

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER ISLAND REGIONAL LIBRARY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Local 702**

**Effective from January 1, 2006 to December 31, 2007**

## TABLE OF CONTENTS

<b>ARTICLE 1 - DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS</b> .....	<b>2</b>
2.1 Future Legislation .....	2
2.2 Bargaining Agent Recognition .....	2
2.3 Correspondence .....	2
2.4 No Other Agreement .....	2
2.5 No Discrimination for Union Activities.....	2
2.6 Recognition and Rights of Stewards .....	2
2.7 Right to Refuse to Cross Picket Line .....	3
2.8 Time Off for Union Business .....	3
<b>ARTICLE 3 - UNION SECURITY</b> .....	<b>3</b>
<b>ARTICLE 4 - CHECK OFF OF UNION DUES</b> .....	<b>4</b>
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES</b> .....	<b>4</b>
<b>ARTICLE 6 - EMPLOYER UNION RELATIONS</b> .....	<b>4</b>
6.1 Union and Employer Representation .....	4
6.2 Union Bargaining Committee .....	5
6.3 Union Representatives .....	5
6.4 Technical Information .....	5
6.5 Joint Labour/Management Committee.....	5
<b>ARTICLE 7 - SENIORITY</b> .....	<b>5</b>
7.1 .....	5
7.2 .....	5
7.3 .....	6
7.4 Seniority Lists .....	6
<b>ARTICLE 8 - GRIEVANCES</b> .....	<b>6</b>
8.1 Grievance Procedure.....	6
8.2 Step 1.....	6
8.3 Time Limits to Present Initial Grievance .....	6
8.4 Step 2.....	7
8.5 Time Limit to Reply at Step 2 .....	7
8.6 Time Limits to Submit to Arbitration .....	7
8.7 Administrative Provisions .....	7
8.8 Dismissal or Suspension Grievances.....	7
8.9 Deviation from Grievance Procedure.....	8
8.10 Technical Objections to Grievances.....	8
8.11 Amending Time Limits .....	8
8.12 Failure to Act .....	8
<b>ARTICLE 9 - ARBITRATION</b> .....	<b>8</b>
9.1 Notification .....	8
9.2 Composition of the Board of Arbitration .....	8
9.3 Failure to Appoint.....	8
9.4 Board Procedure .....	9
9.5 Decision of Board .....	9
9.6 Disagreement on Decision.....	9
9.7 Expenses of Arbitration Board .....	9
9.8 Amending Time Limits .....	9
9.9 Appointment of a Single Arbitrator .....	9

9.10	Expedited Arbitration .....	9
<b>ARTICLE 10</b>	<b>- DISMISSAL, SUSPENSION, AND DISCIPLINE.....</b>	<b>10</b>
10.1	Burden of Proof .....	10
10.2	Dismissal.....	10
10.3	Suspension .....	10
10.4	Dismissal and Suspension Grievance.....	10
10.5	Right to Grieve Other Disciplinary Action .....	10
10.6	Employee Appraisal Forms .....	10
10.7	Personnel File.....	10
10.8	Right to Have Steward Present.....	11
10.9	Employee Harassment .....	11
<b>ARTICLE 11</b>	<b>- PROMOTIONS AND STAFF CHANGES .....</b>	<b>12</b>
11.1	Job Postings .....	12
11.2	Union Observer.....	12
11.3	Appointment Letter.....	12
11.4	Trial Period .....	13
11.5	Employer to Inform Union of New or Changed Positions .....	13
11.6	Dispute Resolution.....	13
11.7	Interview Expenses .....	13
<b>ARTICLE 12</b>	<b>- LAYOFF AND RECALL .....</b>	<b>13</b>
12.1	Layoff Procedure .....	14
12.2	Recall.....	14
12.3	Downward Reclassification of a Position .....	15
12.4	Severance Pay .....	15
<b>ARTICLE 13</b>	<b>- HOURS OF WORK AND OVERTIME .....</b>	<b>15</b>
13.1	Hours of Work .....	15
13.2	Overtime.....	16
13.3	Job Sharing.....	16
<b>ARTICLE 14</b>	<b>- PAID HOLIDAYS .....</b>	<b>16</b>
14.1	Paid Holidays .....	16
14.2	Holidays Falling on Saturday or Sunday .....	16
14.3	Holiday Falling on a Day of Rest.....	16
14.4	Holiday Coinciding With a Day of Vacation.....	16
<b>ARTICLE 15</b>	<b>- VACATIONS .....</b>	<b>17</b>
15.1	Vacation Entitlement .....	17
15.2	Vacation Year Defined .....	17
15.3	Vacation Scheduling.....	17
15.4	Vacation Entitlement on Termination.....	17
15.5	Vacation Credits Upon Death.....	18
15.6	Approved Leave of Absence With Pay During Vacation .....	18
15.7	Vacation Scheduling for Periods of less than One Week .....	18
15.8	Vacation Carry-over .....	18
15.9	Vacation Entitlement for Temporary and Casual Employees .....	18
15.10	Approved Vacation Schedules .....	18
15.11	Call Back from Vacation .....	19
15.12	Vacation Pay .....	19
15.13	Bereavement/Compassionate Leave During Vacation .....	19

<b>ARTICLE 16 - SICK LEAVE.....</b>	<b>19</b>
<b>ARTICLE 17 - SPECIAL AND OTHER LEAVE .....</b>	<b>19</b>
17.1 Bereavement Leave .....	19
17.2 Compassionate Leave.....	20
17.3 Length of Leaves .....	20
17.4 General Leave .....	20
17.5 Job Exchanges.....	20
17.6 Sabbatical Leave .....	20
17.7 Benefits During Unpaid Leave.....	20
17.8 Leave for Court Appearances.....	21
17.9 Leave for Taking Courses .....	21
17.10 Leave for Medical and Dental Care .....	21
17.11 Leave for Public Office .....	22
17.12 Professional Development.....	22
17.13 Professional Leave.....	22
<b>ARTICLE 18 - maternity/pregnancy, parental and adoption leave.....</b>	<b>22</b>
18.1 Maternity/Pregnancy and Parental Leave .....	22
18.2 Post-Maternity /Pregnancy Leave of Absence.....	23
18.3 Seniority Rights on Re-Employment .....	23
18.4 Parental/Adoption Leave .....	23
<b>ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>23</b>
19.1 Statutory Compliance .....	23
19.2 Injury Pay.....	24
19.3 Transportation of Accident Victims.....	24
19.4 Video Display Terminals.....	24
19.5 Occupational Health and Safety .....	24
<b>ARTICLE 20 - CONTRACTING OUT.....</b>	<b>24</b>
<b>ARTICLE 21 - HEALTH AND WELFARE.....</b>	<b>24</b>
21.1 Benefit Summary .....	24
21.2 Eligibility .....	24
21.3 Part-time Employees.....	24
21.4 Basic Medical Insurance.....	25
21.5 Extended Health Care Plan.....	25
21.6 Dental Plan.....	25
21.7 Group Life.....	25
21.8 Health and Welfare Plans .....	26
21.9 Long Term Disability Insurance.....	26
21.10 Pension Plan.....	26
21.11 Employee Assistance Plan.....	26
21.12 Mandatory Retirement.....	26
<b>ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>26</b>
22.1 Paydays .....	26
22.2 Rates of Pay .....	26
22.3 Transfer Policy.....	27
22.4 Sunday Premium Entitlement.....	27
22.5 Use of Personal Vehicles for Library Business .....	27
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE.....</b>	<b>28</b>
<b>ARTICLE 24 - TERM OF AGREEMENT .....</b>	<b>28</b>
24.1 Duration .....	28

24.2	Notice to Bargain .....	28
24.3	Commencement of Bargaining.....	28
24.4	Change in Agreement .....	28
24.5	Agreement to Continue in Force .....	28
24.6	Effective Date of Agreement.....	28
24.7	.....	29
<b>APPENDIX "A" - Wages.....</b>		<b>31</b>
<b>LETTER OF UNDERSTANDING NO. 1 - Re: Recognition and Regulation of Overtime and Meal Allowance .....</b>		<b>32</b>
<b>LETTER OF UNDERSTANDING NO. 2 - Parking At The New Nanaimo Branch .....</b>		<b>34</b>
<b>LETTER OF UNDERSTANDING NO. 3 - Successorship.....</b>		<b>35</b>

WHEREAS it is the desire of both Parties to this agreement to promote and maintain harmonious relationships between the Board and the Union and recognize the mutual value of joint discussions and negotiations pertaining to the well being and security of the employees;

AND WHEREAS the Vancouver Island Regional Library Board recognizes the B.C. Government and Service Employees' Union (BCGEU) as the sole and exclusive bargaining agency of the aforesaid employees, and hereby consents and agrees to negotiate with the Union through the bargaining committee, to establish the terms and conditions of this collective agreement. It is understood between the Parties to this agreement that this agreement shall come into full force and effect upon the ratification by both the employees, members of the B.C. Government and Service Employees' Union, and the Vancouver Island Regional Library Board.

NOW THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

#### ARTICLE 1 - DEFINITIONS

- (a) "Party" shall mean either of the Parties to this agreement.
- (b) "Probationary employee" is any employee filling a permanent position who is fulfilling a probationary period.
- (c) "Permanent employee" is any employee who, having completed a probationary period of six (6) calendar months, has been confirmed in a permanent position. The probation period shall then be included in the service credits of the employee for all purposes.
- (d) "Part-time employee" is any permanent employee who is employed for less than thirty five (35) hours a week. Regular part-time employees are eligible for employee benefits on a pro-rated basis. The pro-rate is determined by comparing the average straight-time hours worked per week as a percentage of a full-time thirty-five (35) hour week.
- (e) "Temporary employee" is an employee who is employed for a specified period of time, not exceeding twelve (12) months, to fill a temporary vacancy or to work on a specific project. Temporary employees shall not be entitled to any of the benefits or perquisites of this Agreement. Temporary employees shall be paid ten percent (10%) of their gross earnings on each pay cheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (f) "Casual employee" is an employee who is paid at an hourly rate and employed in a casual "on call" manner **to provide relief for vacations, illness, approved leave or during peak periods**. Casual employees shall not be entitled to any of the benefits or perquisites of this Agreement. Casual employees shall be paid ten percent (10%) of their gross earnings on each pay cheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (g) "Temporary position" **has a defined start and end date and can be filled by a permanent, casual or temporary employee.**
  - (i) **If a permanent employee is successful in a temporary job posting the employee retains their permanent status and will be entitled to the benefits afforded the temporary position.**
  - (ii) **If a permanent employee is successful in a temporary job posting the employee cannot apply to another temporary position falling within the time lines.**

(iii) A permanent employee in a temporary job position can apply to a permanent position. If successful, the employee will assume the permanent position upon the completion of the temporary position.

(h) "*Probationary period*" for all newly hired employees shall be six (6) continuous calendar months from their date of last hire. The probationary period is intended to provide an opportunity for the Employer to assess each newly hired employee's suitability for continued employment.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Future Legislation

(a) In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the Parties shall negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

(b) Where the Parties cannot reach agreement, the matter shall be submitted to binding arbitration under Article 9.

### 2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union (BCGEU, Local 702) as the exclusive bargaining agent for all professional librarians employed by the Vancouver Island Regional Library, excluding the Director, Assistant Directors, Personnel Officer, Budget Officer and Executive Secretary to the Board.

### 2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

### 2.4 No Other Agreement

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

### 2.5 No Discrimination for Union Activities

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. The Union and the Employer further agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any non member employee or Board appointee.

### 2.6 Recognition and Rights of Stewards

(a) The Union may select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward or his/her alternate shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

(d) The duties of stewards which will qualify for paid leave shall be limited to:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer.

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

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.8 Time Off for Union Business**

(a) *Without Pay* — Leave of absence without pay and without loss of seniority may be granted:

- (1) to an elected or appointed representative of the Union to attend convention of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.

(b) *With Pay* — Leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence with pay pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 3 - UNION SECURITY**

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the religious conscience clause of the relevant legislation).

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

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit the amount of the regular dues payable to the Union by a member of the Union.
- (b) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the payroll period for which they are to be deducted.
- (c) All deductions shall be remitted to the President of the Union not later than twenty eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (d) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (g) An employee shall, as a condition of continued employment, complete an authorized form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

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

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. The Employer shall provide the employee with a pamphlet detailing the benefit package provided by the Health and Welfare Plans.

**ARTICLE 6 - EMPLOYER UNION RELATIONS**

**6.1 Union and Employer Representation**

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

## **6.2 Union Bargaining Committee**

A bargaining committee shall be appointed by the Union and shall consist of up to three (3) people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise the Employer of its appointees to this committee.

## **6.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility, if available.

## **6.4 Technical Information**

The Employer agrees to provide to the Union such information that is readily available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **6.5 Joint Labour/Management Committee**

- (a) A Joint Labour Management Committee shall be established comprising up to three (3) representatives appointed by Union and up to three (3) representatives appointed by the Employer. Each Party shall keep the other currently advised, in writing, of its committee members.
- (b) Committee meetings shall be held at mutually agreeable times and shall not interfere with the Employer's operations. Attendance at Committee meetings held during an employee's scheduled working hours shall be considered as time worked and shall be paid at straight-time rates. Time spent by employees attending Committee meetings during other times shall not be considered as time worked.
- (c) The Committee has a mandate to discuss any matter of mutual interest, except active grievances. The Parties shall develop a mutually agreeable agenda for each committee meeting, at least seven (7) days prior to the meeting. Only matters on the agenda shall be discussed at a committee meeting, unless the Parties mutually agree otherwise.
- (d) Minutes of the committee meetings shall be distributed by the committee.

## **ARTICLE 7 - SENIORITY**

### **7.1**

Seniority will be the primary criterion for establishing priority for vacation periods and in the event conflicts cannot be resolved by discussion, seniority will prevail.

### **7.2**

- (a) Seniority applies to permanent employees who have successfully completed their probation period and is defined as their length of continuous service in the bargaining unit, since their last date of hire.

(b) Employees shall not accumulate seniority during periods when they are not actively at work as a result of any unpaid leave greater than twelve (12) months or while they are on long term disability after the "own occupation" definition of disability reassessment.

### 7.3

(a) A temporary employee shall have no seniority. However, a temporary employee who is subsequently hired as a probationary employee within six (6) months of his/her last period of temporary employment shall, on completion of probation, have the last period of temporary employment included in his/her service credits for all purposes. This will be done by back dating the employee's start date by the number of months in the last period of temporary employment.

(b) **A casual employee shall accumulate seniority within the bargaining unit on the basis of all hours worked. A casual employee who is subsequently hired as a probationary employee will have all hours worked recognized when determining the seniority date based on a seven (7) hour day.**

### 7.4 Seniority Lists

The Employer shall publish seniority lists, **of permanent and casual employees** annually, each March, and employees shall have the right to be advised of their position on the seniority list upon request. **The seniority list will be made available in electronic format.**

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure set out in this article.

### 8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

### 8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than thirty (30) calendar days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting his/her grievance to the designated local supervisor through the Union Steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.
- (c) Where a policy grievance is appropriate it may commence at Step 2.

**8.5 Time Limit to Reply at Step 2**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) calendar days of receiving the grievance at Step 2.

**8.6 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) calendar days after the Employer's decision has been received; or
- (b) twenty-one (21) calendar days after the Employer's decision was due.

**8.7 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, or where such documents may be delivered by hand, this clause shall not apply.

**8.8 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

### **8.9 Deviation from Grievance Procedure**

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

### **8.10 Technical Objections to Grievances**

It is the intent of both Parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.11 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

### **8.12 Failure to Act**

If the President of the Union, or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application or administration of the agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party, within thirty (30) calendar days of the receipt of the reply at Step 2, of its desire to submit the difference or allegations to an Arbitration Board.

### **9.2 Composition of the Board of Arbitration**

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the agreement the name of its nominee on an Arbitration Board. Within seven (7) calendar days thereafter, the other Party shall indicate the name of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairperson.

### **9.3 Failure to Appoint**

If the recipient of the notice fails to appoint an Arbitrator or the two appointees fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour of the Province of British Columbia.

#### **9.4 Board Procedure**

The Board may determine its own procedure and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) calendar days of its first meeting.

#### **9.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or alter or amend any of its provisions.

#### **9.6 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) calendar days.

#### **9.7 Expenses of Arbitration Board**

Each Party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

#### **9.8 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

#### **9.9 Appointment of a Single Arbitrator**

Notwithstanding the provisions contained in Section 9.2, the Parties shall, by mutual consent, have the option to appoint a single arbitrator.

#### **9.10 Expedited Arbitration**

As an alternative to regular arbitration under this article, the Parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon expedited arbitrator. The expedited arbitrator agreed to by the Parties shall:

- (a) investigate the real issue in dispute;
- (b) define the real issue in dispute; and
- (c) make a final and binding award to resolve the dispute within thirty (30) days of his/her receipt of the request.

The Parties intend this process to be as informal as possible. In this regard, they shall not involve lawyers to represent their respective positions. They shall proceed on the basis of submissions. Sworn evidence will only be permitted to establish relevant facts, material to the issue in question, upon which the Parties cannot agree. And, they shall not utilize authorities in support of their submissions, unless requested by the expedited arbitrator to do so.

The Parties agree that the award of the expedited arbitrator shall be final and binding in all respects and shall not be subject to appeal of any kind. Each Party shall pay its own expenses and one-half (½) of the compensation and expenses of the expedited arbitrator.

This section is intended to be non-prejudicial in all respects. The Parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this agreement or at any subsequent hearing or proceeding under this agreement or under the Labour Relations Code of B.C., without the mutual consent of both Parties.

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

### **10.1 Burden of Proof**

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

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing. The reasons for dismissal shall be provided within five (5) regular business days.

### **10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing. The reasons for suspension shall be provided within five (5) regular business days.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions may be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) regular business days of the action being taken.

### **10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document.

### **10.6 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal and write in his/her own comments. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee. An employee indicating disagreement with their appraisal may request a third opinion from a joint committee of four (4) persons, two (2) nominated by the Union and two (2) nominated by the Employer. While the employee and the appraiser may give information to the Appraisal Review Committee, neither may be a committee member. The report of the committee shall be put on the employee's file.

### **10.7 Personnel File**

- (a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and electronic material, if applicable. The employee or the President as the case may be, shall give the Employer adequate notice prior to having access to such files. If an employee requests, they will be provided with a copy of any document on their file. Where it is not reasonably possible for the employee to review the file in

the office in which it is kept, the employer shall make arrangements to have the file delivered to a location where it is reasonably possible for the employee to do so.

(b) Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after **eighteen (18)** months has expired from the date such document was placed therein, provided no other disciplinary document has been placed on the employee's file during such period. The Employer shall not unreasonably deny such requests based upon all aspects of the matter.

### **10.8 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 his/her 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 his/her 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.

### **10.9 Employee Harassment**

(a) The Union and the Employer recognize the right of the employees to work in an environment free from harassment, and the Employer and the Union undertake to discipline any person employed by the Employer engaging in the harassment of another employee.

(b) Harassment shall be defined as: words, gestures, and actions which tend to annoy, alarm and abuse (verbally) another person, and shall include the following:

- (1) a telephone call without purpose of legitimate communication; or
- (2) insults, taunts or challenges in a manner likely to provoke violent or disorderly response; or
- (3) makes repeated communications anonymously or at extremely inconvenient hours, or in offensively coarse language; or
- (4) subjects another to offensive touching; or
- (5) engages in any other course of alarming conduct serving no legitimate purpose.

(c) Formal complaints of harassment shall be filed, in writing, with the Director or designate, within fourteen (14) calendar days following the occurrence giving rise to the complaint. If the respondent is a member of the bargaining unit, he/she shall have the right to receive a copy of the complaint and to respond to it. The Director or designate shall investigate the complaint and render a decision as to the disciplinary and/or remedial actions, if any, to be taken as soon following receipt of the complaint as possible. The complainant and the respondent shall both have the right to have a shop steward in attendance at meetings they are required to attend during the investigation, if they are both members of the bargaining unit. Where the complainant or the respondent is not satisfied with the final disposition of the matter, they may initiate a grievance at Step 2 of the grievance procedure, within seven (7) calendar days following receipt of the Director or designate's decision.

(d) Where the complaint involves an allegation of sexual harassment, the complainant has the right to receive temporary remedial action pending the outcome of the Director's investigation, so that he/she has no contact at work with the respondent, the terms of this agreement notwithstanding.

- (e) Where the complaint involves a proven allegation of harassment, the complainant shall not be transferred against his/her will as part of the remedial actions taken by the Employer.
- (f) Allegations of harassment may involve sensitive disclosures. As a result, strict confidentiality is required by all Parties.

## ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

### 11.1 Job Postings

Where vacancies occur, new **permanent positions are created or temporary positions known to be longer than four (4) months:**

- (a) notice thereof shall be posted in the **work locations** at least ten (10) regular business days prior to the advertisement being made public.
- (b) Vacancy notices posted under this article shall include the following:
  - (1) a description of the position based upon the applicable job description;
  - (2) the applicable classification;
  - (3) the applicable location;
  - (4) the hours of work that initially apply (for information purposes only);
  - (5) the qualifications required;
  - (6) **length of appointment if a temporary position.**
- (c) Should any of the conditions set-out in subsection (b) change before the Employer finalises its selection decision, the Employer shall re-post the vacancy reflecting the change and shall notify any applicants of the change.
- (d) Wherever possible, vacancies, **new permanent and temporary positions** shall be filled from within the Bargaining Unit.
- (e) The Board recognizes that promotion will be based on skill, knowledge and efficiency. Where these factors are judged to be relatively equal, seniority will be the deciding factor.

### 11.2 Union Observer

**A member of the Labour/Management Committee, or their designate, may sit as an observer on a selection panel, including panel deliberations for bargaining unit positions. The observer shall be a disinterested party. Leave without pay shall be granted for the attendance of the observer with advance approval from the appropriate Director.**

### 11.3 Appointment Letter

- (a) A new employee, or an employee moving from one job classification to another, shall be informed by the Board in writing of his/her classification and starting salary, but may be placed on any step of that classification according to proven ability and experience.
- (b) **An employee accepting a temporary position shall be informed by writing of his/her classification, salary and length of appointment.**
- (c) **A copy of the appointment letter will be supplied to the Union.**

#### 11.4 Trial Period

Employees promoted (or awarded new positions) shall be given seventy-five (75) working days in which to prove satisfactory and if they fail to do so, shall be returned to their former positions without loss of seniority in such former positions.

#### 11.5 Employer to Inform Union of New or Changed Positions

- (a) When a new bargaining unit position is established by the Employer during the term of this agreement, it shall forward a new job description to the Union, including the classification it proposes. The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.
- (b) When a significant permanent change is made to an existing bargaining unit position, the Employer shall forward a changed job description, including the classification it proposes, to the Union for consultation with the applicable employee(s). The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.
- (c) When an employee believes that a significant permanent change has been made to his/her position, he/she may request the Employer to review the classification of the position. The Employer shall notify the employee and the Union regarding the outcome of such request, and section (d) below and Article 11.5 may be applied.
- (d) Where the Union objects, it shall provide specific details of its objections to the Employer, which shall be limited to whether: (a) the duties, responsibilities and/or qualifications required by the Employer are accurately described; (b) the classification proposed by the Employer is appropriate pursuant to Appendix "A"; and/or (c) the qualifications required by the Employer are bona fide and work related.

#### 11.6 Dispute Resolution

- (a) The Parties shall meet to discuss the Union's objections within thirty (30) calendar days of the Employer's receipt of the Union's objections. If the Parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either Party may submit the matter to arbitration for resolution under Article 9. The jurisdiction of the arbitrator under this section shall be limited to adjudicating Union objections based solely on the three (3) grounds for objection set out in 11.5(d).
- (b) Nothing in this article prohibits the Employer from filling a new position on a temporary basis, until the procedures set-out herein have been completed.

#### 11.7 Interview Expenses

An in-service applicant for a posted position, who is not on leave of absence without pay and who has been called for a panel interview, shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

### ARTICLE 12 - LAYOFF AND RECALL

For purposes of this article, a layoff is defined as a loss of employment by a permanent employee as a result of reorganization or the elimination of his/her position, or as a result of a reduction in the hours worked in his/her position by more than seven (7) hours per week **or moving a position more than fifty (50) kilometres from the current location.**

The parties agree to abide by the provisions of the *BC Labour Relations Code Section 54 (RSBC 1996, c.244)*.

### 12.1 Layoff Procedure

(a) Permanent employees shall be laid off in reverse order of seniority pursuant to the following subsections:

(1) **Permanent employees designated for layoff shall be offered, in seniority order, provided the employee has the skill, knowledge and ability to perform the duties required, the option of placement into a vacancy in either:**

(i) **his/her geographic work location, or**

(ii) **another geographic work location, in which case Article 12.1(e) will apply.**

(2) Permanent employees, designated for layoff, shall have the right to bump a more junior bargaining unit employee, provided the senior employee has the skill, knowledge and ability to perform the duties required after **orientation of one (1) week.**

(3) Upward bumping to a higher paid classification is not permitted under this article.

(4) When a senior employee bumps a junior employee, the senior employee shall assume the hours of work of the position into which he/she bumps.

(b) To be eligible to bump a more junior employee under this article, employees designated for layoff must notify the Director or designate of their intention to do so, within ten (10) regular business days after being so designated. Failure by the employee to do so shall result in loss of all bumping rights.

(c) The Employer shall notify employees designated for layoff, four (4) calendar weeks prior to the effective date of their layoff. After three (3) years of continuous service, an additional calendar week's notice shall be provided for each year of continuous service, to a maximum of eight (8) calendar weeks' notice.

(d) As an alternative to the layoff of a junior employee under this article, a senior employee may voluntarily offer to take layoff and to be placed on the recall list, provided the junior employee to be retained has the skill, knowledge and ability to perform the work available.

(e) The Employer shall pay reasonable relocation costs incurred by employees who are required to relocate their permanent residence more than fifty (50) kilometres from their original place of residence as a result of bumping into that position after being laid off, to a maximum reimbursement of **two thousand five hundred dollars (\$2500)** for any one relocation. The employee must provide receipts to support all reimbursements requested under this section.

### 12.2 Recall

(a) Employees designated for layoff who do not wish to bump or who are not eligible to bump a junior employee, shall be placed on the recall list for a period of eighteen (18) calendar months from the date of their layoff.

(b) The Employer shall recall laid off employees from the recall list, in seniority order, before hiring new employees to fill vacancies in the bargaining unit, provided that the laid off employee(s) eligible for recall have the skill, knowledge and ability to perform the duties required.

(c) To remain eligible for recall, laid off employees on the recall list shall maintain a current address and telephone number with the Employer's Personnel Department. The Employer shall be considered as having met its recall obligations by sending a registered letter to the employee's latest address on file.

(d) Laid off employees may decline one (1) recall to employment under this article without affecting their recall status. Laid off employees who decline two (2) recalls or who cannot be reached by the Employer at the time of recall, shall lose all recall rights and their names shall be removed from the recall list. An employee who declines an offer of recall to a position that is more than fifty (50) kilometres from his/her original work-site will not be considered to have declined recall under this article.

### **12.3 Downward Reclassification of a Position**

An employee shall not have his/her salary or benefits reduced by reason of a change in the classification of his/her position caused other than by the employee.

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

### **12.4 Severance Pay**

(a) As an alternative to bumping a more junior employee or going on the recall list for purposes of future recall, a permanent employee, whose position has been eliminated as the result of a layoff under this article, may opt to resign and take severance pay. Employees, who take severance pay, are deemed to have resigned their employment in all respects, after which they have no further claim against the Employer arising out of their employment.

(b) The quantum of severance pay applying to any full-time employee is one (1) week's pay, calculated at the employee's normal basic rate, for each year of continuous employment completed immediately prior to his/her layoff, pro-rated for time completed in the employee's final part year of service. Regular part-time employees shall be eligible for one (1) week's severance pay after each year of continuous accumulated service, based upon the average weekly hours each such employee normally works. Full-time employees having fifteen (15) or more years of continuous employment completed immediately prior to their layoff, shall receive one (1) additional week's severance pay for each year of completed continuous employment that exceeds fifteen (15) years of continuous employment.

(c) The above notwithstanding, laid-off employees, who are offered employment by a library system that replaces the VIRL in the employee's former geographical area or service area, shall not be eligible for severance pay under this article, provided the work involved is normally performed by professional librarians and such alternate employment is to commence within six (6) months of the employee's layoff date. The VIRL has the right to take such actions as may be necessary to recover any severance amounts paid out under this article, for which the recipient is not eligible.

(d) A full-time employee who receives notice of layoff and who is eligible to retire under the terms of the Municipal Pension Plan during what would otherwise be their severance pay period may elect to take paid leave and then retirement. In such cases, the employee shall commence the paid leave effective the date of layoff. The maximum number of weeks of paid leave any employee may receive under this section shall not exceed the quantum of severance pay to which the employee would otherwise be entitled under this article.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

### **13.1 Hours of Work**

The working week shall normally be thirty-five (35) hours for all full-time librarians. Librarians may work that time on a flexible schedule according to the work to be done. Librarians may work a four day week with the written approval of the Director.

### 13.2 Overtime

It is understood by the Parties that librarians may be required to work more than the hours of work outlined in 13.1. The librarians shall have the right to take such excess time off at a mutually convenient time.

**13.3 Job Sharing** A permanent (full-time) employee may apply to the Director or designate to share his/her job with another employee. Job sharing requests may be granted at the Employer's discretion, provided there are no additional costs to the Employer from so doing, operational requirements permit the arrangement and the job sharing partners both have the skill, knowledge and ability to perform the duties required. The terms applying to any job-sharing arrangement shall be discussed with the Union, prior to the Employer's approval of same. The employer or either job sharing Party reserves the right to cancel any job-sharing arrangement, upon serving thirty (30) calendar days written notice of the cancellation to the employees involved.

## ARTICLE 14 - PAID HOLIDAYS

### 14.1 Paid Holidays

(a) The following have been designated as paid holidays:

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

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation; and any other holiday proclaimed as a holiday by the Federal Government or the Provincial Government.

### 14.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

### 14.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.

Part-time employees shall receive statutory holiday time off and pay on a pro-rated basis, in accordance with the percentage of full-time hours they actually worked in the thirty (30) calendar day period immediately preceding the holiday.

### 14.4 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

## ARTICLE 15 - VACATIONS

### 15.1 Vacation Entitlement

Full-time librarians shall be entitled to annual vacations, at their regular rate of pay, in accordance with the following:

- (a) During the first (1<sup>st</sup>) calendar year or part calendar year of continuous service, one decimal eight three (1.83) working days vacation for each month or part month greater than one-half ( $\frac{1}{2}$ ) actually worked;
- (b) During the second (2<sup>nd</sup>) calendar year of continuous service, up to and including the fifth (5<sup>th</sup>) calendar year of continuous service, twenty-two (22) working days;
- (c) During the sixth (6<sup>th</sup>) calendar year of continuous service, up to and including the eighth (8<sup>th</sup>) calendar year of continuous service, twenty-five (25) working days;
- (d) During the ninth (9<sup>th</sup>) calendar year of continuous service up to and including the fifteenth (15<sup>th</sup>) calendar year of continuous service, twenty-seven (27) working days;
- (e) During the sixteenth (16<sup>th</sup>) calendar year of continuous service, and in each calendar year of continuous service thereafter, thirty (30) working days.
- (f) Employees shall not be eligible to receive incremental increases in their vacation in accordance with the above subsections, based upon their years of continuous service, until after they have reached their anniversary date in each applicable calendar year.
- (g) Part-time employees shall be eligible for the above vacation credits on a pro-rated basis in accordance with the percentage of full-time hours they actually work.

### 15.2 Vacation Year Defined

The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup> 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 15.8. When, for operational reasons, the Employer cannot permit an employee to take his/her full vacation entitlement as time off in any vacation year, the employee shall be required to carry-over as much vacation as is permitted under Section 15.8. In such cases, any vacation, that is in excess of the permitted carry-over, shall be paid out in cash, as at December 31<sup>st</sup> of the applicable vacation year. In no other circumstances shall vacations be paid out as cash, except as specified elsewhere in this agreement.

### 15.3 Vacation Scheduling

Employees may schedule their full annual vacation entitlement off, in the normal fashion, as at January 1<sup>st</sup> of each vacation year, provided that in the case of termination, any vacation taken but not earned as at the date of termination, shall be repaid in accordance with Section 15.4.

### 15.4 Vacation Entitlement on Termination

When the employment of an employee terminates for any reason after that employee has taken his/her 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, calculated as follows. An adjustment shall be made to the employee's final paycheck in order to recapture such overpayment.

- (a) The amount of such repayment shall be one-twelfth (1/12) of the employee's vacation entitlement for each month or part-month greater than one-half ( $\frac{1}{2}$ ) not worked in that calendar year, and

(b) when the termination takes place prior to an employee's anniversary date, in a calendar year in which the employee would otherwise have been eligible to receive an incremental increase in vacation under Section 15.1(f), the amount of the repayment shall also include the value of such incremental increase.

(c) **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.

### **15.5 Vacation Credits Upon Death**

In the event of death, **accrued vacation earned but not taken** will be paid to the employee's estate or beneficiary, as applicable.

### **15.6 Approved Leave of Absence With Pay During Vacation**

When an employee becomes ill, disabled or suffers an accident while on paid vacation, he/she 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, disability or accident shall be required by means of a doctor's **note**.

### **15.7 Vacation Scheduling for Periods of less than One Week**

Employees wishing to schedule vacation time off in periods of less than a full week shall first obtain the approval of the applicable supervisor.

### **15.8 Vacation Carry-over**

With prior approval of the applicable supervisor, an employee may carry-over up to five (5) days of their annual vacation entitlement in any vacation year, provided that the maximum total amount of carry-over an employee may have at any one time is ten (10) days. It is understood that employees, who are in their first calendar year or part calendar year of service and who commenced employment prior to July 1<sup>st</sup>, may also carry-over up to five (5) days vacation under this section (March 6, 2003).

When an employee commences approved vacation prior to December 31<sup>st</sup> of any calendar year and that vacation continues into the next calendar year without interruption, the period of such vacation falling in the next calendar year shall not be considered as a vacation carry over for purposes of this section provided the vacation in question is scheduled prior to October 31<sup>st</sup> of the first (current) calendar year. Effective date of ratification.

### **15.9 Vacation Entitlement for Temporary and Casual Employees**

**Temporary and casual employees employed in a temporary position, that exceeds six (6) months, shall accumulate vacation credits on a pro-rated basis in accordance with the percentage of full-time hours they actually work.**

**Temporary or casual employees employed in a temporary position, may schedule vacation time off without pay, up to the amount of their earned vacation credit, with the approval of the applicable supervisor.**

### **15.10 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.

**15.11 Call Back from Vacation**

- (a) Employees shall not be required to return to work while they are off on vacation, except in cases of emergency.
- (b) Employees, who are required by the Employer to return to work while they are off on vacation, shall be reimbursed for reasonable travel expenses, when they are required to travel from other than what might reasonably be considered as their normal place of residence, provided they submit receipts for such expenses (except meals). Time spent at work under this section, including required travel time to/from work, shall not be counted against the employee's remaining vacation entitlement.

**15.12 Vacation Pay**

An employee's vacation pay shall be calculated at his/her normal basic rate of pay, except when the employee is temporarily being paid at a higher rate immediately prior to taking his/her vacation and returns to such temporary higher rate immediately after the vacation. In this eventuality, the employee's vacation pay shall be calculated at the higher (temporary) rate.

**15.13 Bereavement/Compassionate Leave During Vacation**

**While on paid vacation, an employee may qualify for compassionate or bereavement leave under Article 17.1 or Article 17.2. If such leave is granted, the employee's lost vacation days will be credited to the employee's vacation entitlement.**

**ARTICLE 16 - SICK LEAVE**

- (a) One and one-half (1½) days per month (eighteen [18] working days per year) shall be granted as Sick Leave Credit to all full-time librarians, and all part-time librarians shall be granted Sick Leave Credit proportionately to the time employed each month. Effective January 1, 2000, Sick Leave Credits shall be granted BCGEU staff when they are on approved Sick Leave.
- (b) Sick Leave Credit may be accumulated by all librarians to a maximum of one hundred and thirty (130) working days.
- (c) Medical or hospital certification may be required of any employee who is absent because of sickness for a period of more than three (3) days.
- (d) In case of prolonged illness, special consideration may be given by the Board to a recommendation of the Director.
- (e) Temporary employees are entitled to the sick leave benefits. In the event a temporary employee is hired on a permanent basis within six (6) months of his/her period of temporary employment, sick leave credit from the period of temporary employment will be retained.

**ARTICLE 17 - SPECIAL AND OTHER LEAVE****17.1 Bereavement Leave**

Bereavement Leave with pay shall be allowed for death in the immediate family. For purposes of this Article (17.1) "*immediate family*" is defined as spouse, (i.e. any person to whom the employee is married or with whom the employee has co-habited in a spousal relationship for one (1) year or more) parents, step parents, child (including step child), brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

### **17.2 Compassionate Leave**

In the case of illness or hospitalization of a dependent child of an employee, or life threatening illness or hospitalization of an employee's aged parents or aged step-parents, when no one else at the employee's home other than the employee can care for such individual, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of two (2) days in any one year. The Director or designate may, at his/her sole discretion, extend an employee's use of sick leave under this Article (17.2) for more than two (2) days per year or for other members of the employee's immediate family as defined in Article 17.1.

### **17.3 Length of Leaves**

Bereavement and Compassionate leave is not to exceed seven (7) consecutive working days.

### **17.4 General Leave**

Any reasonable request for leave of absence by a librarian may be granted with or without pay at the discretion of the Director when in the opinion of the Director the granting of such request would not interfere with the conduct of the work of the Library.

### **17.5 Job Exchanges**

The parties recognize that job exchanges represent one vehicle whereby advances in the Library field might be maintained and promoted. To this end, the Employer agrees to consider exchange programs with other Libraries, provincially, nationally and internationally, provided:

- (a) In the Employer's opinion, operational requirements permit the employee wishing to make the exchange to do so;
- (b) The incoming librarian is deemed to be satisfactory by the Employer in all respects; and
- (c) There is no cost to the Employer as a result of any request that is granted.

If the Employer limits the number of employees who may be accepted into a job exchange at any one time, seniority shall apply.

### **17.6 Sabbatical Leave**

Following the completion of five (5) years of consecutive service an employee's request for a sabbatical leave without pay will be granted for a maximum period of twelve (12) months. In the event of a request for a sabbatical leave for a period in excess of twelve (12) months, approval for the period in excess of twelve (12) months will be considered in accordance with the terms of Article 17.4 above. Sabbatical leaves without pay will be granted in accordance with the following terms:

- (a) The Employer reserves the right to limit the number of employees on sabbatical leave at any one time.
- (b) An employee cannot apply for another period of sabbatical leave until five (5) consecutive years of service have been completed following return from the previous leave.
- (c) In the event there is more than one application covering the same time period, employees who have not previously had a sabbatical leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.

### **17.7 Benefits During Unpaid Leave**

Employees who are on any type of leave of absence without pay shall not be entitled to sick leave pay or bereavement leave pay or pay for any statutory holiday that occurs during the period of approved leave. Where the period of such leave is for one (1) month or more, employees shall not accumulate service

credit for vacations, retirement benefit, sick leave entitlement or pay increments. Where an employee is on unpaid leave for the purpose of taking courses, increment service credit may be granted at the discretion of the employer.

Employees who have been granted an unpaid leave of absence for a period of two (2) months or less shall continue to receive their health and welfare benefits.

Employees who have been granted an unpaid leave of absence for a period in excess of two (2) months shall have the option of maintaining their health and welfare benefits beyond the second month of the leave, subject to the terms and conditions of the applicable insurance contracts, by arranging to pay the full cost of the premiums for the benefits. Such arrangements are to be made with the Financial Services Department prior to commencing the leave.

Employees who are on layoff, WCB leave greater than six (6) months, or long term disability shall not be entitled to sick leave, bereavement leave or pay for statutory holidays. They shall not accumulate service credit for vacations, sick leave entitlement or pay increments.

### **17.8 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **17.9 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A permanent employee may be granted leave with or without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.
- (c) Temporary employees shall be entitled to the benefits described in this Article 17.9.

### **17.10 Leave for Medical and Dental Care**

- (a) 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 for employees shall be permitted, but where any such absence exceeds two (2) hours, the full time absence shall be charged to sick leave.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credit the necessary return travelling time to receive personal medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or service available at the employee's place of residence.

- (c) Temporary employees shall be entitled to the benefits described in Article 17.10.

### **17.11 Leave for Public Office**

The Employer shall grant unpaid leave to permanent employees who seek public office or who are elected to public office in accordance with this section, provided the employee involved makes written request for such leave at least fourteen (14) days in advance.

- (a) To seek Municipal, Provincial or Federal Office, a maximum of ninety (90) calendar days.
- (b) Those elected to Municipal, Provincial or Federal Office, maximum of five (5) consecutive years, including the period of leave granted to seek such office.

### **17.12 Professional Development**

The Parties shall mutually determine, in the Labour/Management Committee, the basis on which any budgeted amount for personal continuing education funds is to be expended. This article only applies if the Employer provides funds for personal continuing education in its budget in any year and is not a requirement that such funding be provided.

### **17.13 Professional Leave**

Permanent employees, who are elected or appointed to positions with the B.C. Library Association (BCLA) or the Canadian Library Association (CLA), may apply for paid leave while performing the duties of such office and reimbursement of reasonable travel expenses incurred while so doing. Requests under this section shall be granted at the sole discretion of the Director, on a case by case basis.

## **ARTICLE 18 - MATERNITY/PREGNANCY, PARENTAL AND ADOPTION LEAVE**

**The Employment Standards Act, the Employment Insurance Act and any other relevant legislation will be applicable.**

**An employee's combined entitlement to leave under this section is limited to fifty-two (52) weeks.**

### **18.1 Maternity/Pregnancy and Parental Leave**

- (a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, 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.
- (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 (a), 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.

(f) The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability and shall pay the Employer's share of these premiums. **In the event the employee does not return to the workplace at the conclusion of a maternity/pregnancy and/or parental/adoption leave for a period of time less than the length of the leave taken, then the cost of the benefit premiums will be prorated and reimbursed to the Employer.**

### 18.2 Post-Maternity /Pregnancy Leave of Absence

When an employee has completed a maternity leave granted under Article 18, the Employer will approve a request by the employee for an additional leave of absence without pay for a maximum period of six (6) months. During this period of leave of absence without pay all conditions regarding employee benefits shall be the same as those applied to a General Leave of Absence Without Pay.

### 18.3 Seniority Rights on Re-Employment

(a) An employee who returns to work after the expiration of maternity/**pregnancy** leave shall retain the seniority she had accrued immediately prior to commencing maternity/**pregnancy** leave and shall be credited with seniority for the period of time covered by the maternity leave.

(b) An employee shall be deemed to have resigned on the date upon which her maternity leave commenced, if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

### 18.4 Parental/Adoption Leave

(a) Upon written request, an employee shall be entitled to parental leave of up to **thirty-seven (37)** consecutive weeks without pay, following the birth **of the child or placement of an adopted** child.

(b) When both parents are employees of the Employer, **the employees shall determine the apportionment of the thirty-seven (37) weeks parental/adoption leave between them.**

(c) Written request for parental leave must be made to the Director or designate at least four (4) weeks prior to the proposed commencement date of the leave. Such applications shall be supported by such documentation as reasonably required by the Employer.

(d) Parental leave taken under this clause shall commence:

(1) in the case of the natural mother, immediately following completion of her maternity leave under this article; or

(2) in the case of natural fathers or adoptive parents, within the fifty-two (52) week period immediately following the birth or adoption of the child. **The employee shall have to furnish proof of adoption.**

## ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

### 19.1 Statutory Compliance

The Parties agree to comply fully with regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of B.C. pertaining to the working environment, including provision of first aid kits and the formation of an Occupational Safety and Health Committee.

### **19.2 Injury Pay**

An employee who is injured at work and is required to leave for treatment, or who is sent home by the Employer as a result, shall receive payment for the balance of his/her scheduled shift.

### **19.3 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care, as a result of an accident at work, shall be at the Employer's expense.

### **19.4 Video Display Terminals**

Where a pregnant employee, who operates a VDT terminal, has a concern that working on such equipment may be endangering the health or safety of her unborn child, she may request and shall be granted unpaid leave.

### **19.5 Occupational Health and Safety**

VIRL will be responsible for the Workers' Compensation Board course costs associated with the Occupational First Aid Certificates. One attendant will be on duty at any one time, pursuant to the WCB regulations. The duty roster will be posted and the responsibility rotated equitably between all the attendants. A premium of twenty-five cents (25¢) per hour shall be paid to the attendant on duty. The premium will be paid only for those hours when the employee is scheduled for Occupational Health and Safety duty. The Occupational First Aid Attendant must be a full-time employee.

## **ARTICLE 20 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## **ARTICLE 21 - HEALTH AND WELFARE**

### **21.1 Benefit Summary**

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

### **21.2 Eligibility**

Individual employee participation in the following benefit plans is subject to the eligibility and termination provisions contained in the group insurance contract with the insuring company.

### **21.3 Part-time Employees**

Effective date of ratification June 8, 1999.

The Employer premium payment for extended health care and dental plan shall be pro-rated for part-time employees.

## 21.4 Basic Medical Insurance

Full time and part-time employees may choose to be covered by the British Columbia Medical Services Plan. The Employer will pay one hundred (100) percent of the regular premium for such coverage for regular full-time employees. The Employer premium payment for such coverage shall be prorated for part-time employees. Temporary employees may choose to be covered by the Medical Services Plan at their own cost.

## 21.5 Extended Health Care Plan

(a) The Employer shall pay one hundred (100) percent of the monthly premium for employees entitled to coverage under a mutually acceptable extended health care plan including the vision care option. Effective date of ratification, the maximum benefit for vision care shall be increased to **five hundred dollars (\$500) every twenty-four (24) months for adults and three hundred dollars (\$300) every twelve (12) months for dependent children (as defined by the plan documents). Eye exams shall be covered once every two (2) years to a maximum of one hundred dollars (\$100).**

(b) The benefits available under Article 21.5, Extended Health Benefits, shall be amended so that payment is made for the generic equivalent price of the prescription drug unless there is no generic substitute or the doctor specifies no substitutes on the prescription form.

(c) **Effective January 1, 2007, Extended Health Care Plan shall include coverage up to a total amount of twenty-five (\$25.00) dollars per visit not covered by MSP to professional health practitioners as defined by the plan documents.**

## 21.6 Dental Plan

The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (a) Part A, ninety percent (90%) coverage; **(Effective January 1, 2007, to be extended to include composite fillings for all teeth.)**
- (b) Part B, sixty percent (60%) coverage;
- (c) Part C, fifty percent (50%) coverage.

Effective date of ratification. The lifetime maximum orthodontic benefit level will increase from twenty-five hundred dollars (\$2,500) to thirty-five hundred dollars (\$3,500).

The benefits available under Article 21.6, Dental Plan "A" coverage, shall be amended to extend the check-up recall period from six (6) months to nine (9), except for dependent children (as defined in the Plan documents) who may have check-ups every six (6) months.

## 21.7 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times (3x) an employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium.

(b) The group life plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet ..... the principal sum;
- (2) loss of sight of both eyes..... the principal sum;
- (3) loss of one hand and one foot ..... the principal sum;
- (4) loss of one hand or one foot and sight of one eye..... the principal sum;
- (5) loss of one hand or one foot..... one-half the principal sum;

- (6) loss of sight of one eye ..... one-half the principal sum.

**21.8 Health and Welfare Plans**

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will develop a pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

**21.9 Long Term Disability Insurance**

The employees will pay the premiums for Long Term Disability Insurance. Such insurance shall be a condition of employment.

**21.10 Pension Plan**

Employees shall be enrolled in the Municipal Pension Plan, subject to the provisions of the Plan.

**21.11 Employee Assistance Plan**

The Employer agrees to amend its group insurance contract with the insuring company to incorporate into the Extended Health Benefit Plan an Employee Assistance Plan which would provide individuals with access to confidential, professional counselling through Corporate Health Consultants. The premium costs for this additional plan are to be borne fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

**21.12 Mandatory Retirement**

Employees are required to retire at the end of the pay period in which they reach their sixty-fifth (65<sup>th</sup>) birthday.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

**22.1 Paydays**

- (a) Employees shall be paid biweekly with paydays on alternate Fridays.
- (b) A comprehensive statement shall be provided in January and July of each year and shall provide the employee with an accounting of accrued sick leave and vacation leave credits.

**22.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this agreement, subject to Appendix "A".
- (b) Temporary employees shall be paid at the base rate for the classification which applies to the work being done. The Employer may pay temporary employees at higher than the base rate when, in its opinion, circumstances warrant.
- (c) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.
- (d) Librarians shall receive annual increments, subject to satisfactory performance, on the anniversary date of their employment or promotion, or after one (1) year of accumulated service, as applicable.

(e) When an employee is required to take a taxi or use public transit on library business, the employer shall bear the full cost of the trip.

(1) When required by the Board to use their own vehicle on library business the librarian shall be paid a mileage allowance **at the current prescribed** rate used by the Board members.

(2) Vehicle allowances for all distances travelled on Library business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence only on those days when the employee is required to use his/her vehicle at work for use in the performance of his/her duties. Thirty two (32) kilometres is the maximum distance to and from the employee's place of residence to be paid for under this allowance.

(3) Employees who are required by the Board to use their own vehicles for business purposes at a frequency that brings them under the commercial insurance coverage requirements pursuant to the Insurance Corporation of B.C. regulations, shall be reimbursed for the following portion of their insurance premiums:

- The difference in premium cost between insuring their vehicle to cover driving to and from work (known as rate class 002) and insuring their vehicle to cover driving for business purposes (known as rate class 007), and
- The applicable Insurance Corporation of B.C. premium cost to provide "loss of use" coverage based on forty-five dollars (\$45.00) daily car rental for a twenty (20) day limit.

(f) *Substitution Pay*

Effective date of union ratification. An employee who is required by his/her supervisor to replace an employee in a higher classification than that which he/she normally holds, by carrying out the duties and accepting the responsibilities of the higher classified position for a period of more than thirty (30) calendar days, shall be paid at the minimum rate in the scale for the higher classification for the full replacement period.

### **22.3 Transfer Policy**

Employees will not be transferred against their will. Transfers will be by mutual agreement.

### **22.4 Sunday Premium Entitlement**

(a) Employees, who are formally directed by the Employer to work on 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 branch. 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) Employees shall not be required to work both Saturday and Sunday in any week without their consent.

### **22.5 Use of Personal Vehicles for Library Business**

Employees, who are required to travel on Library business immediately preceding their scheduled days off, may use their private vehicle for such business travel, provided they continue to travel on their days off, without returning to their normal place of residence, and they receive approval from the Employer, in advance, which approval shall not be unreasonably denied.

When the Library permits an employee to use his/her personal vehicle under this article, the vehicle allowance shall only apply to the business portion of the trip. The employee shall be responsible for all other costs.

### ARTICLE 23 - TECHNOLOGICAL CHANGE

- (a) For the purposes of this article, "*technological change*" means a change in the way bargaining unit work is performed as a result of the introduction of the new or changed technology (i.e. equipment and/or methods of performing work).
- (b) Where new or greater skills are required than are already possessed by an employee affected by a technological change, the employee shall, at the Employer's expense, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which he/she may acquire the necessary skills required by the technological change;
- (c) No additional employee shall be hired by the Employer until employees affected by technological change have been allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

### ARTICLE 24 - TERM OF AGREEMENT

#### 24.1 Duration

**This agreement shall be binding and remain in effect from January 1, 2006 to midnight December 31, 2007.**

#### 24.2 Notice to Bargain

- (a) Where no notice is given by either Party prior to **October 31, 2007**, both Parties shall be deemed to have been given notice under this clause on **October 31, 2007**, and thereupon Clause 24.3 applies.
- (b) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Director.

#### 24.3 Commencement of Bargaining

Where a Party to this agreement has given notice under Clause 24.2, the Parties shall, within fourteen (14) calendar days after the notice was given, commence collective bargaining.

#### 24.4 Change in Agreement

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

#### 24.5 Agreement to Continue in Force

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

#### 24.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of signing.

**24.7**

It is mutually agreed that the operations of Sub-Sections 2 and 3, Section 50 of the Labour Code of British Columbia are specifically excluded from this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Harold Kamikawaji

\_\_\_\_\_  
Laura Beswick, Committee Member

\_\_\_\_\_  
Fiona Anderson

\_\_\_\_\_  
Stephen Warren, Committee Member

\_\_\_\_\_  
Patty Edwards

\_\_\_\_\_  
Susan Yates, Committee Member

\_\_\_\_\_  
Penny Grant

\_\_\_\_\_  
Lynda Reid, Staff Representative

\_\_\_\_\_  
Debbie Main

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

## APPENDIX "A"

## WAGES

Effective January 1, 2006: Appendix B shall be amended to reflect previously agreed to changes to classifications and a three percent (3%) wage increase.

Classifications	Annual Wage Rates		
	Increments		
	Step 1	Step 2	Step 3
Customer Services Librarian	40,742	42,438	44,134
Library Manager	53,180	54,936	56,686
Collections Manager	53,180	54,936	56,686
Cataloguing Manager	53,180	54,936	56,686
Support Services Manager	53,180	54,936	56,686

\* The Step 2 increment is earned not less than twelve (12) months after commencing employment in a classification. The Step 3 increment is earned not less than twelve (12) months after receipt of the Step 2 in the applicable classification.

(c) Effective January 1, 2007: all increment steps set out in amended Schedule A above shall be increased by three (3%).

Classifications	Annual Wage Rates		
	Increments		
	Step 1	Step 2	Step 3
Customer Services Librarian	41,964	43,711	45,458
Library Manager	54,775	56,584	58,387
Collections Manager	54,775	56,584	58,387
Cataloguing Manager	54,775	56,584	58,387
Support Services Manager	54,775	56,584	58,387

**LETTER OF UNDERSTANDING NO. 1****Re: Recognition and Regulation of Overtime and Meal Allowance****BACKGROUND**

The effect of Article 13 of the collective agreement is to establish a flextime system which is driven by the demands of the job. There are no provisions in the collective agreement for payment of time worked in excess of thirty-five (35) hours per week; it is to be balanced with equal time off to maintain an average of thirty-five (35) hours per week.

**PURPOSE OF LETTER OF UNDERSTANDING**

This Letter of Understanding recognizes the fact that situations occur, which are beyond the individual's control, that require librarians to work hours in excess of the average thirty-five (35) per week, and which they cannot balance under the normal self-scheduling flextime system without jeopardizing their regular work commitments.

**POLICY**

The following policy will apply to extraordinary hours of work and the provision of meal allowances:

***Overtime:***1. *Regular Duties:*

No overtime payment authorized. The provision of Article 13.1 will apply.

2. *Special Duties:*

(a) Overtime must be approved by supervisor.

(b) Approved overtime will be paid at the rate of time and one-half the employee's regular rate of pay.

(c) An employee may choose to bank overtime to be taken as time off at a later date. Overtime will be banked at the rate of time and one-half the actual overtime hours worked to a maximum of thirty-five (35) banked hours. The scheduling of such time off shall be by mutual agreement.

(d) Any overtime hours which have been banked under the terms of sub-section (c) above, which have not been taken by December 31 of each year will be paid out on December 31 of each year.

**MEAL ALLOWANCE**

(a) Meal allowances must be approved by supervisor.

(b) No meal allowances will be approved for days scheduled at the individual's discretion under Article 13.1.

(c) When a schedule is imposed which is beyond the individual's control and results in a work day that exceeds nine (9) hours, a meal allowance will be approved. Meal allowance rates shall be the same as those authorized for the Library Board.

An example of an imposed schedule would be the requirement to make a trip where the trip and its purpose could not reasonably be accomplished in under nine (9) hours.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Harold Kamikawaji

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Laura Beswick, Committee Member

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Fiona Anderson

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Stephen Warren, Committee Member

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Patty Edwards

\_\_\_\_\_  
Susan Yates, Committee Member

\_\_\_\_\_  
Penny Grant

\_\_\_\_\_  
Lynda Reid, Staff Representative

\_\_\_\_\_  
Debbie Main

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**LETTER OF UNDERSTANDING NO. 2  
PARKING AT THE NEW NANAIMO BRANCH**

This letter, entered into on a without prejudice or establishing precedent basis, shall remain in force and effect for a term coincidental with the 1999-2001 collective agreement between the Parties and shall expire automatically, coincidental with the expiry of that agreement, unless it is specifically renewed by the Parties.

If, during the term of this letter, CUPE Local 401 members, permanently assigned to the new Nanaimo Branch, receive paid parking, BCGEU members, permanently assigned to that Branch, shall be eligible to receive paid parking on the same basis and to the same extent or in the same proportion, as that received by the CUPE members. This eligibility is contingent on CUPE members receiving paid parking and shall cease, should CUPE members no longer receive same.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Harold Kamikawaji

\_\_\_\_\_  
Laura Beswick, Committee Member

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Fiona Anderson

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Susan Yates, Committee Member

\_\_\_\_\_  
Penny Grant

\_\_\_\_\_  
Lynda Reid, Staff Representative

\_\_\_\_\_  
Debbie Main

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**LETTER OF UNDERSTANDING NO. 3  
SUCCESSORSHIP**

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 ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Harold Kamikawaji

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Laura Beswick, Committee Member

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Fiona Anderson

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Stephen Warren, Committee Member

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Susan Yates, Committee Member

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Penny Grant

\_\_\_\_\_  
Lynda Reid, Staff Representative

\_\_\_\_\_  
Debbie Main

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.