

This Agreement made this 1st day of January, 2004.

between the:

**BOARD OF MANAGEMENT OF THE VANCOUVER ISLAND REGIONAL
LIBRARY**
(hereinafter called the "Employer" or the "Board")

and the:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401
(hereinafter called the "Union")

It being the desire of both parties to work together for the continued improvement and the extension of library service throughout the region, this Agreement has been drawn up in order to further the harmonious relationship so necessary between the Board and the Staff.

1. DEFINITIONS

- 1.01 "Party" shall mean either of the parties to this Agreement.
- 1.02 "Probationary Employee" is any employee filling a permanent position who is fulfilling their probationary period.
- 1.03 "Permanent **full-time** employee" is any employee who, having completed a probationary period as specified in Article 15, has been confirmed in **his/her** permanent position, **and who normally and regularly works thirty-five (35) hours per week.**
- 1.04 **"Permanent part-time employee" is any employee who, having completed a probationary period as specified in Article 15, has been confirmed in his/her permanent position, and who normally and regularly work less than thirty-five (35) hours per week.**
- 1.05 "Temporary Employee" is any employee who is employed on a temporary basis for a limited term for a specific period or project. Temporary employees who are hired as probationary employees for permanent positions within six (6) months of completing their last

period of temporary employment shall, upon completion of probation, have the last period of temporary employment included in their service credits for all purposes. This will be done by back dating the employee's start date to include the last period of temporary employment.

- 1.06 "Casual Employee" is any employee who is paid at an hourly rate and employed in a casual manner.
- 1.07 "Casual and/or temporary employees shall be entitled to only those benefits specifically referred to as being applicable to casual and/or temporary employees, or as provided by statute. Casual and/or temporary employees shall be paid ten percent (10%) on each pay cheque in lieu of all of the benefits and other prerequisites provided under this Agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits). Effective January 1, 2005, the above percentage shall be increased to eleven percent (11%). Effective January 1, 2006, the above percentage shall be increased to twelve percent (12%)."

2. MANAGEMENT RIGHTS

- 2.01 Any rights and privileges of Management 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 Agreement.
- 2.02 The Executive Director shall be responsible for administering this Agreement on behalf of the Board.

3. RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer shall recognize the Canadian Union of Public Employees, Local 401 as the sole bargaining agent for the employees of the Vancouver Island Regional Library, excluding librarians, maintenance workers and pages; and agrees to recognize the Union and its appointed representatives concerning all matters relating to the administration, operation, application or interpretation of the Collective Agreement and matters relating to the relationship of the parties bound by this Agreement.
- 3.02 The Central Services general maintenance position which is titled "Central Services Maintenance" shall be included in the bargaining unit

without prejudice to the general maintenance exclusion contained in sub-section 3.01 above.

- 3.03 Volunteers shall not perform work that would replace, displace or be in lieu of *bargaining unit* positions. It is understood this does not affect the present practice of having volunteers operate book stations, or the presentation of special library programs in work locations.
- 3.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 3.05 The Employer shall not enter into any agreement with an employee or group of employees that conflicts with the provisions of this Agreement.**

4. NO DISCRIMINATION

- 4.01 The Board recognizes that there shall be no discrimination against the employees because of their activities as members of the Union.
- 4.02 The Employer recognizes the role of stewards selected by the Union. **Provided operational requirements permit,** stewards shall be entitled to reasonable time off work without loss of pay to investigate complaints of an urgent nature and to investigate grievances and assist any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure. **Stewards** shall leave their workstation without consulting the supervisor.

5. UNION SECURITY

- 5.01 All members of the Union must maintain membership in good standing as a condition of employment.
- 5.02 New employees are required to join the Union and pay its initiation fees immediately upon being hired. The Board shall inform new employees of this requirement prior to their employment.

6. CHECK-OFF OF UNION DUES

- 6.01 Effective on the date of employment the Employer shall deduct from every employee an employee's written assignment of any dues and assessments levied by the Union in accordance with it's Constitution and By-Laws.
- 6.02 The Union must advise the Employer in writing of the amount of its regular dues and assessments. The amount as advised shall continue to be the amount to be deducted until changed by further written notice by the Union.
- 6.03 Deduction shall be made from the first pay period of the month, or bi-weekly where applicable, and shall be forwarded to the Union not later than five (5) days following the payroll date, accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts and the hours worked in each case. **This information will be forwarded to the Union in an electronic format.**

7. COPIES OF AGREEMENT

- 7.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.
- 7.02 A copy of this Agreement shall be presented to the new employee upon commencing employment.
- 7.03 A copy of this Agreement shall be posted in Central Services and in each work location.

8. CORRESPONDENCE

All correspondence between the Union and the Employer shall pass to and from the President of the Union and the Director or designate. The 2nd Vice-President of the **Vancouver Island Regional Library** shall be provided with a copy of correspondence from the Employer. **This information will be forwarded to the Union in an electronic format, with a hard copy being forwarded if necessary.**

9. LABOUR/MANAGEMENT COMMITTEE

The parties shall form a Joint Labour/Management Committee. Each party shall appoint a maximum of three (3) members to this Committee, which shall have a mandate to discuss any matter of mutual interest, save and except active grievances. The committee shall meet as soon as operationally possible following a written request for a meeting by either party. **The parties shall develop an agenda for each committee meeting at least seven (7) days prior to the meeting.** Only items on the agenda shall be eligible for discussion at any meeting, unless the committee members agree otherwise.

10. N/A

11. **BOARD MINUTES**

The Union shall be included on the distribution list for regular Library Board meeting agendas and minutes of Board meetings, with the exception of minutes of in-camera meetings. The Union may submit a written submission on agenda items, which affect employees within the bargaining unit. The Union may submit a request to speak to agenda items, which affect employees within the bargaining unit. Such request will be dealt with in accordance with the Board's established procedures.

12. **GRIEVANCE PROCEDURE**

12.01 **DEFINITION OF GRIEVANCE**

A grievance shall mean all differences between the persons bound by this Agreement concerning the interpretation, application, administration, or any alleged violation of this Agreement.

12.02 **SETTLING OF GRIEVANCES**

An employee desiring to resolve a dispute shall either themselves or accompanied by a Union representative, take the matter up first with the designated local supervisor and attempt to resolve the dispute within fifteen (15) working days of first becoming aware of the event giving rise to the grievance and attempt to resolve the dispute within fifteen (15) working days, failing settlement then:

STEP 1

An employee desiring to resolve a dispute shall either themselves or accompanied by a Union representative, take the matter up first with the designated local supervisor and attempt to resolve the dispute within fifteen (15) working days, failing settlement then:

STEP 2

An authorized representative of the Union shall submit a grievance in writing to an authorized representative of the Employer. The Employer will respond to the grievance in writing within ten (10) working days. Failing settlement then:

STEP 3

The grievance will be reviewed by up to three (3) representatives of the Employer and up to three (3) representatives of the Union, within ten (10) working days, failing settlement then:

STEP 4

The Union may refer the dispute to arbitration.

12.03

- a) The time limits set forth in Steps 1 to 4 may be extended with the mutual consent of both parties.
- b) During the first fifteen (15) days between Step 1 and Step 2, authorized representatives of each party may meet for the purpose of clarifying the issues in dispute. Should a settlement be reached the decision shall be final.

12.04 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.

12.05 REPLIES IN WRITING

All grievances and replies shall be in writing.

13. ARBITRATION

13.01 If the grievance is not satisfactorily settled under the provisions of Article 12, the matter shall be referred to a Board of Arbitration composed of three (3) persons as follows:

- a) The party desiring arbitration shall appoint a member for the Arbitration Board and shall notify the other party in writing of the appointment, and of the matter to be arbitrated.
- b) The party receiving the notice shall, within five (5) days, appoint a member for the Arbitration Board and notify the other party of the appointment.
- c) The arbitrators so appointed shall confer to select a third person to be Chair and should they fail to agree within three (3) days upon a person willing to act, they shall apply to the Minister to appoint such a third person.
- d) Notwithstanding the provisions contained in sub-sections (a), (b) and (c), the Parties may, by mutual agreement, have the option to appoint a single arbitrator.

13.02 The Arbitration Board shall sit, hear the parties and make its award within ten (10) days from the date of the appointment of the Chair, PROVIDED the time may be extended by agreement of the parties. The decision of the Arbitration Board shall be final and binding upon both parties insofar as such a decision is not inconsistent with any law, order or directive of any Government. The Arbitration Board shall deliver its award in writing to each of the parties.

13.03 Each party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the compensation and expenses of the Chair and stenographic and other expenses of the Board of Arbitration.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 An employee may be suspended or dismissed for just and reasonable cause. Such employee and the Union shall be advised promptly in writing of the reason for such discharge or suspension.

14.02 Where it is deemed necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard, the Employer shall provide written particulars of such censure to the employee involved, with a copy sent concurrently to the President of the Union and the 2nd Vice-President for the Vancouver Island Regional Library. **Employees may request the removal of any disciplinary document from their personnel files, after twenty-four (24) months have expired from the date such document was placed therein. The Employer shall not unreasonably deny requests under this section based upon the nature of the disciplinary document in question, provided there have been no other disciplinary documents placed in the employee's file during such period.**

14.03 RIGHT TO HAVE STEWARD PRESENT

- a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- b) Where a supervisor intends to interview a steward for disciplinary purposes, the supervisor shall make every effort to notify the steward in advance of the purpose of the interview in order that the steward may contact an alternate steward or staff representative of the Union, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

14.04 ACCESS TO PERSONNEL FILE

Any employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

- 14.05 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Employees who fail to fulfil their job duties by reason of a refusal to cross a picket line shall be considered to be absent without pay.

15. SENIORITY

- 15.01 Seniority is the length of service an employee has with the system since the date of last hiring. Temporary employees who are hired as probationary employees for permanent positions within six (6) months of completing their last period of temporary employment shall, upon completion of probation, have the last period of temporary employment included in their seniority. The application of seniority shall be on a bargaining unit wide basis except as otherwise provided in this Agreement.

- 15.02 **a) In filling posted vacancies at the Group I level, seniority shall be the determining factor, provided that the employee in question has the required skills, knowledge and ability.**
- b) When filling posted vacancies at the Group II level or above, skills, knowledge and ability shall be the primary considerations and where these factors are relatively equal among applicants for the position, seniority shall be the deciding factor.**
- c) Skill, knowledge and ability shall be bona fide and work related and shall not be established in an arbitrary, discriminatory or bad faith manner.**
- d) When filling posted vacancies, current employees shall receive preference over external applicants in the following rank order, provided that the current employee in question has the required skills, knowledge and ability:**
- i) First, to permanent employees, and next**

ii) To casual and temporary employees who have completed two hundred and forty (240) hours actually worked.

- 15.03 a) A new full-time employee and a new part-time employee on a more than half-time schedule (17- 1/2 hours per week) shall enter upon probation for a period of three (3) months before the appointment is made permanent.
- b) A new part-time employee employed on a less than half-time schedule shall enter upon probation for their first sixty (60) shifts or six (6) months, whichever is the lesser, before the appointment is made permanent.
- c) It is understood that for the purpose of Article 15.03 (b), an employee who works on any day shall be considered to have worked a shift.
- 15.04 On completion of probation, the probation period shall then be included in the service credits of the employee for all purposes.
- 15.05 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- 15.06 Discretionary hours that become available at a particular work location, shall be scheduled so as to best meet operational requirements. When the Employer makes part or all of these hours available to the current part-time staff **at that location**, it shall endeavour to offer such work to those part-time employees with the required knowledge, skill and ability who are available, in seniority order, provided that the existing permanent schedules **at the location** are not disrupted. For purposes of this section, "discretionary hours" represent additional hours which are over and above the established scheduled hours **at the location** or hours which become temporarily available as a result of the absence of another employee from the location.

16. PROMOTIONS AND STAFF CHANGES

- 16.01 a) Where vacancies occur or new positions of a permanent nature are created, a notice thereof outlining the position, classification, and qualifications required shall be posted in the Library Central Services and work locations at least two (2) weeks prior to the

advertisement being made public. All remote work locations are to be notified by fax machine in order to have a chance to respond.

- b) Where the Employer determines to fill a temporary vacancy, which is known to be for a period of **four (4)** months or more, it shall be posted in accordance with Article 16.01 (a). Any subsequent vacancy that results from this posting, or a temporary vacancy of less than **four (4)** months is not required to be posted.

16.02 A new employee, or an employee moving from one category to another, shall be informed by the Board in writing of their category and starting salary, but may be placed on any step of that category according to proven ability and experience.

16.03 A letter stating the category of said employee shall be sent to the Union within thirty (30) days.

16.04 Employees promoted from one category to another shall receive no decrease in salary.

16.05 Trial Period

Employees promoted or awarded new positions shall be given sixty (60) working shifts in which to prove satisfactory and should they fail to do so, they shall be returned to their former positions and salary rates, without loss of seniority. All other employees promoted or transferred as a result of the original promotion shall be returned to their former positions and salary rates, without loss of seniority. Should the former position no longer exist, the employee(s) in question shall be deemed to be laid off. The sixty (60) shift period may be extended by mutual agreement of the parties. Employees who do not wish to continue in their new positions may request to return to their former positions during the sixty (60) shift period. Such requests require the mutual agreement of the Board and the Union in order to be approved.

- 16.06 a)(i) **Employees, who are required by their supervisor to replace an absent employee in a higher classification, by carrying out the principle duties of such position and accepting the principal responsibilities of the higher classified position for four (4.0) hours or longer in any day, shall effective December 12th, 2004, be paid at the minimum rate in the scale for the higher classification.**

- (ii) **Any employee who is temporarily required to carry out the duties of a position in a lower classification to that which they normally hold will not have their wage rate reduced while performing the temporary duties.**
 - (iii) **Employees in a lower classification will not automatically be considered replacements in a higher position under subsection (i) when the incumbent in the higher position is absent, unless they are specifically instructed to do so by their supervisor.**
 - (iv) **During periods when a work location is open and there is no Circulation Supervisor or Assistant Circulation Supervisor on duty, a Library Assistant on duty shall be required to assume responsibility for the good and welfare of the work location and will receive a thirty-cent (\$0.30) per hour premium. Effective January 1st, 2005, this premium shall be increased to forty cents (\$0.40) per hour. Effective January 1st, 2006, this premium shall be increased to fifty cents (\$0.50) per hour. This responsibility will be offered by seniority to the Library Assistants who are on duty at the time. Such premium shall not be paid for periods of less than one (1) hour, or when an employee is receiving acting pay under sub section (i) above.**
- b) In applying sub-section 16.06, a shift shall be the hours scheduled for the day for the higher classified position.
 - c) Employees in a lower classification will not automatically be considered replacements in a higher position during days or hours when the incumbent in the higher position would not normally be scheduled to work, such as flex days or regular days off, unless specifically instructed to do so.

17. LAY-OFF AND RECALL

17.01

- a) A layoff is defined as a termination of employment or a reduction in an employee's regular weekly schedule by more than twenty percent (20%), cumulatively.
- b) The Employer shall notify employees who are to be laid-off thirty (30) days prior to the effective date of lay-off, or award pay in lieu thereof.

- c) Should a layoff occur in any department or work location, the temporary and/or casual employees working in that department or work location shall be laid off prior to the layoff of the permanent work force in that department or work location, provided that the permanent employees remaining in that department or work location have the skill, knowledge and ability to perform the work in question. Permanent employees who replace temporary employees under this section shall be eligible for recall to a permanent position while working in the temporary capacity. When the temporary work comes to an end, the permanent employee shall be laid off and placed on the recall list at that time.

17.02 In the event of lay-off the following shall apply:

- a) An employee cannot bump up to a higher classification.
- b) An employee who is laid-off shall have the right to bump any junior employee in the bargaining unit whose regular schedule does not exceed the laid-off employee's previous regular schedule by more than seven (7) hours per week.

17.03 Bumping rights shall be applied in accordance with the following terms:

- a) The Employer must be notified by the Union or the employee, within ten (10) working days of an employee receiving notice of lay-off, of where the bumping will occur.
- b) An employee who has given notice to bump must be prepared to take up the duties of the new position within thirty (30) calendar days of giving such notice. Failure to meet this commitment will result in the bump being cancelled and the employee losing their bumping rights.
- c) Where the right to bump is exercised, the change in job and/or location shall be entirely at the employee's expense.

17.04

- a) Laid off permanent employees on the recall list shall be offered, in seniority order, casual and temporary work that becomes available during their recall periods, provided they have the skill, knowledge and ability to perform such work.

- b) Laid off permanent employees, wishing to avail of casual and/or temporary work under this Section, must so inform the **Library Manager or Circulation Supervisor(s) in the work locations (as applicable), or their direct Supervisor in Central Services,** in writing, in advance, on a form provided by the Employer. They must also provide a current telephone number where they can be reached. The Employer shall be deemed to have met its' obligation to offer work to laid off employees under this Section by attempting to contact the laid off employee at the number so provided. When two (2) or more laid off employees are seeking casual or temporary hours at a particular **work location**, seniority shall apply.
- c)
1. Laid off permanent employees shall not have the right to work more casual and/or temporary hours under this Section in any calendar month than the total straight-time hours they normally worked per month immediately prior to their lay-off.
 2. Once the laid off employees attain the monthly hours worked prior to their lay-off, additional casual or temporary hours that become available shall be scheduled by the Employer in accordance with Article 15.06.
- d)
1. Laid off permanent employees shall each keep an accurate record of the casual and/or temporary hours they work under this Section. They must also inform all applicable **supervisors (as above)**, in each calendar month, when they have worked the maximum number of accumulative hours they have a right to work in that month under this Section.
 2. Employees, who fail to so inform the applicable **supervisors (as above)**, shall receive a written warning on the first occasion of so failing. On each additional occasion, they shall be subject to further discipline and they shall be disqualified from receiving any additional recall rights as a result of working in that month.
- e) The laid off employee's eighteen (18) month recall period shall be extended by one (1) month for each calendar month in which the employee performs any casual and temporary work under this Section, provided that the maximum recall period for any employee shall be thirty-six (36) months from their initial lay-off date.

17.05 Employees on lay-off shall be able to exercise their seniority in applying for vacancies or new positions that become available. No new employees will be hired until every employee on lay-off has been offered recall in order of their seniority. However, employees on recall shall have the right to refuse recall and remain on the recall list for a period of eighteen (18) months from the last day of work. Copies of Job Postings will be mailed to the last known address of employees on lay-off status.

17.06 Laid off permanent employees, on the recall list, who were in receipt of employee benefits under Article 28 at the time of their lay-off, shall be entitled to maintain the following benefit coverage during the recall period (as defined in Article 17.05, provided the employee pays one hundred percent (100%) of the cost of such benefits and provided further, that the applicable insurance contracts permit such coverage to continue:

Medical Services Plan (MSP)
Extended Health Benefits (HB)
Dental Plan Coverage

18. HOURS OF WORK

18.01 The working week shall be thirty-five (35) hours for full-time employees.

A normal **full-time** working week shall consist of five (5), seven (7) hour days. **Unless they agree otherwise, permanent full-time employees shall have two (2) consecutive days off each week.**

A normal workweek for permanent part-time employees shall include a schedule, which allows not less than two (2) days off each week, unless they agree otherwise.

The system of alternating five (5) and four (4) day work weeks in the Library Central Services will be maintained. This system will not reduce hours of work but will feature longer workdays to provide a long weekend every other week.

This system will only be operated where there will be no reduction in service to clientele and no additional staff required. Regular work breaks in both the first half and last half of full shifts will be maintained. Any extra hours that occur in any week to accommodate this system or

to permit an employee to change their non-working day will not be considered overtime.

18.02 The Employer shall not reduce the hours of any employee below those in effect in order to circumvent the fringe benefits contained in this Agreement including Medical, Dental, Extended Health, Group Life Insurance and Statutory Holidays for part-time employees.

18.03 Employees called to work will be guaranteed a minimum four (4) hours work. The four (4) hours will be in a block and not split except in work locations that are open for less than four (4) hours at a time.

Split shifts shall be a maximum of seven (7) straight-time hours, which must be completed within ten (10) consecutive hours of the employee first commencing work. When a seven (7) hour split shift extends beyond this ten (10) consecutive hour period, that portion of the shift so extending shall be paid at double time (2X).

18.04 SUNDAY OPENINGS

The following applies to Sunday openings:

- a) Employees, who work Sundays, shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all straight time hours so worked. This premium does not apply when overtime rates are being paid.
- b) When staffing a Sunday shift, the Employer shall first seek volunteers from among the employees currently working in the affected classification in that work location. When an insufficient number of these employees volunteer, the Employer may select the required number of employees from the affected classifications in reverse order of seniority.
- c) The Employer shall give the Union at least four (4) weeks notice when it intends to reconfigure the hours in a work location to accommodate a Sunday opening. The Parties shall meet during this notice period to discuss and to reduce, as much as operationally possible, the negative effects of the reconfiguration on the employees in that work location, provided that in so doing the Employer's customer service goals are being met. Full-time employees in the work location shall not have their hours reduced to part-time as a result of such reconfiguration, and the Employer

shall endeavour to minimize any resulting reduction in the hours of work of part-time employees in the work location.

19. OVERTIME

19.01 Overtime shall be defined as all work in excess of seven (7) hours in a day and/or thirty-five (35) hours in a week, and shall be paid on the following basis:

- a) Time and one-half (1.5X) the applicable hourly rate for all hours worked in excess of seven (7) hours per day, or for all hours worked in excess of thirty-five (35) hours per week.
- b) Double time (2X) the applicable hourly rate for all hours worked in excess of ten (10) hours per day, or in excess of forty-two (42) hours per week.

19.02 Employees are permitted to bank authorized overtime, at the rate of time and one-half, to a maximum of fourteen (14) hours. Banked hours may be taken as time off at a time which is mutually agreeable to the employee and the Board. Banked hours in excess of fourteen (14) will be paid out. Any banked hours remaining at the end of the year will be paid out.

20. SHIFT DIFFERENTIAL

For hours worked after 6:00 p.m., a premium of thirty cents (\$0.30) per hour shall be paid.

21. HOLIDAYS

21.01 All Statutory Holidays, hereafter enumerated, so declared by the Provincial or Federal authorities, shall be granted with pay to all full-time employees:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

21.02 Where such statutory holidays fall within the vacation period of a full-time employee, they may be added to the vacation period of the employee.

21.03 Similarly, where such statutory holidays fall on the day-off of any full-time employee, they shall be granted at a time which is mutually agreeable to the employee(s) and the Board.

21.04 Regular part-time employees will be paid for all Statutory Holidays on a pro-rata basis.

21.05 PRO-RATING CLARIFICATION

a) Pro-rating is determined by comparing the employee's normal weekly schedule against the standard thirty-five (35) hour week. For part-time employees who work a two (2) week schedule the total hours for the two (2) weeks will be divided by two (2) to determine their average weekly hours.

b) Where a part-time employee's pro-rated Statutory benefit amounts to less than their normal daily schedule, the employee may elect to bank or accumulate the benefit until there are sufficient hours to be taken as a day off with pay at a time which is mutually agreeable to the employee(s) and the Board.

21.06 HOLIDAY RATES

Rates for statutory holidays will be based on the employee's regular rate of pay. Employees who are replacing a person in a higher classification in accordance with Article 16.06, shall receive the higher rate if they are scheduled to work in the higher classification on both their last scheduled work day before and their first scheduled work day after the statutory holiday.

22. VACATIONS

22.01 ENTITLEMENT – FULL-TIME EMPLOYEES

Full-time employees shall be entitled to annual vacations as follows:

a	During the first (1 st) calendar year or part calendar year continuous service	One and one-quarter (1.25) days per month for each month or part month greater than one-half (1/2) actually worked.
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b	During the second (2 nd) calendar year of continuous service, up to and including the sixth (6 th) calendar year of continuous service	Fifteen (15) working days or six percent (6%), whichever is greater.
c	During the seventh (7 th) calendar year of continuous service, up to and including the fifteenth (15 th) calendar year of continuous service	Twenty (20) working days or eight percent (8%), whichever is greater.
d	During the sixteenth (16 th) calendar year of continuous service, and each calendar year of continuous service thereafter	Twenty-five (25) working days or ten percent (10%), whichever is greater.

22.02 ENTITLEMENT – PART-TIME EMPLOYEES

- a) All part-time employees are entitled to three (3) weeks vacation **time off, with pay as set out below in subsection (c)**, after one (1) year of service. A proportionate vacation period will be granted to those whose service is less than one (1) year.
- b) Part-time employees are entitled to four (4) weeks vacation **time off**, with pay **as set out below in subsection (c)**, after six (6) years of **continuous** employment from date of hire; and five (5) weeks of vacation **time off**, with pay **as set out below in subsection (c)**, after fifteen (15) years of **continuous** employment from date of hire.
- c) **Each part-time employee's yearly vacation time off entitlement shall be converted to hours. Vacation time off must be approved by the Supervisor.**
- d) **Part-time employees shall receive vacation pay in the amount of two percent (2%) of earnings in that year for each week of their vacation entitlement.**
- e) **Vacation pay for part-time employees will be paid at the end of each year or the earned portion will be made available, once or twice each year, when the employee takes holidays if the employee so wishes, with the remainder paid at the end of the year.**

22.03 Employees shall not receive less vacation entitlement than is set out in Employment Standards.

22.04 Employees shall not be eligible to receive incremental increases in their vacation in accordance with the above sections, based upon their years of continuous service, until after they have reached their anniversary date in each applicable calendar year.

22.05 VACATION YEAR DEFINED

The vacation year shall be January 1st to December 31st for purposes of this Article. Employees are required to take their full annual vacation entitlement, as time off, in each vacation year, subject to the provisions of Section 22.09.

22.06 VACATION SCHEDULING

Employees may schedule their full annual vacation entitlement off, in the normal fashion, as at January 1st of each vacation year, provided that in the case of termination, any vacation taken but not earned at the date of termination, shall be repaid in accordance with Section 22.07.

22.07 VACATION ENTITLEMENT ON TERMINATION

When the employment of an employee terminates for any reason after that employee has taken their annual vacation entitlement in any year, the employee shall be required to repay to the Employer an amount equal to the vacation taken but not earned. An adjustment shall be made to the employee's final pay cheque in order to recapture such overpayment.

22.08 VACATION CREDITS UPON DEATH

Employees leaving the service of the Library shall receive full payment for any accrued vacations earned but not taken as at the date of termination. In the event of death, this amount will be paid to the employee's estate or beneficiary, as applicable.

22.09 APPROVED LEAVE OF ABSENCE WITH PAY DURING VACATION

When an employee becomes ill, disabled or suffers an accident while on paid vacation, they shall be entitled to utilize accumulated sick leave or disability benefits for the duration of the illness or disability, without

loss of vacation time. Proof of illness or accident shall be required by means of a Doctor's certificate.

22.10 BEREAVEMENT LEAVE DURING VACATION

When an employee qualifies for bereavement leave or compassionate leave while on paid vacation, they shall be able to take such time without loss of vacation time.

22.11 VACATION CARRY-OVER

Vacation credit in excess of the normal monthly accumulation towards the following year's vacation may not be carried over after December 31st without the permission of the Board.

22.12 APPROVED VACATION SCHEDULES

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, or except by mutual agreement between the employee and the applicable supervisor.

23. SICK LEAVE PROVISIONS

23.01 One and one-half (1-1/2) days per month [eighteen (18) working days per year] shall be granted as sick leave to all full-time employees and all regular part-time employees shall be granted sick leave proportionately to the time worked. Commencing March 17, 2002, permanent employees shall earn sick leave credits during approved sick leave.

23.02 Sick leave may be accumulated by regular full-time employees to a maximum of one hundred and twenty (120) working days and all regular part-time employees accumulate sick leave to a maximum proportionate to the time employed.

23.03 A temporary employee who works for a period of three (3) months or more is entitled to the benefits as outlined in subsections 23.01 and 23.02 above.

23.04 In case of prolonged illness, special consideration may be given by the Board upon the Director's recommendation.

23.05 Medical and hospital certification may be required of any employee who is absent because of sickness for a period of more than three (3) days.

23.06 Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments shall be permitted with the absence charged to the employee's sick leave.

24. LEAVE OF ABSENCE

24.01 UNION BUSINESS

Time off with pay may be granted to official representatives of the Union, upon application to and permission of the Supervisor, when it becomes necessary to transact union business with the Employer in connection with matters affecting the members of the bargaining unit. Such leave shall not be unreasonably denied or delayed.

24.02 BEREAVEMENT LEAVE

a) In the event of the death of a member of an employee's immediate family, the employee shall be **granted** leave with pay **on the** five (5) **scheduled** working days **that fall within a reasonable period following the death.** In addition, the employee shall be granted two (2) working days for travel or making funeral arrangements when necessary. Immediate family is defined as spouse, mother, father, brother, sister, children (including stepchildren), parents-in-law, stepparents, common-law spouse, grandparents and grandchildren.

b) Compassionate Leave

Paid compassionate leave due to serious illness **(life threatening or potentially life threatening)** in the immediate family, **as defined in article 24.02,** may be granted to an employee for up to **a maximum of three (3) days in any calendar year (Jan.-Dec.).** **In addition, the employee may utilize up to two (2) days of his/her sick leave accrual for this purpose, if available, in any calendar year.**

24.03 GENERAL LEAVE

- a) An employee shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.
- b) Following the completion of five (5) years of service, an employee's request for an extended vacation leave without pay will be granted for a maximum period of two (2) months. In the event of a request for a leave for a period in excess of two (2) months, approval for the period in excess of two (2) months will be considered in accordance with the terms of sub-section (a) above. Extended vacation leaves without pay will be granted in accordance with the following terms:
 1. The Employer reserves the right to limit the number of employees on leave at any one time.
 2. An employee cannot apply for another period of extended vacation leave until five (5) years of service have been completed following return from the previous leave.
 3. In the event there is more than one application covering the same time period, employees who have not previously had an extended vacation leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.

24.04 PREGNANCY LEAVE

- a) An employee, on her written request for pregnancy leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

A request under subsection (a) must:

1. be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence pregnancy leave, and
2. be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (d), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

24.05 PARENTAL LEAVE

- a) An employee, on their written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- b) A request under subsection (a) must:
 - i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - ii) be accompanied by:
 1. a certificate of a medical practitioner or other evidence stating the date of birth of the child or the

probable date of birth of the child if a certificate has not been provided under Article 24.04 (a) (2), or

2. a letter from an agency that placed the child providing evidence of the adoption of the child.
- c) The birth mother is entitled to parental leave for a period of thirty-five (35) consecutive weeks (thirty-seven (37) weeks for the birth father or adopting parents) or a shorter period the employee requests, commencing:
1. in the case of a birth mother, immediately following the end of the pregnancy leave unless the Employer and the employee agree otherwise,
 2. in the case of a birth father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
 3. in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- d) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

24.06 COMBINED MATERNITY AND PARENTAL LEAVE

Notwithstanding Articles 24.04 and 24.05 sections (a) and (c), an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of fifty-two (52) weeks.

24.07 EMPLOYER MAY REQUIRE EMPLOYEE TO TAKE LEAVE

An employer may require an employee to commence a leave of absence under Article 24.04 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue

the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

24.08 EMPLOYMENT DEEMED CONTINUOUS

The services of an employee who is absent from work in accordance with Article 24.04 and/or 24.05 shall be considered continuous for the purpose of Article 22 (Vacations) and Article 17 (Lay-off and Recall), and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- a) the Employer pays the total cost of the plan, or
- b) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.

24.09 REINSTATEMENT

- a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 24.04 and/or 24.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- b) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 24.04 and/or 24.05 and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in Article 17 of this Agreement, comply with Article 24.09 (a).

24.10 PROHIBITION

- a) An employer shall not:
 - 1. terminate an employee, or
 - 2. change a condition of employment of an employee without the employee's written consent because of an absence authorized by Article 24.04 and/or 24.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Article.

- b) The burden of proving that
 - 1. the termination of an employee, or
 - 2. a change in a condition of employment of the employee without the employee's written consent, is not because of an absence authorized by this Article 24.04 and/or 24.05 or because of an employee's pregnancy, is on the Employer.

24.11 LEAVE FOR COURT APPEARANCES

- a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve on jury duty or as witness in a court action, provided such court action is not occasioned by the employee's private affairs. In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except traveling and meal allowance not reimbursed by the Employer.
- c) For all above leaves, the employee shall advise their supervisor as soon as they are aware such leave is required.

24.12 EFFECT OF ABSENCES ON VACATION AND BENEFITS

- a) A permanent employee's annual vacation entitlement shall continue to accrue when he/she is off work on paid sick leave pursuant to article 23, or other leaves paid directly by the Employer.
- b) When a permanent employee is off work on an approved WCB wage loss claim, his/her annual vacation entitlement shall continue to accrue for the first twelve (12) calendar months. Should such absence continue for longer than twelve (12) calendar months, the employee's annual vacation entitlement(s) in the year(s) he/she is absent shall be reduced on a prorated basis in accordance with the percentage of time the employee actually worked versus the amount of time he/she would have worked had he/she not been so absent.

- c) In the case of all other absences, including LTD but excluding pregnancy and parental leave:
- (i) After a total of thirty (30) calendar days in any calendar year, the employee's vacation in the year(s) of the absence shall be reduced on a pro-rated basis in accordance with the percentage of the time employee actually worked versus the amount of time he/she would have worked and he/she not been so absent. Notwithstanding this, permanent employees, who are on unpaid leave approved by the Employer (including unpaid sick leave) for a total of six (6) calendar months or less in any calendar year, shall accrue unpaid vacation [i.e. vacation time off but no pay for the period of the absence, maximum six (6) calendar months].
 - (ii) Approved leaves of absence shall be included as service for purposes of future vacation entitlements.
- d) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on paid sick leave pursuant to article 23, or other leave paid directly by the Employer, his/her eligibility for Medical Services Plan, Extended Health Benefits Plan, Dental Plan, LTD and Group Life Insurance Plan coverage shall continue, provided the employee continues to pay his/her share of the costs of maintaining same if applicable. In the case of unpaid sick leave eligibility for such benefits, except LTD, shall continue for a total of thirty (30) calendar days in any calendar year, provided the employee continues to pay his/her share of the costs of maintaining same if applicable. After a total of thirty (30) calendar days in any calendar year, section (f) shall apply.
- e) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on an approved WCB wage loss claim for twelve (12) months or less, his/her Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits shall continue, provided the employee continues to pay his/her share of the costs of maintaining same, if applicable, in advance each month.
- f) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on general leave, he/she

shall have the option to continue Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits providing the employee pays the full premium costs in advance each month.

- g) Permanent employees, who are otherwise eligible for benefits under article 28 and who are off work on LTD, shall have the option to continue Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits providing the employee pays the full premium costs in advance each month.

24.13 EDUCATION LEAVE

Employees may request unpaid education leave to a maximum of one (1) year, approval for which shall not be denied by the Employer without just cause provided the course of study will be of benefit to the Employer or is directly related to the employee's current or future employment with the Employer. Courses longer than one (1) year shall be considered at the Employer's discretion.

25. PAYMENT OF WAGES AND ALLOWANCES

- 25.01 Wages shall be paid in accordance with the Salary Schedule attached hereto and forming part of this Agreement.

25.02 USE OF PRIVATE VEHICLES

The Board shall pay employees whom it requires to use their personal vehicles on the Board's business the same mileage allowance as that authorized for Board members. Employees can claim mileage at the rate prevailing for the Board in that calendar year.

25.03 PAY DAYS

Employees shall be paid bi-weekly with paydays on alternate Fridays. A comprehensive statement shall accompany each pay cheque detailing all payments, allowances and deductions.

25.04 WORKSHOPS AND SEMINARS

Employees who attend workshops or seminars at the Employer's request shall be paid for their travel time and time spent at the workshop or seminar at their regular rate of pay. However, workshop and seminar hours and travel time shall be deemed not to be hours of work as described in Article 18.01 and are not counted in determining hours of work in a day or week to result in the payment of overtime rates.

26. SEVERANCE PAY

Permanent full-time employees who have ten (10) years of consecutive service and who retire on the Municipal Pension Plan after their sixtieth (60th) birthday, but on or before their seventieth (70th) birthday, will be awarded two (2) months' pay at the rate that prevailed at the time of retirement. On completion of ten (10) years continuous service, permanent part-time employees, who retire on the Municipal Pension Plan after their sixtieth (60th) birthday but on or before their seventieth (70th) birthday, will be awarded two (2) months' pay at the rate of pay that prevailed at the time of retirement in the amount of their average monthly earnings during the six (6) month period before retirement.

27. JOB CLASSIFICATION AND RECLASSIFICATION

27.01 In case of newly created positions, the conditions and rates of pay shall be negotiated between the Board and the Union.

27.02 The Union recognizes the Employer's right to assign work and evaluate jobs. However, where the duties of any job are materially changed, the Union has the right to question the classification of the job in question and, if the issue is not resolved, submit the matter through the grievance/arbitration process.

- 27.03 The Employer shall provide the Union with a copy of the Job Evaluation system, including point factor ratings of existing jobs. When a new job is created or an existing job is materially changed with the result that the Union questions the classification of same, the Employer shall provide the Union with its rating for such new/materially changed job.
- 27.04 When adjudicating the appropriate classification of any job referred to arbitration under the above subsections, the arbitrator shall have the jurisdiction to establish an additional salary group provided that in so doing the arbitrator's primary consideration shall be internal equity.
- 27.05 The Union will be added to the distribution list for **bargaining-unit** job descriptions.
- 27.06 Clerical workers shall not be displaced or replaced by Pages.

28. EMPLOYEE BENEFITS

28.01 COVERAGE

- a) **The Employer shall provide the Union with copies of such benefit plan documents that are provided to it by the carrier(s). The Employer shall not change or amend the benefits and/or benefit levels provided under the Dental, Extended Health Benefit, Group Life Insurance and Long Term Disability Plans in effect after December 12th, 2004 without the Union's consent. This does not include changes made by the carrier within its plan over which the Employer has no option or control.**
- b) All employee benefits are available to permanent full-time employees as a condition of employment.
- c) **Permanent part-time employees, working half-time (1/2) or more on a regular basis, shall participate as a condition of employment in the medical, dental, extended health and group insurance benefits with the Employer prorating the contributions to premiums according to hours they are normally and regularly scheduled to work. Effective January 1, 2006, part-time employees, working half-time (1/2) or more on a regular basis, shall receive the above listed on the same basis as full-time employees (i.e. no prorating of premiums).**

Discretionary hours as defined in Article 15.06, except temporary assignments of thirty (30) consecutive calendar days or longer approved by the Employer, shall not be included in a permanent part-time employee's regular schedule for purposes of qualifying the employee for benefits under this clause (i.e. they shall not be counted so as to raise the employee above the .50 FTE benefit qualification threshold).

- d) **Permanent part-time employees, who are regularly scheduled to work less than on-half (1/2) time, shall be covered by the Group life insurance Plan. In addition to this benefit and their vacation statutory holiday and sick leave entitlements, such employees will be paid one percent (1%) on each pay cheque in lieu of the other benefits provided by this article (28) effective January 1, 2005. Effective January 1, 2006, this percentage shall be increased to two percent (2%).**
- e) The above notwithstanding, employees having equivalent coverage through a spouse, etc. are not required to participate.
- f) Where two employees(s) live in a spousal arrangement, both employees shall be eligible for individual group life insurance and long term disability coverage. The Employer shall provide medical, dental and extended Health benefit coverage for that family unit, as if only one spouse was employed. Should one of the spouses in such family unit be laid off, terminated or otherwise become ineligible for benefits under this Agreement, the Medical, Dental and Extended Health benefit coverage for the family unit shall continue uninterrupted, provided the other spouse remains employed and is eligible for benefits.
- g) There is a ninety (90) day waiting period following application for all benefits except Basic Medical and Extended Health Benefits.

28.02 MEDICAL, DENTAL AND EXTENDED HEALTH BENEFITS

Medical, Dental coverage and the Extended Health Benefits Plan through the Benefits Provider(s) shall be made available to all employees, pursuant to the conditions of the agreement between the Benefits Provider(s) and the Board.

The Employer shall pay one hundred percent (100%) of the premium cost for basic medical, dental, and extended health benefit plans. (See Article 28.01)

The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide maximum Orthodontic coverage under the Extended Health Benefit of \$2,500.00.

The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide Dental Plan improvements as follows:

Plan "A" – 90%

Plan "B" – 60%

The Employer will contract to amend the Extended Health Benefit Agreement with the *Benefits Provider(s)* to add vision care. The vision care option will apply to charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable under this plan shall be \$300.00 per person in two (2) calendar years. This option will be subject to the same deductible amount and percentage payment as the other portions of the Extended Health Benefit. (Safety goggles and sunglasses plain or prescription are not included.)

28.03 GROUP LIFE INSURANCE

Group Life Insurance shall be available to all permanent, full-time employees pursuant to conditions of the agreement between the Company administering the Insurance and the Board.

The Employer shall pay one hundred percent (100%) of the premium cost for the Group Life Insurance plan. (See Article 28.01)

28.04 PENSION PLAN

All eligible employees shall be covered by the terms of the Municipal Pension Plan pursuant to the Public Sector Pension Plan Act.

28.05 LONG TERM DISABILITY BENEFITS (LTD)

LTD Benefits shall be available to all permanent, full-time employees pursuant to the terms and conditions of the agreement between the Company administering the Plan and the Board. The benefit level provided under this Plan shall be sixty percent (60%) of an eligible employee's normal basic earnings, to a maximum of twenty-five hundred dollars (\$2500.00) per month, payable to age sixty-five (65). The Board shall pay sixty percent (60%) of the premium costs for the above coverage, provided that eligible employees pay the remaining forty percent (40%).

Effective as soon as operationally possible following December 12th, 2004, the Employees shall pay one hundred percent (100%) of the cost of the LTD premiums, thereby making LTD benefits tax-free in the hands of the beneficiaries. In order to maintain the 60/40 cost split on LTD costs after this change, each permanent full-time employee shall be paid an additional amount each month equal to the amount the Employer would normally have remitted to the carrier on his/her behalf in that month [i.e. sixty percent (60%) of the monthly LTD premium]. This additional amount shall comprise part of each employee's taxable monthly income. This "tax free benefit" arrangement shall continue only so long as it is acceptable to Revenue Canada and provided it does not cost the Employer any more than the Employer would pay to maintain its 60% contribution level.

28.06 EMPLOYEE ASSISTANCE PROGRAM

As soon as operationally possible following May 29, 1999, the Parties shall implement a mutually acceptable Employee Assistance Program covering bargaining unit employees. The costs for this program shall be shared equally by the Parties.

29. HEALTH AND SAFETY

29.01 THE RIGHT TO REFUSE UNSAFE WORK

Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations are to form part of this Agreement.

29.02 The Employer shall provide the Union, **through the OS&H committee**, with details of every reported accident that occurs at a worksite along with any reports provided to the W.C.B. **Such reports**

shall be provided to the Union electronically, if they are submitted to the Board in electronic form and the Union so requests.

30. TECHNOLOGICAL CHANGE

30.01 In the event of technological change, the following measure shall be taken:

- a) An employee who is rendered redundant or displaced from their job as a result of technological change shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided the employee is able to perform the job;
- b) Where new or greater skills are required than are already possessed by the affected employee, such employees shall, at the expense of the Employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change;
- c) No additional employee shall be hired by the Employer until employees affected by technological change, or employees on lay-off, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

31. EMERGENCY CLOSURES

31.01 TEMPORARY SUSPENSION OF WORK

If the closure results in a temporary suspension of work, employees who have not been notified and report for work, will be paid as follows:

- a) If the employee reports for work, but does not commence work, they will be paid for two (2) hours.
- b) if an employee has commenced work before the closure, they will be paid for four (4) hours.

- c) If an employee has worked more than four (4) hours before the closure, they will be paid for all the hours scheduled for the day of the closure.

32. CONTRACTING OUT

The Employer shall not contract out bargaining unit work presently performed by permanent employees covered by this Agreement if it results in the lay-off of such employees.

33. GENERAL CONDITIONS

- 33.01 The Employer agrees that all employees will be covered as additional named insured under the Employer's general liability policy and will be covered in the same manner and to the same extent as the Employer.

34. HARASSMENT

- 34.01 Employees have a right to work without sexual or personal harassment. Complaints alleging harassment shall be dealt with through the Grievance Procedure, commencing at Step 3.
- 34.02 This Article is not intended to reduce or in any other way negatively affect the Employer's rights in its normal dealings with its employees.

35. NORMAL RETIREMENT

The retirement age for all employees covered by this Agreement is the end of the month in which their seventieth (70th) birthday occurs. Employment after the age of sixty-five (65) shall be on the basis of renewable one(1) year extensions. All such extensions are contingent upon the extended employee maintaining acceptable performance as compared to other employees, including but not limited to maintaining acceptable attendance. This clause does not apply where prohibited by legislation.

Employees shall provide a minimum of one (1) month's notice of their planned retirement.

36. TERM OF AGREEMENT

- 36.01 This Agreement shall be binding and remain in effect from **January 1, 2004 to and including December 31, 2006**, inclusive, and shall continue from year to year thereafter until a new agreement is reached as provided for in the Statutes of the Province of British Columbia.
- 36.02 The Parties agree to exclude the application of sub-sections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia from this Agreement.
- 36.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

Signature page to follow:

IN WITNESS WHEREOF the Corporate Seal of the Board has been hereunto affixed, attested by the hands of its proper Officers on their behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

THE CORPORATE SEAL OF THE VANCOUVER ISLAND REGIONAL LIBRARY was hereunto affixed by and in the presence of:

(Chairman)

(Executive Director)

SIGNED by the President and 2nd Vice-President of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO.401:

(President)

(2nd Vice-President)

SALARY SCHEDULE - PART 1 SALARY GROUP

GROUP I

1. Library Assistant
2. Collections Support Assistant

GROUP II

3. Acquisitions Assistant
4. Catalogue Assistant
5. Extension Assistant
6. Clerical Assistant - Purchasing
7. Interlibrary Loans Assistant
8. Shipper/Receiver
9. Mends Processing Assistant
10. Support Services Publications Assistant

GROUP III

11. Accounts Payable Clerk
12. Assistant Circulation Supervisor
13. Circulation Supervisor - Level B
14. Circulation Supervisor - Level C

15. Information Technician
16. Cataloguing Technician

GROUP IV

17. Accounting Clerk
18. Circulation Supervisor - Level A
19. Payroll Clerk

Group V

20. Systems Support Technicians
21. Shipper Receiver Supervisor
22. Purchaser
23. Development and Gift Planner

Group VI

No current position(s)

Group VII

No current position(s)

Circulation Supervisor Level A

Circulation Supervisors who supervise work locations that employ four (4) or more F.T.E. clericals.

Circulation Supervisor Level B

Circulation Supervisors who supervise work locations that employ more than one (1), but less than four (4) F.T.E. clericals.

Circulation Supervisor Level C

Supervises a one (1) person work location.

Assistant Circulation Supervisor

Only employed in work locations which qualify for supervision by a Level A Circulation Supervisor. Assists the Circulation Supervisor and will, as a regular function of the position, replace the Circulation Supervisor during their absence.

- a) The appointment of the first Assistant Circulation Supervisor in large work locations shall be made from among existing staff in the work location.**
- b) Subsequent Assistant Circulation Supervisor vacancies in such work locations shall be posted and filled in accordance with Article 16.01, except that no vacancy is created when the incumbent in an Assistant Circulation Supervisor's position resigns from the duties of that position, but remains employed in the work location. In that circumstance, the position shall be filled from among the existing staff in the work location.**
- c) When filling Assistant Circulation Supervisor vacancies from among existing staff of a work location under sections (a) or (b), the employee who regularly assumes the responsibilities in the absence of the Assistant Circulation Supervisor shall be considered the incumbent in the position. Where more than one employee regularly assumes the responsibilities, seniority shall apply. Where no such pattern exists, the position shall be posted and filled from with the work location.**

Training Period

Clerical **employees, who are** hired for or transferred to a position for which they are not experienced, in the next lower classification during a training period not to exceed three (3) months.

Full-Time Equivalent (FTE)

Each 1,820 regularly scheduled hours per year is one (1) full-time equivalent. When determining the FTE employment in a **work location**, the Circulation Supervisor's hours will be included in the count.

SALARY SCHEDULE – JANUARY 1, 2004 – DECEMBER 31, 2004

Effective the first full pay period after January 1, 2004

Group I	Per Hour	Per Year	Per Month
Step 1	\$16.23	\$29,545.54	\$2,462.13
Step 2	\$16.60	\$30,214.85	\$2,517.90
Step 3	\$16.97	\$30,893.91	\$2,574.49
Group II	Per Hour	Per Year	Per Month
Step 1	\$17.68	\$32,171.41	\$2,680.95
Step 2	\$18.01	\$32,773.38	\$2,731.12
Step 3	\$18.37	\$33,426.86	\$2,785.57
Group III	Per Hour	Per Year	Per Month
Step 1	\$19.08	\$34,733.24	\$2,894.44
Step 2	\$19.43	\$35,364.42	\$2,947.04
Step 3	\$19.81	\$36,051.29	\$3,004.27
Group IV	Per Hour	Per Year	Per Month
Step 1	\$20.51	\$37,332.20	\$3,111.02
Step 2	\$20.88	\$38,000.51	\$3,166.71
Step 3	\$21.22	\$38,613.12	\$3,217.76
Group V	Per Hour	Per Year	Per Month
Step 1	\$21.95	\$39,949.73	\$3,329.14
Step 2	\$22.30	\$40,580.90	\$3,373.41
Step 3	\$22.64	\$41,212.08	\$3,434.34
Group VI	Per Hour	Per Year	Per Month
Step 1	\$23.37	\$42,533.08	\$3,544.42
Step 2	\$23.72	\$43,169.77	\$3,597.48
Step 3	\$24.07	\$43,803.44	\$3,650.29
Group VII	Per Hour	Per Year	Per Month
Step 1	\$24.79	\$45,110.52	\$3,759.21
Step 2	\$25.15	\$45,763.91	\$3,813.66
Step 3	\$25.50	\$46,410.00	\$3,867.50

SALARY SCHEDULE – JANUARY 1, 2005 – DECEMBER 31, 2005

Effective the first full pay period after January 1, 2005

Group I	Per Hour	Per Year	Per Month
Step 1	\$16.48	\$29,988.72	\$2,499.06
Step 2	\$16.85	\$30,668.07	\$2,555.67
Step 3	\$17.23	\$31,357.32	\$2,613.11
Group II	Per Hour	Per Year	Per Month
Step 1	\$17.94	\$32,653.98	\$2,721.17
Step 2	\$18.28	\$33,264.98	\$2,772.08
Step 3	\$18.64	\$33,928.26	\$2,827.36
Group III	Per Hour	Per Year	Per Month
Step 1	\$19.37	\$35,254.24	\$2,937.85
Step 2	\$19.72	\$35,894.89	\$2,991.24
Step 3	\$20.11	\$36,592.06	\$3,049.34
Group IV	Per Hour	Per Year	Per Month
Step 1	\$20.82	\$37,892.18	\$3,157.68
Step 2	\$21.19	\$38,570.52	\$3,214.21
Step 3	\$21.53	\$39,192.32	\$3,266.03
Group V	Per Hour	Per Year	Per Month
Step 1	\$22.28	\$40,548.98	\$3,379.08
Step 2	\$22.63	\$41,189.61	\$3,432.47
Step 3	\$22.98	\$41,830.26	\$3,485.86
Group VI	Per Hour	Per Year	Per Month
Step 1	\$23.72	\$43,174.12	\$3,597.84
Step 2	\$24.08	\$43,817.32	\$3,651.44
Step 3	\$24.43	\$44,460.49	\$3,705.04
Group VII	Per Hour	Per Year	Per Month
Step 1	\$25.16	\$45,787.18	\$3,815.60
Step 2	\$25.52	\$46,450.37	\$3,870.86
Step 3	\$25.88	\$47,106.15	\$3,925.51

SALARY SCHEDULE – JANUARY 1, 2006– DECEMBER 31, 2006

Effective the first full pay period after January 1, 2006

Group I	Per Hour	Per Year	Per Month
Step 1	\$16.72	\$30,438.55	\$2,536.55
Step 2	\$17.10	\$31,128.09	\$2,594.01
Step 3	\$17.49	\$31,827.68	\$2,652.31
Group II	Per Hour	Per Year	Per Month
Step 1	\$18.21	\$33,143.79	\$2,761.98
Step 2	\$18.55	\$33,763.96	\$2,813.66
Step 3	\$18.92	\$34,437.19	\$2,869.77
Group III	Per Hour	Per Year	Per Month
Step 1	\$19.66	\$35,783.05	\$2,981.92
Step 2	\$20.02	\$36,433.31	\$3,036.11
Step 3	\$20.41	\$37,140.94	\$3,095.08
Group IV	Per Hour	Per Year	Per Month
Step 1	\$21.13	\$38,460.57	\$3,205.05
Step 2	\$21.51	\$39,149.08	\$3,262.42
Step 3	\$21.86	\$39,780.20	\$3,315.02
Group V	Per Hour	Per Year	Per Month
Step 1	\$22.61	\$41,157.21	\$3,429.77
Step 2	\$22.97	\$41,807.46	\$3,483.96
Step 3	\$23.33	\$42,457.72	\$3,538.14
Group VI	Per Hour	Per Year	Per Month
Step 1	\$24.08	\$43,821.73	\$3,651.81
Step 2	\$24.44	\$44,474.58	\$3,706.22
Step 3	\$24.80	\$45,127.40	\$3,760.62
Group VII	Per Hour	Per Year	Per Month
Step 1	\$25.54	\$46,473.99	\$3,872.83
Step 2	\$25.91	\$47,147.12	\$3,928.93
Step 3	\$26.27	\$47,812.74	\$3,984.40

LETTER OF UNDERSTANDING #1

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

RE: SHIPPER & RECEIVERS – HOURS OF WORK

Article 18.01 notwithstanding, the working week for the **full-time Shipper Receivers** shall be thirty-seven and one-half (37.5) hours, on a flexible schedule established to accommodate the Library's delivery schedule to the **work locations**. Daily overtime shall apply when the incumbent works in excess of **nine (9)** hours in any one day, at the rate of time and one-half (1.5) for the first three (3) hours and double time (2X) thereafter. The incumbent's sick leave accrual shall total one hundred and thirty-five (135) hours per year, based upon an average seven and one-half (7.5) hours per day and an accrual of one and one-half (1.5) days of sick leave per month. The incumbent's vacation entitlement shall be in hours based upon thirty-seven and one-half (37.5) hours for each week of vacation to which they are entitled. **Part-time Shipper Receivers' benefit qualifications pursuant to article 28.01 shall be seventeen and one-half (17.5) hours per week.**

SIGNED for the Union:

SIGNED for the Employer:

_____ Date

_____ Date

LETTER OF UNDERSTANDING #2

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

RE: AMALGAMATION WITH OTHER EMPLOYERS

In the event of an amalgamation or take-over of part or all the Vancouver Island Regional Library (VIRL) system with or by another body/employer, the Parties agree to jointly lobby such other body/employer to ensure that the seniority rights of affected VIRL employees are protected, that work with the new body/employer is allocated on the basis of seniority after the amalgamation or take-over, and that the terms and conditions of employment set out in this Collective Agreement continue with the new employer, as much as possible.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF UNDERSTANDING #3

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

RE: VIRL CENTRAL SERVICES - LEVEL 2 FIRST AID ATTENDANT

The Parties agree to the following:

1. VIRL will be responsible for the Workers' Compensation Board course costs associated with First Aid Attendants' certificates.
2. One attendant will be on duty at any one time.
3. The duty roster will be posted and the responsibility rotated equitably between the Attendants.
4. A premium of twenty-five cents (\$0.25) per hour shall be paid to the Attendant on duty and shall not be retroactive
5. The premium will be paid only for those hours when the employee is scheduled for First Aid duty.
6. The First Aid attendant must be a full time, thirty-five (35) hours per week employee.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF UNDERSTANDING #4

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

RE: INTENT OF ARTICLE 17.02 – BUMPING RIGHTS

The parties agree that the intent of article 17.02 is that an employee wishing to exercise bumping rights must be able to perform the job into which he/she is seeking to bump.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF UNDERSTANDING #5

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

RE: SHELF READY PROJECT

Article 32 notwithstanding, the Employer may continue with its initiative to contract out bargaining unit positions previously announced as a part of its "Shelf Ready Project" (i.e. 1 Collections Support Assistant, 1 Mends Processing Assistant, 1 Acquisitions Assistant and 1 Catalogue Assistant) and the affected incumbents shall be covered by the terms of article 32 contained in the 2001 – 2003 collective agreement..

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

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