	31.62	32.93	34.34	35.84	37.36
29	A	30.43	31.74	33.12	34.53	36.00
	B	31.19	32.53	33.95	35.39	36.90
	C	31.97	33.34	34.80	36.27	37.82
	D	32.93	34.34	35.84	37.36	38.95
30	A	31.74	33.12	34.53	36.00	37.58
	B	32.53	33.95	35.39	36.90	38.52
	C	33.34	34.80	36.27	37.82	39.48
	D	34.34	35.84	37.36	38.95	40.66

* Except as otherwise stated, eligibility for advancement from one step to the next (increment) shall be based on the satisfactory completion of the following time periods:

Pay Grades 9 to 14: 6 months eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 months eligibility.

Pay Grade 15: 6 months eligibility to move from step 1 to step 2; thereafter 12 months eligibility.

Pay Grade 16 and above: 12 months eligibility.

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2003 November 12:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "B"

This is Schedule "B" referred to in
Clauses 11.3 and 17 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

The figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days* of supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example: An employee hired in 1993 is in the eleventh (11th) calendar year during 2003. The employee in 2003 will be credited with five (5) supplementary working days which may be taken at any time between 2003 and 2007. In 2008 the employee will be credited with a further five (5) supplementary working days, etc.

* Entitlement in working days is based upon a five-day work week.

SCHEDULE "B" (cont'd)

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "C"

This is Schedule "C" referred to in
Clauses 8.1.1 and 17 of this Agreement

LIBRARIANS GRANDPARENTED WITH A THIRTY-SEVEN AND ONE-HALF HOUR
WORK WEEK

The following are those Librarians who have been grandparented with a thirty-seven and one-half (37½) hour work week. Nothing in this Schedule shall prevent a grandparented employee from voluntarily reducing their work week to thirty-five (35) hours or to restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

S. Bridgman	D. Esparo	D. Meadwell	M. Tryon
M.A. Cantillon	S. Overall	C. Middlemass	V. Voth
T. Carr	S. Flaherty	J. Morris	B. Walker
T. Clark	W. Graham	M. Pye	J. Walker
O. Craster	A. Haaf	T. Quigley	C. Wang
G. Cribdon	D. Jones	J. Schick	S. Watson
J. Cull	A. Kyler	M. Simmons	J. White
R. Dahlie	S. Lomax	K. Stewart	L. Woodcock
C. Durston	A. Martin	S. Teahan	J. Wynne-Edwards
R. Dutton	M. Matthews	J. Tomkins	
M. Eaglesham	P. McMurtry	Y. Tosa	

SCHEDULE "D"

This is Schedule "D" referred to in
Clauses 7.1 and 17 of this Agreement

INTRODUCTION OF THE AUTOMATED CIRCULATION, ACQUISITION AND
CATALOGUING SYSTEMS

LETTER OF UNDERSTANDING

BETWEEN:

VANCOUVER PUBLIC LIBRARY BOARD
(the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(the "Union")

Further to Article 8.7, "Technological Change", the parties agree as follows regarding the introduction of the Automated Circulation, Acquisition and Catalogue Systems:

1. That a Standing Committee comprised of an equal number of Employer and Union Representatives, such number not to exceed five from either party, shall be formed to meet and attempt to resolve all problems affecting the terms and conditions and security of employment, as established by the Collective Agreement, affecting one or more Regular Employees.
2. That the changes will result in no layoff of Regular Employees.
3. That if retraining is necessary to facilitate a resulting reassignment, the Employer will determine the level of training required and will provide for such retraining at no cost to the employee.

SCHEDULE "E"

This is Schedule "E" referred to in
Clauses 8.9.1, 14.1.3 and 17 of this Agreement

LAYOFF AND RECALL CLASSIFIED GROUPS

In the event of a layoff, Regular Employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group, namely:

Professional

All librarians

Clerical

All Accounting Clerks
All Administrative Assistants
All Library Assistants
All Library Technicians
Cataloguing Assistant - Technical Services
Duplicating/Supplies Clerk
Events Coordinator
Events Service Assistant
Graphics Technician
Marketing, Development & Communications Coordinator
Network Technical Specialist
Office Support Clerk
Research Assistant - Library
Shipping Clerk I and II
Supervisor - Accounting
Supervisor - Systems Group
Systems Support Assistant
Systems Support Technician

Bindery

Book Binder Apprentice I and II
Book Binders I and II
Book Mender
Supervisor - Bindery

Building Service and Maintenance

SCHEDULE "E" (cont'd)

Building Maintenance Worker I
Building Service Worker I
Driver - Library Delivery
Driver - Light Delivery
Supervisor, Building Services and Maintenance
Trades Maintenance Worker (Library)
Trades Worker - Library

SCHEDULE "F"

This is Schedule "F" referred to in
Clause 17 of this Agreement

LETTER OF UNDERSTANDING

BETWEEN:

VANCOUVER PUBLIC LIBRARY BOARD
(the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(the "Union")

TEMPORARY ASSIGNMENT OF BARGAINING UNIT MEMBERS TO EXCLUDED
POSITIONS

The Employer and the Union agree as follows:

- (a) No bargaining unit member shall be required to accept a position outside the bargaining unit;
- (b) A bargaining unit employee may accept a temporary assignment to an excluded position for a maximum of one year, unless a longer period is agreed to by the Union. Such agreement shall not be unreasonably withheld;
- (c) A bargaining unit employee who has been temporarily assigned to an excluded position shall pay an amount equal to union dues and shall continue to accrue seniority for the duration of the temporary assignment;
- (d) The employer must notify the Union in writing when a bargaining unit employee accepts a temporary assignment to an excluded position exceeding six months;
- (e) When the temporary assignment is completed the bargaining unit employee shall return to their previous position if the temporary assignment was for less than six (6) months. For assignments of six (6) months or longer the bargaining unit employee shall return to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. If there are no such positions available, the provisions of clause 8.9 (Layoff) of the Collective Agreement shall apply.

SCHEDULE "F" (cont'd)

Signed on 12th November, 2003

For the Employer:

For the Union:

"Paul Whitney"

"Peter DeGroot"

"J. Burgess"

"Audrey M. Fennema"