

**MEMORANDUM OF AGREEMENT**

**between**

**CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION**

**and**

**CUPE LOCAL 2262**

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this 20 day of May, 2009.

Signed on behalf of:  
Castlegar & District Public Library  
Association

Signed on behalf of:  
Canadian Union of Public Employees,  
Local 2262

Edera Brown  
Margaret Sutherland  
Paul Wae  
J Bishop

Stan Saw  
A Venar  
Felix Kubit  
Lee Anne Harpax

## **ARTICLE 7 - SENIORITY**

### Section 1 - Calculation of Seniority

- 7.01 a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be applied in all areas of this Agreement; except that for Casual employees, in the case of promotions, demotions, transfers, lay-offs and recalls, seniority shall be calculated on the number of hours worked since the original date of the Employment.
- b) Where a seniority comparison is required between two (2) or more employees, it shall be based on the number of hours worked from the date of hire.**

## **ARTICLE 7 - SENIORITY**

### 7.02 Probationary Period

- a) A newly hired employee shall be on probation for sixty (60) working days from the date of hiring. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. Upon completion of the probationary period, the initial date of employment shall be the anniversary date for the purpose of determining seniority and service credits.

### **Termination During Probation**

- b) A new employee may be terminated at any time during the probation period when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct, providing the termination does not conflict with any provision of this Agreement.**

**ARTICLE 9 - LEAVE OF ABSENCE**

9.07 Collective Bargaining Leave

**Two (2)** bargaining representatives in the employ of the Employer shall be granted leave with pay **up to seven (7) hours per day** for attending collective bargaining meetings, if held during regular working hours.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS**

### Section 3 - Overtime

#### 10.11 ~~Payment for Meals~~ **Meal Allowance**

An employee who works overtime of two (2) or more hours shall be provided with a meal allowance of ~~ten (\$10.00)~~ **fifteen** dollars (**\$15.00**) and a paid meal break not to exceed one (1) hour.

**ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS**

**NEW**

**10.15 Library Pages reporting for work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of two (2) hours pay.**

**Renumber Accordingly**

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS**

### Section 5 – Conference(s), Training Program(s), Workshop(s) and/or Meeting(s)

10.156 When the Library requires an employee to attend any conference, training program, workshop or meeting, the employee shall be paid for all hours in attendance (up to seven (7) hours per day) as well as transportation allowance, ~~Transportation by private vehicle at thirty five cents (\$0.35) per kilometre,~~ child care expenses, per diem, hotel and any other reasonable related expenses. **Reimbursement rates as per the Library Policy Manual.**

**ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

11.08 All regular employees shall be credited for and granted vacations earned up to their anniversary date as follows:

On completion of:

Years

Weeks

one (1) to five (5)

three (3)

six (6) to eleven (11)

four (4)

twelve (12) to twenty (20)

five (5)

after twenty (20)

six (6)

**after twenty-four (24)**

**one (1) additional day for each year of service beyond twenty-four (24) years to a maximum of five (5) additional days.**

**The additional vacation days shall be awarded at the completion of the required years of service including regular hours that fall on a statutory holiday.**

Vacation pay shall be prorated to hours worked.



## **ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

11.13 Where ~~two (2) or more~~ **multiple** employees bid on the same vacation period and operational requirements permit ~~only one (1)~~ **fewer than the number of bidding employees** to take that vacation period, then the senior employee shall have his/her choice of that period. **Vacation that has already been scheduled may not be bumped by a more senior employee.**

## **ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

**New**

### **12.10 Labour Management Committee**

**A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer and may meet a minimum of four (4) times per year. Additional meetings may take place with mutual consent. The committee shall enjoy the full support of both parties in the interests of improved services to the public and job security for the employees within the bargaining unit. Meetings of the committee shall be held during working hours. The representatives of the committee do not have the authority to negotiate or alter any terms of the Collective Agreement. The committee members will receive time in lieu if the meetings are held outside of working hours.**

## **ARTICLE 13 - SICK LEAVE**

### Section 1

#### 13.03 Proof Of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, if requested by the Employer **and paid by the Employer if there is a cost for the certificate.**

## **ARTICLE 13 - SICK LEAVE**

### Section 2

#### 13.09 Family Illness

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

- (a) For purposes of this Article "family member" shall mean the employee's spouse, common-law-spouse, child, **step child**, ~~and the following relatives of the employee who normally reside in the employee's household or with whom the employee normally resides:~~ parent, brother, sister, mother-in-law, father-in-law, grandparent or **person for whom the member has legal guardianship.**

## **ARTICLE 14 - BENEFITS**

### 14.04 Employee and Family Assistance Program

The Employer agrees to implement the Employee and Family Assistance Program (~~Columbia Valley Assessment and Referral Service~~ **Columbia Valley Counselling Centre Society**) for all employees. The Employer shall pay all costs associated with the setting up of the program, necessary training costs and yearly premiums.

## **ARTICLE 14 - BENEFITS**

**New**

### **14.05 Benefits for Employees Aged 65 and Older**

**Employees, who work beyond age sixty-five (65) and who were eligible for coverage for the benefit plans under this article before reaching age sixty-five (65), will continue to be eligible for such coverage, provided the third party carrier with whom the Employer has contracted to provide these benefits permits coverage to continue and subject to the terms for such coverage established by the carrier. Where the carrier's plan continues to provide coverage to employees after the age sixty-five (65) and the premium costs charged to the Employer by the carrier for such employees under the age sixty-five (65), the additional Employer costs will be paid by the employees who elect to maintain coverage after the age sixty-five (65).**

**Renumber Accordingly**

## **ARTICLE 14 - BENEFITS**

### **14.056 Health and Welfare Benefit Plans for Employees**

(c) Vision Care

A vision plan will be provided for Employees after three (3) months of continuous employment at a level of ~~three hundred dollars (\$300.00)~~ **four hundred dollars (\$400.00)** every two (2) years, and the premium costs will be paid one hundred percent (100%) by the Employer.

The Employer will pay the cost of one (1) eye exam every two (2) years.

## **ARTICLE 14 - BENEFITS**

### **14.056 Health and Welfare Benefit Plans for Employees**

#### **(d) Dental Plan**

i) The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium costs for single or family coverage, as applicable, under a mutually approved dental plan for employees who have completed three (3) months continuous employment.

ii) The sharing of the cost of services received under the dental plan between the Plan and the employee shall be as follows:

Plan A: Normal teeth work - 100% paid by Plan

Plan B: Crowns/bridges - 75% paid by Plan  
Dentures - 100% paid by Plan

Plan C: Orthodontics - 60% paid by Plan  
- ~~\$2,000~~ **\$4,000** maximum



**ARTICLE 16 - TERM OF AGREEMENT**

16.01 This Agreement shall remain in effect as of the first day of January 2005~~8~~, and shall remain in effect until the last day of December 2008~~11~~, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months' but not less than two (2) months' immediately preceding the last day of December 2008~~11~~.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A.D.

SIGNED ON BEHALF OF:  
Castlegar and District  
Public Library Association

SIGNED ON BEHALF OF:  
Canadian Union of Public  
Employees - Local 2262

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**SCHEDULE "A" – RATE OF PAY**

<b>Classification</b>	<b>Jan 1/08</b>	<b>Jan 1/09 2.5%</b>	<b>Jan 1/10 2%</b>	<b>Jan 1/11 2.5%</b>
Librarian I	\$21.28	\$21.81	\$22.25	\$22.80
Librarian II	\$21.28	\$21.81	\$22.25	\$22.80
Casual Librarian	\$21.28	\$21.81	\$22.25	\$22.80
Office Manager	\$21.28	\$21.81	\$22.25	\$22.80
Part Time Librarian	\$21.28	\$21.81	\$22.25	\$22.80
Youth Service Librarian	\$21.28	\$21.81	\$22.25	\$22.80
Computer Technician	\$21.28	\$21.81	\$22.25	\$22.80
Library Page**	\$8.00			

**\*\*NOTE:** Library Pages will be paid \$8.00 per hour or at the level of the BC minimum wage, whichever is greater. **After one (1) year of service the Page will receive the same increases as per the wage increases of the current Collective Agreement.**

Summer Students:

To be paid the maximum allowable under the grant, but no less than the Provincial minimum wage.

Premium in Lieu of Benefits, Vacation Pay and Statutory Holiday Pay:

Regular employees working less than twenty (20) hours per week and casual employees shall receive a premium as set out below, on all wages earned, in lieu of benefits set out in Article 14, vacation pay and Statutory Holiday pay as set out in Article 11.

Jan 1/05  
13%

## **Letters of Understanding**

Letter of Understanding #1 re: Volunteers - **Renew**

Letter of Understanding #2 re: Custodian Changes Implemented January 2005 -  
**Renew**

Letter of Understanding #3 re: Youth Employment Grants - **Amend as follows**

Letter of Understanding #4 re: Education Requirements - **Renew**

**LETTER OF UNDERSTANDING NO. 3**

**RE: YOUTH EMPLOYMENT GRANTS**

The Parties agree to the following conditions of employment for summer students:

- a) Those hired will become members of C.U.P.E. Local 2262;
- b) The position must not conflict in duties with any union position;
- c) The position must not result in the reduction of hours or lay-off of any current employee nor may it prevent the rehire of any employee currently on lay-off status;
- d) Employees will be employed on a special project not exceeding four (4) months in duration;
- e) Employees, during the aforementioned period, shall not be entitled to accumulative seniority;
- f) Vacation pay and statutory holiday pay will be paid in accordance with the Employment Standards Act;
- g) No permission from the Union will be required to hire employment grant students. The Union will be informed of the conditions of employment of every youth hired, including rate of pay and length of employment. Rate of pay will be contingent upon individual grants, but no less than the Provincial minimum wage.
- h) **The use of summer students will not adversely affect employment conditions or limit employment opportunities of the permanent bargaining unit employees.**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signed on behalf of:  
Castlegar & District Public  
Library Association

Signed on behalf of:  
Canadian Union of Public  
Employees, Local 2262

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