



***COLLECTIVE AGREEMENT***

between the

***WEST VANCOUVER MEMORIAL LIBRARY BOARD***

and the

***WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION***

**2004 January 01 to 2007 December 31**

***Errors and omissions will be addressed by the parties.***

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THIS AGREEMENT made the first day of January, TWO THOUSAND AND FOUR (2004)

BETWEEN:

**THE WEST VANCOUVER MEMORIAL LIBRARY BOARD**

(hereinafter called the "Board")

of the First part

AND:

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

(hereinafter called the "Association")

of the Second part

**ARTICLE 1 — GENERAL**

**1.01** WHEREAS the Board approves and recognizes the Association as the sole bargaining agency certified under *Labour Relations Code of British Columbia* for Employees of the Board except those excluded under the said code;

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement, the following shall so apply:

**1.02 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, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

**ARTICLE 2 — TERM OF THE AGREEMENT**

**2.01** This Agreement shall be for a term of four (4) years with effect from 2004 January 01 up to and including 2007 December 31, and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the *Labour Relations Code of British Columbia*.

- 2.02** It is agreed that Section 50(2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply during the term of this Agreement.
- 2.03** If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

### **ARTICLE 3 — ASSOCIATION SECURITY**

- 3.01** It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Board shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular Association dues.
- 3.02** Provided that each Employee has signed an "Application for Association Membership" form and has signed a "Fees and Dues Authorization" form, and provided that such "Fees and Dues Authorization" form is not revoked, in writing by the Employee, the Board will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.
- 3.03 Copies of the Agreement**
- (a) The Board agrees to print and provide copies of the Collective Agreement to all Employees in the bargaining unit as of the date of such printing. The cost of printing such copies will be shared equally between the Board and the Association.
  - (b) The Board agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
  - (c) The Board will, at no cost to the Association, provide a copy of the Collective Agreement to Employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

### 3.04 Crossing of Picket Lines

- (a) In the event that any Employee of the Board, other than those covered by this Agreement, engage in a legal strike or where Employees of another Employer in a labour dispute engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines.
- (b) Failure to cross a picket line such as that referred to Sub-section 3.04 (a) by the Employees covered by this Agreement shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- (c) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Board.
- (d) In cases of emergency as decided by the Board, the Association agrees to waive the right of refusal to cross the picket line as outlined in Sub-section 3.04 (a) for the number of Employees required to remedy such emergency.

## ARTICLE 4 — DEFINITIONS

### 4.01 The Employees of the Board shall be in seven categories:

- (a) A **Permanent Full-time Employee** is an Employee who is employed on a Full-time basis of thirty-five (35) or thirty-seven and one-half (37-1/2) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, and Temporary Full-time Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.
- (b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (a) above but which are one of the following:
  - (i) twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position,
  - or
  - (ii) twenty-one and one-half (21-1/2) hours or more per week for a classification established as a thirty-seven and one-half (37-1/2) hour per week position

for an indefinite period of time and who has completed a Probationary Period of the same duration as a Permanent Full-time Employee in the same position, i.e. either six (6) or twelve (12)

months, consisting of satisfactory continuous service in any established position.

- (c) **Probationary Employee** shall mean and include an Employee employed during the first twelve (12) months of service in any established position.

The probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for:

- (i) the following positions which shall be six (6) months:
- Library Assistant I
  - Library Assistant II
  - Building Maintenance Worker I
  - Shelver
- (ii) existing Employees, with a minimum twelve (12) months equivalent Full-time service, filling any Permanent Full-time vacancy shall be limited to a maximum six (6) month probationary period provided that one or more of the following criteria are met:
- A. previous experience in similar position(s) within the Memorial Library - and/or
  - B. previous related experience elsewhere - and/or
  - C. a combination of education and experience
- (d) A **Temporary Employee** is a Full-time or a Part-time Employee employed for a position which is not established; provided always that no Employee may remain a Temporary Employee after the expiration of twelve months' continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.
- (e) A **Replacement Temporary** is used to fill a need created by the extended absence of a permanent employee. There is no vacant position created by these leave situations.

It is recognized that in cases such as maternity leave or sick leave, prior knowledge of the length of absence or illness may not always be available. In the case of sick leave, a Permanent Employee may be released by their physician to return to work with very little, if any, prior notification to the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months are not applicable to Replacement Temporary Employees.

- (f) An **Extended Term Temporary** is used for individuals hired for a term specific project that is known at the outset to be of greater than twelve (12) months duration. Examples discussed include new capital projects and other initiatives with estimated end dates, or where there is a need to hire an individual to provide a specific service for a term that goes beyond the existing “temporary Employee” category twelve (12) month time frame. “Extended Term Temporary” positions are not positions required for an indefinite period of time, and will be addressed on a case-by-case basis.

If the originally anticipated term date needs to be altered, it would be through consultation and concurrence of the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months is not applicable to Extended Term Temporary Employees.

- (g) A **Casual Employee** is any other Employee working less than the number of hours shown in (b) above. The Director of Library Services is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in (b) above; it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of six months in time.

#### **4.02 Job Sharing**

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District’s Job Share Program Policy. The written agreement shall be signed by the Director of Library Services or designate, WVMEA, and the affected Employees.

#### **4.03 “Gender”**

The Masculine Gender, wherever used herein shall also mean and include the Feminine, unless the context otherwise requires.

#### **4.04 Municipal Pension Plan**

Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act* apply to the Employer and its Employees who participate in the Plan. This Plan is referred to as the Municipal Pension Plan in this Collective Agreement.

**ARTICLE 5 — REMUNERATION**

**5.01** (a) The scales of remuneration set out in Schedule “A” shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

- January 1, 2004 .....2.5%
- January 1, 2005 .....2.5%
- April 1, 2006 All hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:
  - i. 3%
  - or
  - ii. three percent (3.0%) plus one-half (1/2) of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, B.C. exceeds three percent (3.0%) for the twelve (12) month period ending on 2006 February 28. 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.
- 2007 .....Pattern settlement of first four identical Municipal (GVRD) wage settlements including effective date.

**Retroactive Pay**

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2004 and 2007 pay increase is to be paid out, will automatically receive any retroactivity due to them. Individuals who were of “permanent” employment status, but are no longer employed by the Board at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other Employees no longer employed by the Board at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The Board will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

- (b) Salaries listed in Schedule "A" are shown in hourly rates of pay.
- (c) **Overpayments and Underpayments Due to Administrative or Other Error**

Where an Employee has been overpaid as a result of administrative or other error, the Board will reach an agreement with the individual to manage reasonable and timely repayment of the overage. Where the overpayment is over the amount of one hundred dollars (\$100) or where a group of Employees is involved, the Association will be informed. It is understood that there will be no interest charged on overpayments. Where the error is clearly obvious to the Employee, it is the responsibility of the Employee to inform the Employer of the error.

Where an Employee has been underpaid as a result of administrative or other error, the Board will endeavour to correct the error in the pay period following becoming aware of the error.

#### **5.02 Eligibility for Increments: Permanent Full-time and Permanent Part-time Employees**

- (a) Time periods for eligibility for Increments shall be six (6) months of satisfactory performance for movement from Step 1 to Step 2 and from Step 2 to Step 3 of Pay Grades 9 to 14 and for movement from Step 1 to Step 2 of Pay Grade 15. All other time periods shall remain unchanged at twelve (12) months of satisfactory performance.
- (b) Increments for Permanent Part-time Employees will be granted on the basis of the successful completion of every eighteen (18) months of employment.

#### **5.03 First Aid Premiums**

First Aid Premiums shall be established and paid to designated holders of WCB-approved First Aid Certificates as follows:

Level 3	Sixty-five (65) cents per hour
Level 2	Fifty-five (55) cents per hour
Level 1	No premium

#### **5.04 Pay for Acting in a Senior Capacity**

- (a) Except as provided in Sub-section 5.04 (c), Temporary appointments to a higher position must be authorized in writing by the Department Head concerned.
- (b) When an Employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the Employee normally holds, the Employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior

position which represents an increase over the Employee's normal rate. If the acting appointment is known to be three (3) consecutive months or longer from the outset, any paid leave taken during the period will be paid at the higher rate. If the acting appointment becomes three (3) consecutive months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to 5.04(b) *Pay for Acting in a Senior Capacity*, and does not include paid leave taken from an overtime bank.

- (c) Except where circumstances prevent prior approval being granted, acting pay has to be approved prior to the actual work being carried out and further that payment, except in terms of longer than two (2) weeks duration, will be made after the term has been completed. In cases where an Employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.
- (d)
  - (i) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the Temporary appointment so as to allow the Employee to fully execute the Exempt Staff duties.
  - (ii) No leave of absence will be required where the Employee is:
    - A. Appointed to act for ten (10) consecutive working days or less, or
    - B. Required also to perform some or all of their regular classified bargaining unit duties.

## **ARTICLE 6 — CHANGES IN WORKING CONDITIONS**

- 6.01** The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads, classification or reduction of employment, will be communicated to the Association at such interval before they are approved by the Board as to afford the Association reasonable opportunity to consider 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 Board.

## **ARTICLE 7 — STUDENT EMPLOYMENT**

Students and youths employed by the Board shall be paid as shown in 7.01 and 7.02 below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7.03 below:

- 7.01** Students and youths working as replacements in established Association positions will be paid the established rate for the job.
- 7.02** Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project funded rates. Funded rates will also be paid to students and youths working on special projects where the applied for government funding was not approved.
- 7.03** In addition to the payment of wages outlined in 7.01 and 7.02 above, students and youths shall qualify only for four percent (4%) Vacation pay and statutory holiday pay as outlined in this Collective Agreement in Sections 11 and 12 respectively.

## **ARTICLE 8 — FILLING VACANCIES**

- 8.01** Except as shown in Section 14 Layoff, the Board agrees that before filling any position which has become vacant, and all new positions being created or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Memorial Library and in such other places as may be agreed upon for seven (7) days before such vacancy is filled. It is further agreed that the Board will forward a copy of all postings relative to this Article to the Business Manager of the Association.

## **ARTICLE 9 — BENEFITS FOR PERMANENT EMPLOYEES**

- 9.01** It is hereby agreed that the following Employee benefits will be continued for the term of this Agreement as below:
  - (a) For all Employees except Permanent Full-time and Permanent Part-time Employees see Schedule "B".
  - (b) (i) **Permanent Full-time Employees**

All Permanent Full-time Employees will be eligible for benefits, upon the completion of three (3) months continuous service. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in benefits as described below.

**(ii) Permanent Part-time Employees With Less Than Six (6) Months Service**

All Permanent Part-time Employees who have worked less than six (6) months of continuous service shall be entitled to receive twelve percent (12%) of regular salary in lieu of benefits.

**(iii) Permanent Part-time Employees With Over Six (6) Months Service - Options**

Permanent Part-time Employees who have worked six (6) months of continuous service as a Part-time Employee and who regularly work twenty (20) or more hours per week, shall be provided with a one (1) time choice between receiving an additional percentage of regular salary in lieu of all benefits or actual benefits coverage as described below.

At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

All Permanent Part-time Employees who have worked six (6) months, shall be entitled to the same Bereavement Leave, Pregnancy Leave, Adoption Leave and Jury-Witness Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid Leave of Absence.

**(iv) Permanent Part-time – With Benefits**

Permanent Part-time Employees who complete six (6) months continuous service and who opt for benefit coverage shall commence such coverage on the first (1st) day of the month immediately following the completion of six (6) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of six (6) months continuous service and the commencement of benefit coverage. The Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for benefits.

In any case where an eligible Employee opts for benefits coverage, the Library Board will contribute its contractual portion

of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums.

## **9.02 Extended Health Benefit**

- a. Details of Plan coverage are available on WestNet.
- b. Deductible - effective July 1, 2004, the Extended Health Care Benefit annual deductible will be increased from twenty-five dollars (\$25) to fifty (\$50) dollars per annum. Effective January 1, 2005, the Extended Health Care Benefit annual deductible will be increased from fifty (\$50) dollars to one hundred (\$100) per annum.
- c. The lifetime maximum of the Plan is one hundred thousand (\$100,000) dollars. Effective July 1, 2004 the lifetime maximum will increase to one million (\$1,000,000).
- d. The Board's share of premiums for the Extended Health benefit shall be seventy-five percent (75%) with the Employee's share being twenty-five percent (25%), or as per Section 9.01 (b)(iv).
- e. Effective January 1, 2005, the \$10 limit for the five paramedical services no longer covered by the MSP will be removed.
- f. The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will provide a maximum claimable benefit of Two Hundred Dollars (\$200) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. Effective July 1, 2004 the maximum claimable benefit will increase to Two Hundred and Fifty Dollars (\$250) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan.

## **9.03 BC Medical Plan**

The Board's share of premiums for those Employees participating in the Medical Plan shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%) or as per Section 9.01 (b)(iv).

## **9.04 Group Life Insurance**

The Board's share of premiums for the Group Life Insurance benefit shall be sixty percent (60%) of the total premium and the Employee's share shall be forty percent (40%) of the premium or as per Section 9.01 (b)(iv).

Life insurance coverage shall be equivalent to twice one year's salary, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is two hundred and ten thousand dollars (\$210,000).

Age sixty-five (65) or over - Coverage terminates at age 65.

### **9.05 Long-term Disability (LTD)**

The Long-term Disability Plan provides protection against total loss of earnings due to health reasons. The Board's share of premiums shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%) or as per Section 9.01 (b)(iv).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

### **9.06 Dental Plan**

(a) The Board's share of premiums shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%), or as per Section 9.01 (b)(iv).

(b) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost for basic services. Effective January 01, 2005, Plan A will be amended from six (6) month to nine (9) month visits for adults (six [6] month visits for children remain).

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics (up to a lifetime maximum of fifteen hundred dollars [\$1,500]) per dependent child. Effective January 01, 2005, Plan C the lifetime maximum will be amended to two thousand five hundred dollars (\$2,500) per dependent child.

### **9.07 Municipal Pension Plan**

(a) Compulsory enrollment is required when a Permanent Employee who is age eighteen (18) or older reaches the earlier of:

(i) The date on which the Employee's probation period is successfully completed, or

(ii) The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position.

(b) Subject to the relevant section of the *Public Sector Pension Plans Act* the Board agrees to participate as to one-half (1/2) the cost determined by the Commissioner of the Municipal Pension Plan to extend the pensionable service of a member covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the West

Vancouver Memorial Library and which has not previously been considered as pensionable service.

This benefit shall be subject to the following conditions:

- (i) Only a member with a vested interest in the Municipal Pension Plan and who has reached the minimum age of Retirement as defined in the *Public Sector Pension Plans Act* shall be eligible; and
  - (ii) A member who wishes to take advantage of this benefit shall give at least six (6) months notice in writing in advance of the date at which they wish to retire and make such arrangements as may be necessary with regard to their own contribution.
- (c) Municipal Pension Plan contributions shall commence [for those qualified under the terms of the *Public Sector Pension Plans Act*] on the first day of the pay period following eligibility should an Employee so elect to contribute to the Pension Plan.
- (d) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

#### **9.08 Retirement**

- (a) On retiring on or between the minimum and maximum Retirement ages of sixty (60) and sixty-five (65) respectively, a Superannuated Employee shall receive one month's pay, computed at their classified rate of pay for the calendar month immediately preceding the date of Retirement.
- (b) On retiring on or between the minimum and maximum retirement ages of 60 and 65 respectively, an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their rate of pay for the calendar month immediately preceding the date of Retirement, for each complete consecutive period of twelve (12) months continuous service to a maximum of one month's pay.
- (c) Employees returning to work following Retirement from the workforce must return as a Casual or Temporary Employee and not be returned to their vacated position.
- (d) Retirement payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time Employee's date of retirement.

## 9.09 Sick Leave Plan

- (a) After three (3) completed calendar months continuous service, Probationary and Full-time Employees shall be granted Sick Leave with pay on the basis of one and one half (1 ½) days per month (maximum eighteen [18] days per calendar year), cumulative to a maximum of two hundred and fifty (250) working days, retroactive to the first calendar month of employment.

For current Employees, as at April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of two hundred and eighty (280) working days. Once the level of days drops below two hundred and fifty (250) working days, Employees can only earn back to a maximum of two hundred and fifty (250) working days.

For Permanent Part-time Employees who opt for benefits coverage, accumulation of Sick Leave credits will commence from the first (1st) day of the month immediately following the completion of six (6) months continuous service. Sick Leave credits will be based on one and a half (1 ½) days per month, pro-rated. Maximum accumulation of sick leave credits will be based on two hundred and fifty (250) days annually, pro-rated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.

Annual Sick Leave credits for Permanent Part-time Employees will be pro-rated and reduced in the same manner and subject to the same provisions as set out for Permanent Full-time Employees.

Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- (ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (iii) Cumulative absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (b) A Medical Certificate may be required as proof of sickness.
- (c) In the event of extended medical absence, if the Employer requires medical certification of ability to return to work, the Employer will pay for the cost of the certificate.

### **9.10 Illness in the Family**

Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness, an Employee, upon approval of the Employee's Department Head, may be granted up to two (2) accumulated sick leave days per 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. For Permanent Part-time Employees, any deductions will be based on a maximum of two days pro-rated.

### **9.11 Workers' Compensation Benefits**

- (a) In Workers' Compensation cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Municipality from the Employee's Sick Leave Bank, but only to the extent that Sick Leave credits remain in the Employee's Sick Leave Bank. Deductions from an Employee's Sick Leave Bank referred to in this sub-section shall not result in a deduction from the Employee's Gratuity Allowance.
- (b) While an Employee is absent on Workers' Compensation Wage Loss Benefits the wage loss cheque from the WCB shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality. If the net adjusted pay received by an Employee by way of Workers' Compensation Income Continuance benefits is below that pay which they would have received had they been working, the District will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.
- (c) While in receipt of Workers' Compensation Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which the WCB calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Employment Insurance which presently are not deductible from WCB

Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WCB Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (b) above.

- (d) The Board agrees that where an Employee's Workers' Compensation Income Continuance adjusted net pay is below that which the Employee would have received had they been working a 'top-up' of earnings will be made in accordance with Sub-sections 9.11 (a), (b) and (c) above.

### **9.12 Third-party Liability Provision**

- (a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received Sick Leave benefits. The Employee shall give permission to the ensuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employee's Sick Leave Bank and credit the Employee's Sick Leave and Gratuity Banks for the number of days represented by the payment.
- (b) Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third-party claim.

### **9.13 Graduated Return to Work**

The Board's return-to-work program is a voluntary program on the part of the Employee and the Board, and may only be entered into if medically warranted and authorized.

### **9.14 Gratuity Plan**

- (a) Effective April 1, 1999 current Employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused annual banked Sick Leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999, new Employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused annual banked Sick Leave for the first (1<sup>st</sup>) year;
- 5% of unused annual banked Sick Leave for the second (2<sup>nd</sup>) year;
- 12% of unused annual banked Sick Leave for the third (3<sup>rd</sup>) year and beyond.

Gratuity Credits can be withdrawn in whole or in part after five (5) years of continuous service in cash or, on approval of the Director of Library Services, as additional vacation. Gratuity credits can be accumulated to a maximum total of 120 days.

- (b) Payment of the Gratuity in cash shall be computed at the time of withdrawal as follows:

$$\textit{Gratuity Hours Withdrawn} \times \textit{Current Hourly Rate}$$

### **9.15 Past Service Recognition Plan**

- (a) The Past Service Recognition Plan (PSRP) shall apply only to Permanent Employees hired on or before 1987 December 31. The Plan shall not apply to any Employees hired on or after 1988 January 01.
- (b) PSRP pay shall be paid to all eligible Permanent Full-time Employees on the basis of the greater of sixty dollars (\$60) or one half day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible Employees shall receive PSRP pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time Employees shall qualify for a pro-rated PSRP benefit on the same basis as eligible Permanent Full-time Employees.
- (c) PSRP pay shall be pro-rated in cases where an Employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.

### **9.16 Inability to Perform Duties**

- (a) On receipt of medical advice voluntary permanent reduction in the classification of an Employee for health reasons or voluntary temporary reduction in the classification of an Employee during pregnancy shall be paid at the rate for the lower classification, provided no other appropriate work can be found at the Employee's usual classification. The Association shall be advised before any proposed changes are made.
- (b) Upon receipt of medical advice that the Employee is capable of returning to their former duties, the Employee shall return to their former duties but no later than one week of their submitting such medical advice to the Director of Library Services.
- (d) Voluntary permanent reduction in classification for non-medical reasons may be considered, but each case will be judged on its own merits. Where such a reduction is approved by the Director of Library Services, the Employee shall be governed by Sub-section 9.16 (a) above. Only when a vacancy exists will an Employee be allowed to apply for a move back to their previous positions level.

## ARTICLE 10 — LEAVES OF ABSENCE

### 10.01 Association Business

Upon application and upon receiving permission of the Director of Library Services or appointed substitute in each case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, such decision shall be subject to the review of the Board.

### 10.02 Bereavement Leave

- (a) Any Permanent Full-time Employee and Temporary Full-time Employee who has completed six (6) months of employment, may be granted Bereavement Leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the Employee for at least one year and who is publicly represented as the member's spouse;
  - (ii) in the case of the death of any other relative if living in the Employee's household; or
  - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (b) Any Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02 (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Sub-sections 10.02 (a) and (b) herein shall be submitted to the Director of Library Services who will determine and approve the number of days required in each case.
- (d) An Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02 (a) herein may be granted such leave when on Annual Vacation if approved by the Director of Library Services. An Employee who is absent on Sick Leave with or without

pay or who is absent on Workers' Compensation, shall not be entitled to such Bereavement Leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Director of Library Services, an Employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Sub-section 10.02 (a).

### **10.03 Pregnancy and Parental Leave**

- (a) Length of Leave

- (i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay.

Pregnancy Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and can not be parceled into separate periods.

- (ii) *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 the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

- (iii) *Extensions – Special Circumstances:*

A Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay beginning immediately after the end of the Parental Leave.

- (iv) The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave, shall be fifty-two (52) weeks (including a two [2] week waiting period). Please refer to Employment Insurance Pregnancy, Parental and Sickness Benefits for more details.

(b) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Pregnancy Leave shall provide their Department Head with written notice and a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such notice and certificate shall be provided no later than four (4) weeks before the day the Employee proposes to begin leave. A Medical Certificate form is available from the Human Resources Department or the District's WestNet.
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Pregnancy Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) Where a pregnant Employee gives birth before requesting Pregnancy Leave or before commencing Pregnancy Leave, the Pregnancy Leave will be deemed to have started on the date of the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a shorter period must be given in writing at least two weeks before the date the Employee proposes to return to work and must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide written notice with as much notice as possible and will be required to provide evidence of entitlement to leave.

(c) Return to Work

- (i) An Employee who has been granted Pregnancy Leave or Parental Leave or Adoption Leave shall notify their Department Head at least four (4) weeks before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.

- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the West Vancouver Memorial Library.
- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Pregnancy Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.
- (iv) Employees requesting to work in a shorter period of time as defined in 10.03(b)(v) above, shall notify the Employer at least two (2) weeks before the date the Employee proposes to return to work.

(d) Sick Leave

An Employee on Pregnancy Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness related to pregnancy provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician.

(e) Benefits

- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Pregnancy and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.
- (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Public Sector Pension Plans Act*. The Employee's and Employer's portions must be paid at the time of purchase.
- (f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 10.03(a)(b)(c)(d) and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.

**10.04 Adoption Leave**

- (a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 10.03(a)(ii), (b)(vi), (c)(i), (ii), (iii), e(i), (ii), and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.

- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

#### **10.05 Jury Duty**

In the event an Employee is required to serve on a Jury, or is called for Jury Duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Board any allowance received for serving on such Jury. The Employee is to perform their normal duties for the Board when they are not required to serve as a juror or report for Jury Duty. (Refer to relevant District policy.)

### **ARTICLE 11 — VACATION**

- 11.01** (a) Vacation for Permanent Employees shall be as outlined in Article 11.03
- (b) Vacation for Permanent Part-time Employees on benefits is prorated. A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of six (6) months continuous service. After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (c) Casual, Temporary and Permanent Part-time Employees on percentage in lieu receive percentage in lieu of vacation.

**11.02** In all cases of termination of service for any reason, adjustment will be made for any over-payment of Vacation.

#### **11.03 Regular Vacation**

- (a) Paid Annual Vacation for all Permanent Full-time Employees shall be as follows. When a change in status between Permanent Full-time and Part-time occurs, vacation entitlement will be adjusted accordingly. No Employees will lose any entitlement already earned as a result of a change of status:
  - (i) 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*.

#### Librarians

- (ii) 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. [See 11.07(i) for the definition of a calendar year.]

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

All Other Classifications

- (iv) In the first calendar year of service or part thereof, vacation will be granted on the basis of ten (10) days pro-rated.
- (v) During the second (2<sup>nd</sup>) calendar year of service up to and including the seventh (7<sup>th</sup>) calendar year of service - fifteen (15) working days.
- (vi) During the eighth (8<sup>th</sup>) calendar year of service up to and including the fifteenth (15<sup>th</sup>) calendar year of service – twenty (20) working days.
- (vii) During the sixteenth (16<sup>th</sup>) calendar year of service up to and including the twenty-third (23<sup>rd</sup>) calendar year of service – twenty-five (25) working days.
- (viii) During the twenty-fourth (24<sup>th</sup>) calendar year of service and all subsequent years of service - thirty (30) working days.

**(b) Vacation Adjustment Due to WCB/Sick Leave**

Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year (January 1-December 31) will not result in any reduction of Vacation entitlement.
- (ii) Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year will result in the pro-rating of Vacation credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$

- (iii) Under no circumstances shall Vacation entitlement arising from the application of Article 11 be reduced below fifteen (15) working days of Vacation entitlement.

- (c) Although vacation entitlement is noted in days per year for ease of reference, vacation entitlement is actually calculated in hours based on an Employee's regular hours of work in a calendar year.

#### **11.04 Supplementary Vacation**

A supplementary of five (5) working days extra Vacation in the 11th and 16th year shall be provided as follows:

- (a) Each Employee who is in their eleventh (11th) or sixteenth (16th) calendar year of service shall thereupon become entitled to five (5) working days of Supplementary Vacation. Such Vacation will be credited on January 31st in the calendar year of entitlement.
- (b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (c) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "C" and forms part of this Collective Agreement.

#### **11.05 Vacation Entitlement upon Retirement or Termination**

- (a) All Permanent Employees who terminate their employment with the Board after having reached minimum Retirement age as defined in the *Public Sector Pension Plans Act* shall be entitled to Vacation Entitlement as follows:
  - leaving between January 01 and March 31, one-half (1/2) of the full Vacation entitlement;
  - leaving between April 01 and December 31, full Vacation entitlement.
- (b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

#### **11.06 Early Retirement**

- (a) Staff Other Than Professional Librarians

An Employee entitled to twenty-five (25) or more days of Annual Vacation shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. An Employee entitled to thirty (30) or more days of Annual Vacation shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank.

(b) Professional Librarians

During the eighteenth (18th) and subsequent years of service a Librarian shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. During the twenty-sixth (26th) and subsequent years of service a Librarian shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank.

- (c) Vacation deferred as in 11.06 (a) and (b) above may only be taken immediately prior to Retirement. The Board may, at its sole discretion, permit an Employee to use such banked Vacation under other circumstances.

**11.07** Vacations shall be as outlined in 11.03 above, provided that:

- (a) 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.
- (b) Where a dispute arises over Seniority for vacations only between Permanent Part-time and Permanent Full-time Employees, it is agreed that the Seniority should be determined by the percentage of time worked, times years of service.

Example

An Employee working four-fifths (4/5) time for ten (10) years would have:

Four-fifths (4/5) x ten (10) = Eight (8) years of service

or

An Employee who worked five (5) years four-fifths (4/5) time and five (5) years at three-fifths (3/5) time would have:

Four-fifths (4/5) x five (5) = Four (4) years plus three-fifths (3/5) x five (5) = Three (3) years for a total of seven (7) years of service

- (c) Except as provided in Schedule C, "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of Regular Vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of Regular Vacation is taken in the current year. Such carry-over is subject to the approval of the Director of Library Services. Vacations carried over shall be taken in accordance with the requirements shown in 11.07 (d) and (e). If

vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the first pay period after April 1.

- (d) An Employee qualifying for and intending to carry over Regular Vacation shall notify the Director of Library Services by November 30 of the year in which the Vacation was earned. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Director of Library Services to be dealt with in consultation with Human Resources.
- (e) An Employee qualifying for and intending to carry over Supplementary Vacation from one year to the next year, and subject to Schedule C, shall notify the Director of Library Services by October 31st of the current year.
- (f) All Vacation Entitlement is to be taken by December 31st of the year in which the Vacation was earned, excepting Vacation carried over which has to be taken by December 31st of the year the Vacation was carried over to and further excepting Supplementary Vacation carried over in accordance with Schedule C. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Director of Library Services to be dealt with in consultation with Human Resources.

Supplementary Vacation days may be taken in years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16th) year.

- (g) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31st of each year.
- (h) Entitlement in working days is based upon a five (5) day work week.
- (i) "Calendar Year" for the purpose of earning and taking Vacation credits shall be January 1st through December 31st.

## **ARTICLE 12 — STATUTORY HOLIDAYS**

**12.01** Pay for Statutory Holidays for all Employees except Permanent Employees shall be as shown in Schedule B. Paid Statutory Holidays for all Permanent Employees shall be as follows.

### **12.02 Entitlement for Permanent Employees**

- (a) All Employees hired on a full-time continuous basis shall qualify for pay on the Statutory Holidays shown in 12.02 (b) commencing with the first such Statutory Holiday following their date of employment, subject to 12.02 (c).

- (b) A holiday with pay shall be given to Employees qualified as outlined in Sub-section 12.02 (a) on the following Statutory Holidays:

New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a Statutory Holiday by the Federal or Provincial Government or the Municipality. When a Statutory Holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the Director of Library Services.

- (c) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on Annual Vacation or Leave of Absence With Pay, on the Employee's last scheduled working day prior to and the Employee's first scheduled working day immediately following the holiday.
- (d) Part-time Employees who have opted for fringe benefits in place of twelve percent (12%) (in lieu of benefits) shall, upon opting for fringe benefits, become entitled to Statutory Holiday pay for the holidays listed in 12.02 (b) above, based on the average of the Employee's regular hours for the months in which the Statutory Holiday occurs.

### **12.03 Statutory Holidays Occurring on Week-ends**

- (a) Statutory Holidays occurring on week-ends shall be observed as shown in (i) and (ii) below, provided they occur at a time of the year when the Library is not open to the public on Sundays:
- (i) Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
- (ii) Where two Statutory Holidays occur on two consecutive days, being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (b) Where the Statutory Holiday falls on a Sunday when the Library would normally be open, the Statutory Holiday shall be observed that day and staff scheduling will be arranged so that Permanent Employees receive the number of consecutive days off they would have been entitled to had the Library not been open.

## **ARTICLE 13 — SENIORITY**

**13.01** The definition of Seniority as shown in Section 14.02 shall apply in cases of Layoff only.

**13.02** The following definition of Seniority will not apply in cases of Layoff.

- (a) **Permanent Employees** only shall have rights based on Seniority. In making promotions, transfers and demotions the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent Employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- (b) **Permanent Part-time Employees** shall have Seniority rights based on 'equivalent time' relative to the Permanent Full-time Employees. Seniority will be effective from the first (1st) day of permanent employment, provided the employment has been continuous, except as noted in Section 13.04 and 13.06.

### **13.03 Seniority While on Leave**

Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.

### **13.04 Seniority Accrual**

Seniority will not accrue during the following:

- (a) unpaid suspension over five days;
- (b) unpaid leave of absence in excess of thirty days (except for reason of illness/injury);
- (c) during LTD;
- (d) during lay-off.

### **13.05** The following conditions will apply:

- (a) Until an Employee has the status of a Permanent Employee they shall have no Seniority rights and their lay-off or transfer shall not be subject matter of the Grievance Procedure as outlined in this Agreement with the exception of discipline or discharge matters. It is understood that Seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.
- (b) 'Equivalent time' for the purpose of this Sub-section, shall mean the time paid by the Board which, when converted into hours, is a proportion of one of the following:
  - (i) Eighteen hundred and twenty (1820) hours for a classification for which Full-time work is thirty-five (35) hours per week, or
  - (ii) Nineteen hundred and fifty (1950) hours for a classification for which Full-time work is thirty-seven and one-half (37-1/2) hours per week.
- (c) When an Employee becomes a Permanent Employee, the initial date of qualifying employment shall be considered to be the anniversary

date of the Employee for purposes of figuring perquisites and Seniority of position.

**13.06** When a Temporary Full-time Employee attains a permanent position, the Employee shall be credited with seniority and vacation entitlement for only the continuous full-time temporary service worked immediately prior to attainment of the permanent position. It remains the decision of the Director of Library Services or designate, in consultation with Human Resources, as to whether any of this time is to be credited towards reducing the probation period.

## **ARTICLE 14 — LAYOFF, BUMPING, RECALL AND COMPENSATION**

### **14.01 Layoff and Recall**

In the event of a conflict between this Article 14 and any other provision of the Agreement, this Article shall apply.

### **14.02 Layoff Definitions**

For the purpose of this Section, the following definitions apply:

**“Affected Employee”** means an Employee whose position has been made redundant as a result of a Layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as “affected positions”;

**“Bump”** means the right of an affected Employee to be re-assigned by the Board to an eligible position either lateral or lower;

**“Eligible Lateral Position”** means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

**“Eligible Lower Position”** means a position for which an Employee is qualified, at a lower pay level;

**“Laid-off Employee”** means an affected Employee who ceases work as a result of a Layoff;

**“Layoff”** means a reduction of the work force for an indefinite period of time;

**“Other Employment”** means work of a temporary or casual nature that may be made available by the Board to Laid-off Employees and does not constitute a Recall as herein defined, nor does it qualify a Laid-off Employee for Seniority accumulation;

**“Pay Level”** means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

**“Position Status”** means the designation of a position as Permanent Full-time, or Permanent Part-time;

**“Qualified”** means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Board and the requisite qualifications to perform the duties and fulfill the responsibilities of a position, and “qualifications” has a similar meaning;

**“Recall”** means the return of a Laid-off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the Layoff and at a pay level equal to or lower than the Employee's previous classification; “Recall” also means the return of a Laid-off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

**“Report to Work”** means on the job at the appointed time and able to perform the work assigned. “Reporting to work” has a similar meaning;

**“Seniority”** means length of continuous employment with the Board since the last date of hire with the Board for Permanent Full-time Employees and hours worked since last date of hire with the Board for Permanent Part-time Employees; “length of continuous employment” does not include hours worked classed as overtime;

**“Terminated Employee”** means an Employee who is terminated pursuant to 14.04 (f), or who elects or is deemed to have elected Compensation pursuant to 14.05;

**“Work Force”** means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period, it being understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a Layoff occurs in that classification.

### **14.03 Layoff Notification, Procedures, Benefits and Seniority**

The Board agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible lay-offs is underway.

The following principles shall apply in the event of a Layoff:

#### **(a) Bumping Notification**

The Board shall notify the Association advising it of the redundant position(s), the pattern of bumping and the name(s) of affected Employees. Such notice shall be written and shall also be given individually in writing to the affected Employees. The notice shall be given to both the Association and the affected Employee(s) at the

end of the Employee's last shift of their current work week. The Employee and the Association shall both have two (2) working days in which to respond to the Board's notice.

**(b) Bumping Pattern and Process**

- (i) The pattern of bumping shall be established by the Board in accordance with the principle that an affected Employee shall bump the Employee with the least Seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater Seniority than the incumbent.
- (ii) The Board shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed above. Affected Employees shall have two (2) working days from receipt of the notice to advise the Board in writing of their rejection of the bumping assignment.
- (iii) If an Employee who has been advised of their bumping assignment does not accept such assignment, that Employee is to advise the Director of Library Services in writing within the two (2) working days as specified above of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Director of Library Services shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Director of Library Services.
- (iv) Employees who are to be bumped as a result of the Board's acceptance of the alternative shall be notified at the earliest opportunity of either bumping assignment or Layoff and, if bumping is applicable, shall then be governed by the procedure outlined above. The Association will also receive written advice of such bumping assignment or Layoff.
- (v) Working days are calculated commencing with the receipt by the Employee of the Board's original notice of bumping assignment.
- (vi) Affected Employees who because of qualifications or Seniority cannot be re-assigned within the bumping pattern, or who opt not to bump, shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- (vii) Affected Employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.

(viii) At least five (5) working days prior to their effective date of layoff [or within five (5) days following notification, if payment in lieu of notice is given], Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 14.04 Recall OR Section 14.05 Compensation. If an Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected 14.05 Compensation.

(c) **Benefits Coverage During Lay-off**

Benefits for laid off Employees shall cease on the effective date of Layoff with the exception of Medical, Extended Health and Dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs, unless the laid-off Employee elects to pay 100% of the premium for these benefits during each month of the Layoff, and subject to the approval of respective insurance carriers. Continuation of benefits coverage under this option will only be extended for a maximum of twelve (12) months from the date of Layoff.

(d) **Seniority During Layoff**

Seniority shall cease to accumulate effective with the date the Employee is Laid-off.

**14.04 Recall**

The following shall apply only to Laid-off Employees who have elected this process:

- (a) Laid-off Employees shall be eligible for Recall for a period of twelve (12) months following their effective date of Layoff.
- (b) The Board shall make every reasonable attempt to contact and Recall Laid-off Employees in order of Seniority, subject to their qualifications. It is the responsibility of the Employee to notify the Director of Library Services or designate of any change of address and other contract information.
- (c) The Board shall specify the time when a Laid-off Employee shall return to work. A Laid-off Employee who has accepted the Board's Recall but who does not report to work within forty-eight (48) hours of Recall or who refuses such a Recall shall be treated as follows:
  - (i) If failure to report to work within forty-eight (48) hours of the Recall is the Employee's first (1st) failure to report to work for a Recall, then the Employee shall be moved to the bottom of the eligibility list; however, if this is not the Employee's first failure to report following Recall, i.e., there has been one previous failure to report on the Employee's part then the Employee shall no longer be eligible for Recall and shall be deemed terminated.

The Board may extend these time limits where extenuating circumstances exist.

- (ii) A. If a Laid-off Permanent Full-time Employee refuses a Recall to Permanent Full-time employment, then the Employee shall no longer be eligible for Recall and shall be deemed terminated. The same also applies to a Laid-off Permanent Part-time Employee who refuses a Recall to Permanent Part-time employment.
  - B. A Laid-off Permanent Full-time Employee shall have the right to refuse a Recall to Temporary Full-time or Casual employment without losing their position on the Board's Recall List.
  - C. A Laid-off Permanent Part-time Employee shall have the right to refuse a Recall to Temporary Part-time or Casual employment without losing their position on the Board's Recall List
- (d) Benefits for Employees who are recalled shall be reinstated effective the first (1st) day of the month following Recall, provided the eligibility period has been met. Service-related benefits shall be pro-rated by the period of Layoff. Seniority commences accumulating from the Employee's first (1st) working day following Recall. Such Seniority shall be added to Seniority they had accumulated to the date of their Layoff.
- (e) In administering the procedures in this Section 14.04 Recall, the Board shall, so far as is reasonably possible, attempt to reverse the Layoff/bumping pattern of affected Employees.
- (f) Laid-off Employees shall be deemed terminated upon the earliest of:
- failure to report to work for a Recall pursuant to Sub-section 14.04 (c) (i);
  - refusal of Recall pursuant to Sub-section 14.04 (c) (ii), or
  - failure to be recalled within twelve (12) months of Layoff
- provided that an Employee shall not be deemed terminated pursuant to this paragraph while working at "Other Employment" as defined herein.
- (g) No new Permanent Employees shall be hired while qualified Employees are eligible for Recall and are available for work. Affected positions shall not be posted while qualified Employees are eligible for recall.
- (h) A Laid-off Employee's acceptance or refusal of "Other Employment" as defined herein shall not affect Recall rights under this section.

#### 14.05 Compensation in the Event of Lay-off

The following shall apply only to Laid-off Employees who have elected this process, or who are deemed to have elected this process:

- (a) For the purpose of Sub-section 14.05 (b) herein:

**“Week's Pay”** means a Laid-off Employee's average regular weekly earnings during the six (6) months prior to the date of the Layoff;

**“Regular Weekly Earnings”** means straight time earnings including Acting Pay and Service Pay but excluding premium pay.

- (b) Laid-off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (c) Employees who elect or are deemed to have elected Compensation shall be considered terminated on the effective date of Layoff.

#### 14.06 Temporary Layoffs

In the event of a reduction in the 'Workforce' for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Board may temporarily lay off Employees and re-allocate the remaining work without regard to Seniority provided the following principles are applied:

- (a) Employees who are not Laid-off shall retain their current rate of pay during the period of temporary Layoff.
- (b) Benefits for Laid-off Employees shall cease during the period of temporary Layoff except for Medical, Extended Health, Dental, Group Life Insurance and Group Income Continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary Layoff. Service-related benefits including Vacations, Service Pay, Service Pay increments and salary and wage increments shall be prorated by the period of temporary Layoff; however, Seniority shall not be accumulated.
- (c) Laid-off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary Layoff.
- (d) If, during the period of temporary Layoff, the Board determines that the Layoff will exceed twenty-eight (28) calendar days, or if all Laid-off Employees are not recalled within twenty-eight (28) days, then the Board shall apply the provisions of Sections 14.01 to 14.05.

## **14.07 Emergency Suspensions of Work**

- (a) In all cases of potential Layoff due to extraordinary conditions, every effort shall be made to share the remaining work amongst all the Employees within appropriate classifications prior to steps being taken to activate a Layoff.
- (b) Except in cases of emergency (as determined by the Board), when Layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been Laid-off under this Section 14.07.
- (c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board may temporarily suspend work without notice.

## **ARTICLE 15 — WORKING CONDITIONS**

### **15.01 Hours of Work**

- (a) The normal hours of work for Employees other than Librarians and Building Maintenance Workers covered by this Agreement shall be thirty-five (35) hours per week.
- (b) The normal hours of work for Librarians and Building Maintenance Workers shall be thirty-seven and one-half (37-1/2) hours per week.
- (c) The daily hours of work shall be set by the Director of Library Services and may be varied within the normal operating range of the Library. However:
  - (i) no Clerical Employee shall work more than eight (8) hours in one day nor more than five (5) days in one (1) week nor more than an average of thirty-five (35) hours per week;
  - (ii) no Librarians or Building Maintenance Workers shall work more than eight (8) hours in one (1) day nor more than five (5) days in one (1) week, nor more than an average of thirty-seven and one-half (37-1/2) hours per week.
- (d) A ten (10) minute rest period shall be allowed during each half (1/2) of a normal work day. The meal period shall be one half (1/2) hour for Building Maintenance Workers and one (1) hour for Librarians and other Employees. A one-time variation may be approved by the Department Head. Longer-term variations must be approved by the Director Library Services or designate.

Employees shall be granted an unpaid meal break as described above and shall be provided ten (10) minute rest period(s) as follows:

- shifts under three (3) hours – no meal break or rest period;
- shifts of three (3) to five (5) hours – one (1) ten (10) minute rest period;
- shifts of over five (5) but less than normal full time hours – one (1) ten (10) minute rest period and one (1) meal break;
- shifts of normal full time hours – two (2) ten (10) minute rest periods and one (1) meal break.

Where rest periods are to be provided, they are normally scheduled so that there is one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Rest periods shall be included as part of the hours worked. The times when the rest periods and meal breaks are to be taken shall be approved by the Supervisor.

- (e) Permanent Employees only shall have at least two (2) consecutive days off complementary to each weekly shift. Exceptions to this rule are:

(i) Mandatory

If the Board requires an Employee to commence work prior to the completion of thirty-two (32) hours away from work the Employee will be paid an additional two (2) hours at straight time by way of a bonus.

(ii) Voluntary

The Board will accept written requests from Employees who wish the Board to apply to the BC Employment Standards Branch for exemption of this requirement and in compliance with Section 35 of the *Employment Standards Act*.

## 15.02 Overtime

Hours worked in excess of the normal work day shall be compensated for on the following basis:

- (a) Overtime will be defined in the case of Permanent Full-time and Temporary Full-time Employees as:
- (i) time worked immediately following an Employee's regular shift; or
  - (ii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or

(iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.

(b) Overtime will be paid at:

(i) Time and One-Half (1-1/2x) For the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

(ii) Double Time (2x)

For all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

(iii) Double Time (2x)

For all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift. Employees shall be paid a minimum of one and one-half (1 ½) hours at double time for overtime worked pursuant to Section 15.02 (a)(iii).

(c) Except as hereinafter provided, all overtime shall be paid in cash, based on normal overtime rates. Either the Employee or Director of Library Services may propose that such Compensation be taken as time off in lieu, at a time mutually agreeable between the Employee and Director of Library Services.

Overtime for Employees who are not Full-time shall commence once they have completed the Full-time equivalent hours for the shift the Employee is working.

(d) **Overtime Pay for Permanent Part-time Employees**

Overtime pay for Permanent Part-time Employees shall commence only when Full-time daily or Full-time weekly hours are passed in conjunction with Article 15.01 (a), (b), (c).

(e) **EOC Overtime**

Until such time as the provincial government rules regarding reimbursement of Provincial Emergency Plan (PEP) overtime change, any overtime worked in an Emergency Operation Centre situation where a PEP number has been assigned, will be paid out. This overtime cannot be banked under current provincial government rules.

### **15.03 Call-Out**

- (a) Call-out is defined in the case of Permanent Full-time and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.
- (b)
  - (i) Call-out pay and travel time shall be at double time.
  - (ii) Call-out payment time shall commence when the Employee arrives at the Library and shall be based on the hours actually worked, with a minimum payment of three (3) hours.
  - (iii) Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For Call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
  - (iv) If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate Call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
  - (v) A Call-out ceases when work at the Library is complete, subject to Sub-section 15.03 (a) except for the purpose of a further Call-out as described in 15.03 (b).

### **15.04 Scheduling**

A Permanent Employee shall be given seven (7) days notice of any change affecting the Employee's regularly scheduled days off. Where such notice is not able to be given the Employee shall be entitled to be paid two (2) extra hours at straight time.

### **15.05 Split Shifts**

Should the Director of Library Services require a Permanent Employee to split their shift, such Employee shall be paid their 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.

### **15.06 Shift Premium**

Permanent Library Assistants, Clerical Employees and Building Maintenance Workers shall be paid a standard shift differential of seventy-five (75) cents per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day. 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.

### **15.07 Payout**

Employees will be allowed to bank overtime and stand-by time with the understanding that any time in excess of five (5) days each must be taken as time off by the last pay period in May following the year in which it was earned, or it will be paid out by the second pay period in June.

### **15.08 Emergency Operation Centre (EOC) Enacted**

Establish a Joint Union/Management Committee to review issues which might arise out of an official Emergency Operation Centre "EOC" situation (where a PEP number has been assigned), to recommend to the bargaining principals how such situations be handled, with the intent that Letters of Understanding be drafted for consideration and potential signoff by each of the bargaining principals.

## **ARTICLE 16 — ABANDONMENT OF POSITION**

**16.01** An Employee who fails to report for work for ten (10) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have resigned. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## **ARTICLE 17 — MISCELLANEOUS ITEMS**

### **17.01 Memorandums of Agreement and Letters of Understanding**

Any Memorandums of Agreement, Letters of Understanding or Schedules attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

## **17.02 Agreement as to Conditions Not Mentioned**

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

## **17.03 Policy and Administrative Regulations**

The Association acknowledges the Policy and Administrative Rules and Regulations, providing such Policy, Rules and Regulations do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes in the Policy, Rules and Regulations.

## **17.04 Workforce Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

# **ARTICLE 18 — ASSOCIATION REPRESENTATION**

## **18.01 Representation**

- (a) An Employee may choose to have their Association representative present at meetings with their Supervisor which the Employee believes may be the basis for disciplinary action.
- (b) Where a Supervisor intends to interview an Employee for disciplinary purposes the Supervisor shall endeavour to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the Supervisor in the exercise of their authority.
- (c) This Clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

**18.02** Notwithstanding the foregoing, it is the Supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the Employee or the Board.

**18.03** For the purpose of this Section, “Association representative” and “representative” shall mean a Shop Steward or, in the absence of a Shop Steward, may also mean an officer or designate of the Association.

**18.04 Shop Stewards**

- (a) The Library Board will recognize only one (1) Shop Steward in the Library.
- (b) The Association will supply the Director of Library Services (with a copy to the Human Resources Department of the Corporation) with a list of its Shop Stewards and Executive Officers as changes occur.
- (c) (i) For Grievance Procedure hearings the Board will not pay for more than one (1) Association Representative;
- (ii) For Negotiation Meetings for Collective Agreements the Board will not pay for more than two (2) Association representatives.

**18.05 Introduction of New Employees to Association Stewards/ Representatives**

- (a) The Board will make the necessary arrangements to enable new Employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- (b) The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- (c) The Representative will advise their Supervisor that they will be attending an “Introduction” meeting. Such advice to the Supervisor will be given to allow the Supervisor sufficient time to make whatever operational adjustments are required to accommodate the Representative's absence.
- (d) If the Representative is unable to meet with the new Employee, the Board will have the Employee complete a “*Commencement of Employment Advice*” which will be submitted to the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

**18.06 Meetings with the Board**

- (a) The Association, in writing, may request meetings with the Board on matters of mutual interest, it being understood that permission from the Board will not unreasonably be withheld.
- (b) The terms of reference for the Library Labour Management Committee shall be included in the Library Administrative Regulations.

## **ARTICLE 19 — EMPLOYEE FILES**

### **19.01 Employee Files**

- (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's personal file in the Human Resources Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that they have seen the entry.
- (b) An Employee shall have access to all material in their personal file at a time which is mutually convenient to the Employer and only in the presence of the Director of Human Resources or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.
- (c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Human Resources Department.
- (d) Critical and complimentary references shall be removed from an Employee's file only after completion of a five (5) year period from the time of the incident, excepting instances of a recurring nature whereby the five (5) years will be calculated from the most recent incident. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.
- (e) An Employee may request copies of personal file documents but will be responsible for reimbursing the Corporation with the cost of such copies.

## **ARTICLE 20 — GRIEVANCE PROCEDURE**

### **20.01 Definition**

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to the Library Board or to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia*.

## 20.02 Grievance Procedure

It is the intent of the parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose. Timelines are a matter of substance, but may be modified by mutual consent:

- (a) Step One: Any aggrieved Employee or Employees shall first discuss the matter with the Department Head not later than fourteen (14) working days after the date the Employee first became aware of the occurrence of the incident. Both parties shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within (10) working days, the grievance will be advanced to the next step.
- (b) Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Director of Library Services and/or designate, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Director of Library Services and/or designate and a Human Resources representative, and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance will be advanced to the next step.
- (c) Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Library Board who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association Business Manager and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance may be advanced to arbitration.

**20.03** In the event there is an Association grievance as such, or a Library grievance as such, either party may initiate the Grievance Procedure commencing at Step Three above and shall be governed by the time restraints contained therein and shall further be governed by the fourteen (14) working days reporting time restraint detailed in Step One.

**20.04** In the event there is a Board Grievance such grievance is to be directed to the Association's Business Manager.

## 20.05 Arbitration

- (a) Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance procedure, either party within five (5) working days after failure to settle the difference, may notify the other in writing of its desire to submit the difference to the Library Board and/or to arbitration. If the Association has not responded within five (5) working days or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding

to arbitration, within thirty (30) calendar days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a panel of three (3) Arbitrators unless the parties agree that it shall be a single Arbitrator. The decision of the Arbitration Board, either single or three-member, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.

- (b) **Single Arbitrator:** The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) working days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) calendar days after their appointment.
- (c) **Three-member Board:** If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Board. The two appointees so selected shall, within twelve (12) working days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

**20.06** It is agreed between the parties hereto that the above grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Library Board and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

**20.07** Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.

**20.08** Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled "Arbitration Procedures" will apply.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the Seal of the  
**WEST VANCOUVER  
MUNICIPAL EMPLOYEES'  
ASSOCIATION** and signed by:

*Brian Wood*

---

President

*Brian Schramm*

---

Business Manager

SIGNED by the  
**WEST VANCOUVER  
MEMORIAL LIBRARY  
BOARD:**

*Bernhard Lauser*

---

Chair

*Ann Goodhart*

---

Secretary to the Board

## PAY GRADE SALARIES

<b>Key =</b>	<b>A</b>	2.5%	2004 January 1
	<b>B</b>	2.5%	2005 January 1
	<b>C</b>	3.0% + *	2006 April 1
	<b>D</b>	*%	2007 ?

\*see Section 5.01(a)

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6**
5610	Bookmobile Driver/Clerk	16	A	18.348	19.086	19.865	20.695	21.556	
			B	18.806	19.563	20.361	21.212	22.095	
			C						
			D						
5710	Building Maintenance Worker I (7.5 hours)	15	A	17.610	18.348	19.086	19.865	20.695	
			B	18.050	18.806	19.563	20.361	21.212	
			C						
			D						
5720	Building Maintenance Worker II (7.5 hours)	16	A	18.348	19.086	19.865	20.695	21.556	
			B	18.806	19.563	20.361	21.212	22.095	
			C						
			D						
5730	Building Services Supervisor (7.5 hours)	17	A	19.086	19.865	20.695	21.556	22.448	
			B	19.563	20.361	21.212	22.095	23.009	
			C						
			D						
1790	IS Help Desk Clerk	17	A	19.086	19.865	20.695	21.556	22.448	
			B	19.563	20.361	21.212	22.095	23.009	
			C						
			D						
5810	Librarian I (7.5 hours)	21	A	22.448	23.380	24.364	25.389	26.435	
			B	23.009	23.965	24.973	26.024	27.096	
			C						
			D						
5820	Librarian II (7.5 hours)	24	A	25.389	26.435	27.542	28.710	29.951	
			B	26.024	27.096	28.230	29.428	30.699	
			C						
			D						

Schedule "A" to the 2004 - 2007  
 Collective Agreement between the  
 Library Board and the Association  
 Total of Four Pages

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6**
5380	Librarian III (7.5 hours)	26	A	27.542	28.710	29.951	31.211	32.544	
			B	28.230	29.428	30.699	31.992	33.357	
			C						
			D						
5510	Library Asst. I	10	A	14.473	15.078	15.652	16.308	16.933	17.610
			B	14.835	15.455	16.043	16.715	17.356	18.050
			C						
			D						
5520	Library Asst. II	12	A	15.652	16.308	16.933	17.610	18.348	19.086
			B	16.043	16.715	17.356	18.050	18.806	19.563
			C						
			D						
5530	Library Asst. III	13	A	16.308	16.933	17.610	18.348	19.086	19.865
			B	16.715	17.356	18.050	18.806	19.563	20.361
			C						
			D						
5540	Library Asst. IV	16	A	18.348	19.086	19.865	20.695	21.556	
			B	18.806	19.563	20.361	21.212	22.095	
			C						
			D						
5550	Library Asst. V	17	A	19.086	19.865	20.695	21.556	22.448	
			B	19.563	20.361	21.212	22.095	23.009	
			C						
			D						
5570	Library Asst. VII	20	A	21.556	22.448	23.380	24.364	25.389	
			B	22.095	23.009	23.965	24.973	26.024	
			C						
			D						
5910	Shelver		A	12.177					
			B	12.481					
			C						
			D						

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6**
5840	Volunteer & Art Gallery Coordinator	19	A	20.695	21.556	22.448	23.380	24.364	
			B	21.212	22.095	23.009	23.965	24.973	
			C						
			D						

**Derivation of Bi-weekly and Monthly Rates**

The hourly rates set out above 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:

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

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{monthly rate (taken to the nearest dollar)}$$

**\*\*STEP 6 PAY GRADE:**

The Step 6 Pay Grade was created in the *1994 January 01 to 1996 December 31* Agreement to deal with two situations:

- a. adjustment of percentage in lieu from 16% to 12% for temporary and casual employees;
- b. elimination of Pay Grade 9, 10 and 11 for full-time employees who were then moved into Pay Grade 12.

Step 6 is part of the pay range for groups 10, 12, and 13 only.

Step 6 adjustments based on (a) above apply to the following individuals, as of January 1, 2001:

Fabro, Andrew  
 Gares, Patricia  
 Lucas, Jane  
 Mercer, Barbara

Morton, Craig  
 Ryan, Joan  
 Willis, Robyn

**HISTORY OF STEP 6 (1994-96 COLLECTIVE AGREEMENT):**

- 1. Effective 1995 January 01, add a Step 6 to Pay Grades 10, 12, and 13.
- 2. Based on actual incumbent(s) as of 1995 January 01:

- (a) Permanent Employees at Steps 1 or 2 of Pay Grade 10, 12, or 13 shall move:
    - to Step 4, effective 1995 January 01, and move:
    - to Step 6, subject to satisfactory performance of duties, effective 1996 January 01.
  - (b) Permanent Employees at Step 3, 4, and 5, of Pay Grades 10, 12, and 13 shall move, effective 1995 January 01 to Step 6.
3. Temporary and Casual Employees shall have access to Step 6, of the above pay grades, but progression through the steps will continue one step at a time, based on equivalent to full time length of service in each step.
4. Effective the day following the date of ratification, a new standardized percent in lieu of benefits rate is established at 12%
5. Effective the day following the date of ratification, all Permanent Part-time, Temporary, and Casual Employees (excepting those Employees occupying the position of "Shelver") receiving 16% in lieu of benefits will move to the new standardized rate of 12% in lieu of benefits. This new standardized 12% rate will be achieved by advancing any Permanent Part-time, Temporary, Casual or Non-permanent Employee on staff as of 1995 January 01, (except "Shelvers" as noted above) receiving 16% in lieu of benefits, one step in their respective pay grade. Permanent Part-time, Temporary, or Casual Employees who are at Step 5 in their respective Pay Grade, will be advanced to a new Step 6 in that Pay Grade. No other Employees are eligible for that step.
6. Effective the day following the date of ratification all Permanent Part-time, Temporary, and Casual "Shelvers" on staff, earning 16% in lieu of benefits will not be rolled back, but their pay scale will be adjusted to reflect the new standardized 12% in lieu of benefits rate. However, effective the day following the date of ratification, all newly hired Permanent Part-time, Temporary, and Casual, "Shelvers" will only be eligible to receive the new standardized 12% in lieu of benefits rate.
7. It is agreed that the Employees affected under the terms of this appendix will be those named on lists exchanged between the parties during bargaining. It is further agreed that these lists are subject to amendment by mutual agreement between the parties.
8. Schedule C (*changed in 1999 to Schedule B*), as it affects Permanent Part-time, Temporary, and Casual Employees will be amended to reflect that the 16% in lieu of benefits shall be replaced by the new standardized 12% in lieu of benefits rate.

## **BENEFITS AND TERMS OF EMPLOYMENT FOR TEMPORARY AND CASUAL EMPLOYEES**

### **B.1 Qualification for Benefits or Pay in Lieu of Benefits**

Casual and Temporary Employees are entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave.

### **B.2 Municipal Pension Plan** contributions shall commence (for those qualified under the terms of the *Public Sector Pension Plans Act*) on the first (1st) day of the pay period following Permanent status. Participation in the Municipal Pension Plan shall be in accordance with the *Public Sector Pension Plans Act*.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

- (a) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

### **B.3 Statutory Holidays**

Paid Statutory Holiday leave will be provided in accordance with Article 12 of the Collective Agreement to which this Schedule is attached and will be based on the average of the Employee's regular hours for the month in which the Statutory Holiday occurs.

Time worked on a Statutory Holiday shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu.)

### **B.4 Increments**

Increments for Temporary and Casual Employees will be granted upon the basis of the successful completion of the equivalent time for that position.

**B.5 Dismissal Notice**

All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.

**B.6 Overtime**

Overtime for Temporary and Casual Employees will be paid only when full-time daily or full-time weekly hours are passed in conjunction with Article 15.01 (a), (b) and (c).

## REGULAR AND SUPPLEMENTARY VACATION

### Explanation of the Tables

- (i) The upper figures show the number of working days\* of regular annual vacation.
  
- (ii) The "5+" figures are 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 five (5) days are credited.
  
- (iii) Each Employee hired after 1968 June 30 will be credited with five (5) supplementary working days at the start of their eleventh (11th) calendar year which may be taken at any time prior to the end of the fifteenth (15th) calendar year, etc.

**Effective January 1, 2000**, Employees will be credited with five (5) supplementary working days at the start of their eleventh (11th) and sixteenth (16th) calendar years which may be taken at any time prior to the end of their fifteenth (15th) and twenty-first (21st) calendar years, respectively.

\*Entitlement in working days is based upon a five (5) day work week.

Schedule "C" to the 2004 – 2007  
 Collective Agreement between the  
 Library Board and the Association  
 Total of Two Pages

<b>HIRE DATE</b>	<b>1996</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Jan 1 - Dec 31 '70	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '71	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '72	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '73	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '74	25	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '75	25	25	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '76	25	25	25	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '77	25	25	25	25	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '78	25	25	25	25	25	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '79	25	25	25	25	25	25	30	30	30	30	30	30	30
Jan 1 - Dec 31 '80	25	25	25	25	25	25	25	30	30	30	30	30	30
Jan 1 - Dec 31 '81	25+5	25	25	25	25	25	25	25	30	30	30	30	30
Jan 1 - Dec 31 '82	20	25+5	25	25	25	25	25	25	25	30	30	30	30
Jan 1 - Dec 31 '83	20	20	25+5	25	25	25	25	25	25	25	30	30	30
Jan 1 - Dec 31 '84	20	20	20	25+5	25	25	25	25	25	25	25	30	30
Jan 1 - Dec 31 '85	20	20	20	20	25+5	25	25	25	25	25	25	25	30
Jan 1 - Dec 31 '86	20+5	20	20	20	20	25+5	25	25	25	25	25	25	25
Jan 1 - Dec 31 '87	20	20+5	20	20	20	20	25+5	25	25	25	25	25	25
Jan 1 - Dec 31 '88	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25
Jan 1 - Dec 31 '89	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
Jan 1 - Dec 31 '90	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
Jan 1 - Dec 31 '91	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
Jan 1 - Dec 31 '92	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
Jan 1 - Dec 31 '93	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
Jan 1 - Dec 31 '94	15	15	15	15	15	20	20	20	20+5	20	20	20	20
Jan 1 - Dec 31 '95	15	15	15	15	15	15	20	20	20	20+5	20	20	20
Jan 1 - Dec 31 '96	PR	15	15	15	15	15	15	20	20	20	20+5	20	20
Jan 1 - Dec 31 '97		PR	15	15	15	15	15	15	20	20	20	20+5	20
Jan 1 - Dec 31 '98			PR	15	15	15	15	15	15	20	20	20	20+5
Jan 1 - Dec 31 '99				PR	15	15	15	15	15	15	20	20	20
Jan 1 - Dec 31 '00					PR	15	15	15	15	15	15	20	20
Jan 1 - Dec 31 '01						PR	15	15	15	15	15	15	20
Jan 1 - Dec 31 '02							PR	15	15	15	15	15	15
Jan 1 - Dec 31 '03								PR	15	15	15	15	15
Jan 1 - Dec 31 '04									PR	15	15	15	15
Jan 1 - Dec 31 '05										PR	15	15	15
Jan 1 - Dec 31 '06											PR	15	15
Jan 1 - Dec 31 '07												PR	15
Jan 1 - Dec 31 '08													PR

**Letter of Understanding  
between  
The West Vancouver Memorial Library Board  
and  
The West Vancouver Municipal Employees' Association**

This Letter of Understanding confirms an agreement reached between the parties regarding **entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.**

Notwithstanding Sub-section 9.09 (a) of this Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to 2007 December 31, and may be renewed by mutual agreement.

**Signed this 1<sup>st</sup> day of January 2004 at West Vancouver, British Columbia.**

FOR THE WEST VANCOUVER  
MEMORIAL LIBRARY BOARD:

*Bernhard Lauser*

Chair

*Ann Goodhart*

Secretary to the Board

FOR THE ASSOCIATION:

*Brian Wood*

President

*Brian Schramm*

Business Manager

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