

2007 - 2011

COLLECTIVE AGREEMENT

Between the

COQUITLAM PUBLIC LIBRARY BOARD

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561

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THIS AGREEMENT ENTERED INTO AS OF 2007 JANUARY 01

BETWEEN:

THE COQUITLAM PUBLIC LIBRARY BOARD

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WHEREAS the Board is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Revised Statutes of British Columbia, 1992;

AND WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Board and the employees to recognize the mutual value of joint discussion and negotiations on all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS it is the desire of both parties to this Agreement that the Coquitlam Public Library be operated in a manner so as to give the maximum in public service in the City;

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

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

ARTICLE 1 TERM OF AGREEMENT

This Agreement shall be for the period from and including 2007 January 01 to and including 2011 December 31, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:--

- (a) the Union shall give notice to strike (or until the Union goes on strike); or
- (b) the Board shall give notice of lockout (or the Board shall lock out its employees); or
- (c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

ARTICLE 2 UNION SECURITY

2.1 Bargaining Agency

It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the Board except those specifically excluded in the Certificate of Bargaining Authority.

2.2 Union Membership

Employees of the Board who are now Union members or who during the life of this Agreement become Union members, shall as a condition of continuing employment, remain members in good standing of the Union according to its Constitution and By-laws.

All future employees of the Board shall as a condition of continuing employment with the Board become and remain members in good standing in the Union not later than one month after commencing employment with the Board.

It is further agreed that those employees who are not members of the Union shall contribute monthly to the Union an amount equal to monthly union dues to the Union.

2.3 Union Dues

The Board agrees to the check-off of all dues, initiation fees and general assessments levied in accordance with the Union Constitution and By-laws. The Union shall give the Board one month's notice of any changes in deductions.

Deduction shall be made from the employee's bi-weekly pay cheque and forwarded to the Treasurer of the Union not later than the 15th of the month following.

2.4 Union Stewards

The Board recognizes the Union's right to select stewards and chairpersons to represent employees. The Union agrees to provide the Board with a list of the employees designated as stewards and chairpersons.

The Board agrees that stewards and chairpersons shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Agreement. The Union recognizes that each

steward and chairperson is employed by the Board and that she will not leave her work during working hours.

ARTICLE 3 EMPLOYEE DEFINITIONS

Regular Full-Time Employees

A Regular Full-Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on a full-time basis.

Regular Part-Time Employees

A Regular Part-Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed on less than a full-time basis.

On-Call Employees

An On-Call Employee shall mean all other employees of the Board.

ARTICLE 4 PROBATIONARY PERIOD

- (a) Regular Full-Time Employees shall be on probationary appointment for ninety (90) calendar days from the effective date of appointment by the Board. Regular Part-Time Employees shall serve a probationary period of the same number of hours as a full-time employee would serve, but in no event shall the probationary period exceed six (6) months. Professional librarians appointed by the Board shall be employed on a one-year probation basis.
- (b) Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.
- (c) If it is mutually agreed between the parties, the probationary period may be extended a further period not exceeding three months and in such event the employee and the Union shall be notified in writing of such extension.
- (d) It is agreed and understood that during an employee's probationary period, her transfer, layoff or dismissal shall be entirely at the discretion of the Board.

ARTICLE 5 HOURS OF WORK

5.1 Schedule

The hours of work will be posted and shall be as follows:

5.1.1 Clerical employees and Librarians shall work not more than seven (7) hours per day, thirty-five (35) hours per week, five consecutive days per week - Monday to Saturday. The Maintenance/Driver shall work not more than eight (8) hours per day, forty (40) hours per week, five consecutive days per week - Monday to Friday.

5.1.2 Librarians and clerical employees may be required to work on one of the following weekly schedules:

	<u>Shifts</u>		<u>Days Off</u>	
(i)	Tues.-Sat.	(5 days)	Sunday off	(1 day)
	Mon.-Fri.	(5 days)	Sat., Sun., Mon. off	(3 days)
(ii)	Mon.-Fri.	(5 days)	Sat., Sun. off	(2 days)
(iii)	Tues.-Sat.	(5 days)	Sunday off	(1 day)
	Mon.-Fri.	(5 days)	Sat., Sun. off	(2 days)
	Mon.-Fri.	(5 days)	Sat., Sun., Mon. off	(3 days)
(iv)	Tues.-Sat.	(5 days)	Sun., Mon. off	(2 days)

An employee's regular shift schedule may not be changed without such employee being provided ten (10) working days' notice of any such change.

5.1.3 Day Shift shall be between 6:00 a.m. and 6:00 p.m.
Afternoon Shift shall be between 12 noon and 12 midnight.

5.1.4 The Board will provide the Union ten (10) working days' notice of the work schedules of the Library for both Christmas Eve and New Year's Eve.

5.2 Sunday Staffing

Notwithstanding Article 5.1, in the event the Board elects to provide Library Services on Sundays, the following conditions shall apply:

5.2.1 The Board shall schedule employees to work Sunday subject only to the following conditions:

(1) The Board will not require Regular Full-Time and Regular Part-Time Employees hired on or prior to 1980 September 01 to work more than one (1) Sunday in a four (4) week period. Nothing in this Article shall prevent the Board from scheduling such an employee to work more than one (1) Sunday in a four (4) week period if the employee so desires.

(2) The Board may require Regular Part-Time Employees hired after 1980 September 01 to work more than one (1) Sunday in a four (4) week period.

(3) The Board shall not schedule employees to work on any Sunday that falls during the period of June 01 to August 31, both dates inclusive. (Effective

2009 May 31, this provision shall no longer be effective and shall be deleted during the drafting of the 2012 Collective Agreement.)

- (4) The Board shall not schedule employees to work on a Sunday that falls between Boxing Day and New Year's Day.
- (5) Where, due to a public holiday, the Library is closed on a Saturday and/or a Monday, the Board shall not schedule employees to work on the Sunday immediately adjacent to the public holiday.
- (6) The hours open to the public shall be between 11:00 a.m. and 5:00 p.m.

5.2.2 The regular hours of work for employees working on Sunday shall be up to six (6) hours between 10:30 a.m. and 5:30 p.m. provided however that employees hired prior to 1996 April 23 shall not be required to work more than five (5) hours on a Sunday.

5.2.3 Employees shall be paid at time and one-half their regular rate of pay for all hours worked on a Sunday. Time worked on a Sunday pursuant to this Article shall not be considered as overtime. Where an employee works overtime on Sunday, the overtime rate of pay shall be based on the employee's regular rate of pay.

5.2.4 The work schedule for Regular Full-Time Employees working on Sundays shall be based on the following:

- (1) The straight-time equivalent of the hours worked on Sunday shall be counted towards the employee's regular seventy (70) bi-weekly hours (e.g., a five (5) hour Sunday has a value of seven and one half (7½) hours; a six (6) hour Sunday has a value of nine (9) hours).
- (2) The work schedule shall allow employees to work up to eight and one-half (8½) hours at straight time on Monday to Saturday workdays for the purpose of Sunday staffing only.
- (3) The schedule shall average seventy (70) hours pay bi-weekly.

5.2.5 In the event the Board elects to discontinue providing Library Services on Sundays at any or all branches, it shall provide the Union with a minimum of four (4) weeks' written notice.

5.3 Meal Period

Each employee shall be entitled to a meal period of not less than 30 minutes and not more than one hour.

5.4 Rest Periods

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, except when working an eight and one-half (8½) hour work day when the rest periods will be twenty (20) minutes each. Such periods shall be taken at times that will cause the least possible interference with the work in which the employee is engaged.

5.5 Daily Guarantee

- 5.5.1 Subject to the provisions of Article 5.5.3, an employee reporting for her scheduled shift on the call of the Board, shall receive her regular hourly rate of pay for the entire period spent at her place of work, with a minimum of two hours' pay at her regular hourly rate.
- 5.5.2 Subject to the provisions of Article 5.5.3, an employee other than a student on a school day who commences work on her scheduled shift, shall receive her regular hourly rate of pay for the entire period spent at her place of work, with a minimum of four hours' pay at her regular hourly rate.

Effective 2008 May 09, subject to provision of Article 5.5.3, the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time and On-Call Employees when attending staff meetings, ad-hoc committee meetings and/or training sessions to a maximum of four (4) occasions per employee per year.

- 5.5.3 In any case where an employee
- (i) reports for her regular shift but refuses to commence work;
 - (ii) reports for her regular shift but her condition is such that she is not competent to perform her duties or has failed to comply with accident prevention regulations of the Workers' Compensation Board; or
 - (iii) commences work but refuses to continue working,

she shall not be entitled to receive the minimum payments set forth in Articles 5.5.1 and 5.5.2.

ARTICLE 6 WAGES AND SALARIES

6.1 Pay Schedules

The scale of remuneration as set out in Schedule "A" shall apply during the term of this Agreement.

6.2 Derivation of Bi-Weekly and Monthly Rates

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

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

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

6.3 New Classification

In the event of any new classification and/or position being created during the term of this Agreement, the wage rate or wage scale and related working conditions shall be negotiated. If settlement is not reached, either the Union or the Board may refer the matter to the grievance procedure.

6.4 Overtime

6.4.1 Regular Full-Time Employees shall be paid at overtime rates for all overtime worked:

- (i) immediately following the employee's regular shift;
- (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift.
- (iii) at any other time than at the times set forth in Articles 6.4.1(i) or 6.4.1(ii) of this Article 6.4, consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Article 8.8.

6.4.2 Regular Full-Time Employees shall be paid for the performance of overtime work scheduled by the Board under Article 6.4.1 at the following overtime rates:

- (i) time and one-half the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
- (ii) double the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
- (iii) double the standard rate of pay for all overtime worked at any other time than at the times set forth in Articles 6.4.2(i) or (ii) above.

6.4.3 Effective 2008 May 09:

Regular Part-Time and On-Call Employees shall be paid at straight-time rates for all hours worked up to the normal daily full-time hours for their classification (i.e. seven (7) or eight (8) hours). Thereafter, overtime shall apply as follows:

- (1) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
- (2) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (3) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may voluntarily agree to work on the sixth (6th) and/or seventh (7th) day of work in

that week at straight-time pay until such time as the normal daily or weekly hours for the classification so occupied have been reached and thereafter overtime provisions would apply as per (1) and (2) above. No employee shall have their regular core hours scheduled over more than five (5) days in a seven (7) day period.

- (4) This provision is not applicable to Regular Part-Time and On-Call Employees for time worked on Sundays except as provided for under Article 5.2.3.

6.5 Callout

- 6.5.1 A Regular Full-Time Employee who is called back to work by the Board at any time after she has completed her regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Article 6.4, shall be paid at the rate of double her normal rate of pay for the time actually worked and in addition thereto she shall be paid one (1) hour at double her normal rate of pay for travelling time to and from home. Except as otherwise provided in Article 6.5.2 a Regular Full-Time Employee who is called back to work under this Article 6.5.1 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double her normal rate of pay.
- 6.5.2 If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before she arrives home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double her normal rate of pay for the time actually worked and an additional one (1) hour at double her normal rate of pay for traveling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double her normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for traveling time).
- 6.5.3 For the purposes of this Article 6.5 a callout shall commence ½ hour before actual commencement of work for which the employee was called back and terminate ½ hour after actual completion of such work. The ½ hour at the commencement and termination of the callout time is the traveling time allowed the employee hereunder.
- 6.5.4 When an employee receives a telephone call and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid at double the employee's regular rate of pay for the time actually worked rounded to the nearest quarter (¼) hour with a minimum payment of one-quarter (¼) hour.

6.6 Shift Premiums

A shift premium of seventy-five cents (75¢) per hour shall be paid for all regular hours worked outside the day shift hours of 6:00 a.m. to 6:00 p.m. provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift. This provision shall not apply to employees classified as Pages.

6.7 Effective Date for Individual Adjustments

Effective 2008 May 09, individual pay adjustments arising from periodic increments, reclassifications, revaluations, promotions (but not acting in a higher capacity) and changes to the percentage in lieu of benefits (i.e. moving from 12% to 16%) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.

6.8 Pay Days

Paydays shall be on a bi-weekly basis.

Payday will be every second Friday for the pay period ending on the previous Friday.

6.9 Pay for Acting in a Senior Capacity

On every occasion that a Library employee is temporarily required to accept the responsibilities and carry out the duties incident to a position within the bargaining unit which is at a higher level than the position which she normally holds, she shall be paid for every day that she carries out the duties of the higher position at the minimum rate in the scale for such higher position, except where the hourly rate received in her own position is equal to, or exceeds, the minimum of the higher position, in which case she shall receive the next higher rate in the pay range of the higher position.

Notwithstanding the foregoing, on those occasions wherein a Library employee is temporarily required to act for the Director, she shall be paid for every such day at a rate of pay, which is ten per cent (10%) above the rate of Library Coordinator.

- 6.9.1 Any employee who is designated by the Director to open or close a branch of the Library and whose regular rate of pay is lower than that of the Branch Assistant class, shall receive the acting Branch Assistant rate of pay for one hour of their regular shift of work.
- 6.9.2 Employees classified as Library Assistant I shall receive acting Branch Assistant rate of pay for the time they are assigned by the Director to supervise other Library Assistant I(s) and/or Pages.
- 6.9.3 Any employee who is entitled to acting pay under Articles 6.9.1 or 6.9.2 above shall be paid at the first step of the Branch Assistant pay grade that is greater than their regular rate of pay.

For purposes of this Article, the appointment of an employee to a higher level of responsibility must be authorized in writing by the Director or designate.

ARTICLE 7 SENIORITY

7.1 Regular Employees

Seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be calculated and reported in hours based on paid hours (which includes paid time off) plus any leaves of absences that specify that seniority is accrued during the leave.

A seniority list shall be provided to the Union within the month following January 01 and July 01 each year.

7.2 Promotions and Transfers

7.2.1 In making promotions, demotions or transfers, the required knowledge, ability and skills for the positions shall be the primary consideration.

Where two or more applicants are equally capable of fulfilling the duties of the position, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.

7.2.2 If a regular employee is promoted or transferred to a classification for which the Union is the certified bargaining authority, then the promoted or transferred employee shall be considered an employee "on-trial" for a period of sixty (60) working days exclusive of holidays, leaves of absence and illness. Employees who are serving a trial period shall not be entitled to apply for posted positions.

7.2.3 In the event a promoted or transferred employee proves unsatisfactory during the aforementioned period, she shall be returned to her former position without loss of seniority or salary and any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position without loss of seniority or salary.

7.2.4 Where the employee(s) agrees, the Employer may:

- (1) transfer two (2) employees with the same classification and weekly hours regardless of department or branch,
- (2) transfer an employee to a vacancy with the same classification and weekly hours regardless of department or branch and post the resulting vacancy.

Employees who wish to be considered for a transfer should advise the Director in writing. The Union will consider any other transfer requests made by the Employer.

7.3 Job Postings

Vacancies for permanent positions shall be posted on notice boards in Library Branches for a period of seven (7) days before such position is filled. Such notices shall contain the following information: Title of Position, Required Knowledge, Ability and Skills, Hours of Work and Hourly Rate or Range. The Union shall be advised in writing of the name(s) of the successful applicant(s) within three days of her/their official appointment to the position.

7.4 Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the position held by the junior person. Employees shall be recalled in the order of their seniority. No new employee will be hired until those laid off have been given an opportunity of re-employment.

In the event of layoffs not exceeding the period of one year, the Board agrees that it will offer employment to employees affected by such layoffs prior to engaging any new employees for similar work. When a former employee is subsequently re-employed on permanent staff within one year, she shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

NOTE: This section will not apply to On-Call Employees.

7.5 Notice of Layoff

The Board will give Regular Full-Time and Regular Part-Time Employees with less than one (1) year of service, two (2) calendar weeks' notice, or two (2) calendar weeks' pay in lieu of notice when an employee is laid off.

The Board will give employees with more than one (1) year of service one (1) month's notice or one (1) month's pay in lieu of notice, when an employee is laid off.

7.6 Dismissal

Employees, for proper cause, may be dismissed without notice and at the time of such dismissal shall be entitled to all earned, accumulated and statutory benefits. Any employee dismissed with or without notice and/or benefits shall retain the right to the grievance and arbitration procedures contained in this Agreement.

Where an employee has been dismissed with or without notice, and has submitted an appeal in accordance with the provisions of the grievance procedure contained in this Agreement and as a direct result is subsequently reinstated, she shall be reimbursed with full pay for the period between dismissal and reinstatement.

Where an employee is dismissed for proper cause, the Board shall, at that time, advise the employee in writing of the reason for dismissal.

ARTICLE 8 VACATIONS AND PUBLIC HOLIDAYS

8.1 Vacation Entitlement

Paid annual vacations for all Regular Full-Time Employees covered by this Agreement shall be allowed as follows:

- 8.1.1 Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- 8.1.2 In the first year or part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31st.
- 8.1.3 During the second up to and including the sixth (6th) calendar year of service of the employee, she shall be granted an annual vacation of fifteen (15) working days.
- 8.1.4 During the seventh up to and including the sixteenth (16th) calendar year of service of the employee, she shall be granted an annual vacation of twenty (20) working days.
- 8.1.5 During the seventeenth (17th) up to and including the twenty-second (22nd) calendar year of service of the employee, she shall be granted an annual vacation of twenty-five (25) working days.
- 8.1.6 During the twenty-third (23rd) and all subsequent calendar years of service of the employee, she shall be granted an annual vacation of thirty (30) working days.
- 8.1.7 Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination.

PROVIDED THAT:

- 8.1.8 For Professional Librarians, the annual vacation shall be twenty-two (22) working days at regular rate of pay.
- 8.1.9 "Calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 01 to December 31 inclusive. The date for calculation of annual vacation for full-time employees shall be January 1st of each year.
- 8.1.10 All vacations shall be taken at a time mutually agreed between the employee and the Board.

8.2 Sick Leave Substitution

Sick leave may be substituted for vacation where it can be established as provided in Article 9.5.5, by the employee that an illness or accident occurred while she was on vacation.

The unused portion of the vacation entitlement shall be taken at another time mutually agreeable to the Board and the employee.

8.3 Employees Absent Without Pay

Employees who are absent without pay for a period in excess of an accumulated total of thirty (30) working days per calendar year shall be entitled to take the full number of vacation days

pursuant to Article 8.1. However, the employee's vacation pay shall be calculated as a percentage of her regular annual wages for the year in which the absence occurred, based on 2% for each 5 working days of vacation time earned pursuant to Article 8.1. An employee may elect not to take that portion of her vacation, which is unpaid. The proration shall be based on the total number of days absent, not just the days in excess of thirty (30) days.

8.4 Vacation Banking

Regular Full-Time Employees may elect to defer the taking of any part of their annual vacation in excess of fifteen (15) working days provided however that the maximum deferred vacation which an employee may accumulate at any one time shall be twenty (20) working days.

8.5 Supplementary Vacation

Effective 2009 January 01:

Each Regular Full-Time Employee shall be entitled to the following paid supplementary vacation in addition to the annual vacation to which the employee is entitled under Article 8.1:

- 8.5.1 Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.
- 8.5.2 It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Article 8.5 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.
- 8.5.3 These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited and must be taken prior to the year in which the next five (5) days are credited.

Implementation

As part of implementing the new Supplementary Vacation provision, the following shall apply:

Each employee who, in 2009, is in their twelfth (12th), seventeenth (17th), twenty-second (22nd), twenty-seventh (27th), thirty-second (32nd) or thirty-seventh (37th) calendar year of service, shall become entitled immediately to four (4) working days of supplementary vacation.

Each employee who, in 2009, is in their thirteenth (13th), eighteenth (18th), twenty-third (23rd), twenty-eighth (28th), thirty-third (33rd), or thirty-eighth (38th) calendar year of service, shall become entitled immediately to three (3) working days of supplementary vacation.

Each employee who, in 2009, is in their fourteenth (14th), nineteenth (19th), twenty-fourth (24th), twenty-ninth (29th), thirty-fourth (34th) or thirty-ninth (39th) calendar year of service, shall become entitled immediately to two (2) working days of supplementary vacation.

Each employee who, in 2009, is in their fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), fortieth (40th) or forty-fifth (45th) calendar year of service, shall become entitled immediately to one (1) working days of supplementary vacation.

These supplementary vacation days may be taken in any of the years beginning with 2009 and must be taken prior to the year in which the employee receives their next supplementary vacation credit.

8.6 Vacation Pay

Where an employee is scheduled to be absent on vacation on payday, she may elect to receive her regular pay prior to commencing her vacation, provided she provides two (2) weeks' notice of such election.

8.7 Public Holidays

All Regular Full-Time Employees who have been employed thirty calendar days on a full-time appointment, providing they work the full scheduled working day before and the full scheduled working day after the public holiday, unless on sick leave, Workers' Compensation Board benefits or vacation, shall be given time off for the following public holidays at regular pay:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by the Federal and/or Provincial Government.

Provided, however, if a holiday falls on a Saturday or a Sunday and no day is proclaimed in their stead, then such holidays shall be added to the next annual vacation of each employee.

8.8 Pay for Hours Worked on Public Holidays

A Regular Full-Time or Regular Part-Time Employee who is required to work on a Public Holiday shall be paid at the rate of double the standard rate of pay for every hour worked in addition to her regular holiday pay as provided for in Article 8.7.

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Board and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

Time worked on a Public Holiday or the day off given to the employee in lieu of the Public Holiday shall not be treated as overtime except as provided in Article 6.4.

ARTICLE 9 EMPLOYEE BENEFITS

9.1 Medical Services Plan and Extended Health Benefits

Subject to the eligibility provisions of the Plans, all Regular Full-Time Employees shall, effective the first day of the month following completion of three (3) months of continuous service, be enrolled in the Medical and Extended Health Benefit Plans. The Board shall pay 75% of the premium and the employee shall pay 25%. The Extended Health Benefit Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- 9.1.1 eye exams to a maximum payable of \$75.00 per person every two (2) years;
- 9.1.2 vision care (\$250.00 maximum payable per person in a 24-month period);
- 9.1.3 hearing aid (\$700.00 maximum payable per person in a five (5) calendar year period);
- 9.1.4 orthotics to a maximum payable of \$300.00 every five (5) years;
- 9.1.5 clinical psychologist (\$600.00 maximum payable per person in a calendar year), and 'Nicotine Patch' (\$350.00 per person lifetime maximum);

all subject to the provisions of the Plan.

In the event that an employee is absent on sick leave beyond his accumulated sick leave credit, the employee shall be covered by M.S.P. and E.H.B. for a period not exceeding six (6) months. M.S.P. and E.H.B. premiums on behalf of such employees during such period shall be paid 45% by the Union and 55% by the Board.

9.2 Dental Plan

All Regular Full-Time Employees shall, effective the first day of the month following completion of six (6) months of continuous service, be covered by a Dental Plan which provides the following services, subject to the Plan:

- 9.2.1 Basic Dental Services (Plan A) paying for 70% of the approved schedule of fees; and
- 9.2.2 Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees; and
- 9.2.3 Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of \$3000 for adults and dependent children as defined by the Plan.

The Board shall pay 60% (effective 2008 July 01, 65%; effective 2009 July 01, 70%; effective 2010 July 01, 75%) of the premium, and the employee shall pay 40% (effective 2008 July 01, 35%; effective 2009 July 01, 30%; effective 2010 July 01, 25%) of the premium.

9.3 Same Sex Benefit Coverage

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

9.4 Group Life Insurance

Regular Full-Time Employees shall, effective the first day of the month following completion of three (3) months of continuous service, be enrolled in the Group Life Insurance Plan. The Group Life Insurance coverage for all Regular Full-Time Employees to age 65 shall be calculated on the basis of one and one-half times (1½T) basic annual wage, as determined and recorded by the Board, taken to the next higher multiple of \$1,000 if the resultant amount is not a multiple of \$1,000, except that the amount of insurance entitlement of any employee shall not exceed \$50,000. In the event an employee suffers total disability prior to age 65, the employee's insurance coverage shall remain in full force and effect until age 65 notwithstanding the discontinuance of premium payments for the duration of such period of disability.

The Board shall pay 60% (effective 2008 July 01, 65%; effective 2009 July 01, 70%; effective 2010 July 01, 75%) of the premium and the employee shall pay 40% (effective 2008 July 01, 35%; effective 2009 July 01, 30%; effective 2010 July 01, 25%) of the premium.

9.5 Sick Leave

- 9.5.1 Regular Full-Time Employees shall be entitled to sick leave on the basis of one and one-half (1½) days for each month worked.
- 9.5.2 Employees will be permitted to accumulate sick leave without restriction from year to year, but may only draw from accumulated sick leave 180 days in any calendar year, i.e., between January 1st and December 31st in any year.
- 9.5.3 Employees shall not be granted sick leave credit until they have completed three (3) months' service. After three (3) months' service, employees shall be entitled to sick leave on the basis of one and one-half (1½) days for each month worked, retroactive to the first completed calendar month of employment.
- 9.5.4 A deduction shall be made from accumulated sick leave credits of all working days absent with pay due to illness, except those resulting from an accident on the job, for which the employee is covered by Workers' Compensation.
- 9.5.5 An employee requesting sick leave with pay, may be required to produce a certificate from a registered practicing physician certifying that such employee is unable to carry out her duties due to illness.
- 9.5.6 Where an employee is paid wages by the Board while absent from employment by reason of any disability, other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered, less those legal fees attributable to proving the wage loss claim, to the Board. Upon receiving such amount the Board shall credit the employee's sick

leave account with the number of sick leave days proportionate to the amount so recovered.

9.5.7 Family Illness

Effective 2008 May 09:

Where no one other than the employee can provide for the needs of the employee's spouse, child or parent during an illness, an employee, upon approval of the Director or designates, may be granted up to three (3) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EIC Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

9.6 Workers' Compensation

Any employee, whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Board and the Board shall pay the employee's full regular wage. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the Board will pay full regular wages to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.

9.7 Retirement

It is agreed and understood that an employee, retiring from the service of the Board either at minimum retirement age of fifty-five (55) or later and who has completed ten (10) years of continuous service, shall receive one (1) additional month's pay at the current hourly rate.

The above requirement for ten (10) years of continuous service shall not apply to employees employed on or before 1984 July 10.

9.8 Municipal Pension Plan

A Regular Full-Time Employee shall participate in and under the terms of the Municipal Pension Plan in accordance with the Rules made under the authority of the Public Sector Pension Plans Act provided that she has completed the probation period.

Where, due to a layoff, a full-time employee has had her hours of work reduced and her employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Board and the employee shall be made on the basis of the new hours worked and are subject to the requirements of the Rules made under the authority of the Public Sector Pension Plans Act.

9.9 On-Call and Regular Part-Time Employee Benefits

9.9.1

On-Call Employees

Effective 2008 May 09:

An allowance of 12% of regular wages shall be paid to On-Call Employees as payment for all benefits set out in this Agreement, including those providing for time off with pay. Upon completion of 1200 hours of service within 2 consecutive calendar years an On-Call Employee shall receive 16% of regular salary as payment for all benefits set out in this Agreement. This allowance shall be paid each payday. No other benefits shall be provided to On-Call Employees unless expressly stated in this Article 9.9.

9.9.2 Regular Part-Time Employees

Effective 2008 May 09:

- (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (a) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (b) Medical, Extended Health, Dental and Group Life on the same basis as full-time employees except the eligibility periods shall be calendar months; the Board shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (c) sick leave coverage on a prorated basis (including a proration of the maximum sick leave usage cap of 180 days referred to in Article 9.5.2), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (d) WCB "top-up" coverage after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (3) commencing on the first of the month following the expiry of the benefit coverage.

- (3) All Regular Part-Time Employees not covered by paragraph (1) shall be paid an amount equal to twelve percent (12%) of their regular earnings as payment for all benefits set out in this Agreement, including those providing for time off

with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months (e.g. 913 hours) shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (4) below.

- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Jury/Crown Witness Duty and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on any unpaid leave of absence.
- (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article 9.9.

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

Transition: Current Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall have a one-time option to select between the new benefit coverage or to receive a percentage in lieu of benefits. An employee who does not advise the Employer of their choice within thirty (30) working days of the date of ratification of the Memorandum of Agreement shall be deemed to have chosen to receive a percentage in lieu of benefits.

ARTICLE 10 LEAVE OF ABSENCE

10.1 Professional Librarians

Upon receipt of a written request, the Board shall at its discretion, grant Librarians leave with pay to attend work-shops, seminars or conferences.

10.2 Jury and/or Crown Witness Duty

An employee required to serve on a jury or who is subpoenaed as a witness and who is absent from duty shall continue to receive her regular wage. Further, said employee shall turn over or cause to be turned over to the Board, any monies received as pay, other than meals and mileage.

10.3 Compassionate Leave

Effective 2008 May 09:

- 10.3.1 An employee shall be granted a maximum of three (3) days' leave, without loss of wages, in the case of the death of a direct relative in the family. Direct relative shall be defined as spouse (including common-law spouse and same sex partner), brother, sister, parent, brother-in-law, sister-in-law, parent-in-law, grandparent, child or grandchild.
- 10.3.2 Any employee who qualifies for compassionate leave without loss of wages under Article 10.3.1 above, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- 10.3.3 An employee shall be granted one-half ($\frac{1}{2}$) day with pay to attend a funeral as a pallbearer with a maximum of two paid leaves per year.
- 10.3.4 For purposes of Compassionate Leave, employees in same sex relationships as defined in Article 9.3, shall be entitled to the provisions of this Article 10.3.
- 10.3.5 At the discretion of the Board, an employee may be granted leave of absence without pay to attend a funeral as a mourner.
- 10.3.6 Under extenuating circumstances, the Board may grant leave of absence with pay on the written request of any employee.

10.4 Leave of Absence for Public Office

- 10.4.1 The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall grant leave of absence without pay to such employees. In the event that the leave does not exceed five (5) working days, the employee's benefits shall be maintained and the Board shall pay its usual share of such benefits. Benefits for employees granted leave for a longer period than five (5) working days shall be continued in effect provided they are paid for by the employee.
- 10.4.2 An employee who is elected to public office shall be granted leave of absence without pay and without benefits.
- 10.4.3 Employees shall not accumulate seniority while on leave of absence, but upon returning to work shall be credited with the seniority they had prior to commencing the leave.
- 10.4.4 Upon completion of service in public office an employee may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

10.5 Leave of Absence - Union Representatives

- 10.5.1 All applications for Union leave of absence granted with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.
- 10.5.2 With respect to any Union leave of absence granted without pay, the board shall continue to pay each representative's regular wage and shall render an account to the Union for the representative's regular wage plus an additional amount to reflect the costs of benefits paid by the Board while representatives are on leave of absence. The additional amount is intended to reflect Board costs associated with vacation, public holidays, sick leave, workers' compensation, Canada Pension Plan, Employment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental Plan, and Municipal Pension Plan, where applicable. The Union shall reimburse the Board to the amount rendered within sixty (60) days.
- 10.5.3 Upon application to, and with the permission of the Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of attending workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than two (2) Union representatives shall be granted leave at any one time.
- 10.5.4 Upon application to, and with the permission of the Director in each specific case, official representatives of the Union may be granted leave of absence with pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- 10.5.5 Upon application to, and with the permission of the Director in each specific case, up to two (2) official representatives of the Union may be granted leave of absence with pay for the purpose of collective bargaining with the Board.
- 10.5.6 The Board agrees that any full-time officer of CUPE Local 561 who is on an authorized leave of absence for the purpose of performing her duties as an officer of CUPE Local 561 shall not lose her seniority in the service of the Board and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

An employee who is elected or selected by the Union for a full-time position with the Union shall be granted a leave of absence without pay provided that the employee provides a minimum of thirty (30) calendar days' notice of the request for the leave of absence.

- 10.5.7 The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees or any body with which the Union is affiliated shall be granted leave of absence without pay. Employees shall not accumulate seniority while on such leave of absence, but upon returning to work shall be credited with the seniority they had prior to commencing the leave. Upon

termination of such period of office, such employee may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

10.6 Educational Leave

In the event that the Board requests an employee to enroll in a course, the Board shall reimburse the employee for the full amount of tuition fees upon successful completion of the course by the employee.

10.7 General Leave

A Regular Full-Time or Regular Part-Time Employee shall be entitled to request leave of absence, without pay and without loss of seniority, for good and sufficient cause. Such request shall be submitted in writing for approval by the Board.

Employees who receive a percentage in lieu of vacation benefits and who are required to work either on a regular daily or regular weekly basis, shall be given special consideration when requesting a leave of absence without pay.

10.8 Maternity and Parental Leave

10.8.1 Length of Leave

(1) Birth Mother

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

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

(2) Birth Father and Adoptive Parent

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

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician

certifies the employee as unable to return to work for medical reasons related to the birth.

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

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

10.8.2 Notice Requirements and Commencement of Leave

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

10.8.3 Return to Work

On resuming employment an employee shall be reinstated in his or her previous or a comparable position and for the purposes of seniority, pay increments and benefits, referenced in 10.8.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

10.8.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to Article 10.8.4(1), an employee on maternity leave or parental leave who has notified his or her Department Head of his or her intention to return to work pursuant to Article 10.8.2(4) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he or she would otherwise have returned to work.

10.8.5 Benefits

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

10.8.6 Supplementary Employment Insurance Benefits (SEIB)

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to

work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 Grievances

In order to provide an orderly and speedy procedure for the settlement of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee, the Union Shop Stewards and the Chairperson of the Library Division.

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:

Step 1:

The grievance shall be submitted in writing, on a form approved by both parties, to the Department Head immediately concerned within seven (7) working days of the date of the occurrence of the alleged grievance. A copy of the grievance shall be sent to the Secretary of the Union and to the Director.

Step 2:

If the alleged grievance is not settled by the Department Head or section head within seven (7) working days, the matter shall be referred by the employee or by the Union to the Director.

Step 3:

Should the Director and the Union fail to attain a settlement within seven (7) working days then the grievance shall be discussed between a Grievance Committee of the

Board, the aggrieved employee(s) and the Grievance Committee of the Union within ten (10) working days after the Director and the Union failed to attain a settlement. Failing settlement in this step, then Step 4 shall be invoked.

Step 4:

Should the Grievance Committee of the Board and the Grievance Committee of the Union fail to attain a settlement within fourteen (14) working days, then the grievance may be referred to a Board of Arbitration by the Union or the Director, provided that the request to refer to a Board of Arbitration is made in writing within ten (10) working days after the final meeting between the Grievance Committee of the Board and the Grievance Committee of the Union.

An aggrieved person may have a representative of the Union attend with her at any meeting or meetings that are held in connection with her grievance.

11.2 Arbitration

The Board of Arbitration shall comprise one (1) member appointed by the Board, and one (1) member appointed by the Union. The Board and the Union shall make their respective appointments within a period of ten (10) working days after either party has advised the other of the reference to a Board of Arbitration. The two members thus appointed, shall select a third member, who shall be Chairperson. In the event that the two appointees are unable to agree on a Chairperson within five (5) working days of their appointment, they shall request the Minister of Labour for the Province of British Columbia to name a Chairperson. The Board of Arbitration shall have 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 which this Board deems just and equitable. The decision of this Board shall be final and binding on both parties.

Each party shall bear the expenses of its own arbitrator and the expense of the Chairperson shall be borne equally by both parties.

Where the parties mutually agree they may substitute a one-person Board of Arbitration for the above three-person Board of Arbitration.

ARTICLE 12 TECHNOLOGICAL CHANGE

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

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 11 (Grievance Procedure) of this Agreement, bypassing all other steps in the grievance procedure.

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Board will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
 - (iii) that the Board reinstate any employee displaced by reason of the technological change;
 - (iv) that the Board pay to that employee such compensation in respect of his or her displacement as the arbitration board considers reasonable.

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

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

ARTICLE 13 GENERAL

13.1 Labour Management Committee

13.1.1 A Labour Management Committee shall be established with the following principle objectives:

- (1) To develop and maintain a continuous effective channel of labour management communication.
- (2) To provide a means whereby the Board can keep the Union and employees informed of proposed organizational and technological changes.
- (3) To consider and make recommendations to resolve the effects of any proposed changes on individual employees.

- (4) To consider and make recommendations to resolve matters affecting job security or the training and development of employees on the job.
 - (5) To encourage employee and Union suggestions.
- 13.1.2 Members - The Committee shall be comprised of four members, two to be appointed by the Board and two to be appointed by the Union.
- 13.1.3 Meeting of Committee - The Committee shall meet when any member has items to discuss (no more frequently than once a month) at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 13.1.4 Chairperson of the Meeting - A Board and a Union representative shall be designated as Chairperson and Vice-Chairperson and shall alternate in presiding over meetings.
- 13.1.5 Minutes of Meetings - Minutes of each meeting of the Committee shall be prepared by a secretary appointed by the Board and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. All Committee members, the Library Division Union Chairperson and Union Secretary shall receive a signed copy of the minutes within five (5) days following the meeting. A copy of the minutes shall be posted in each place of work.
- 13.1.6 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

13.2 Medical Examinations

It is agreed and understood that when an employee is required by the Board to undergo a medical examination, the cost of such examination shall be borne by the Board.

It is further agreed that this clause shall be applicable to persons about to enter the service of the Board.

13.3 Vehicle Allowance

Effective 2008 May 09, employees who are authorized to use their own vehicle to conduct business on behalf of the Board shall be reimbursed in accordance with the current Canada Revenue Agency non-taxable rate per kilometer.

13.4 Contracting Out

The Board has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

13.5 Adverse Report

The Board shall notify an employee in writing of any major expression of dissatisfaction concerning her work within ten (10) working days of the event of the complaint. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of her record.

13.6 Personnel Records

An employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Article 11. The Board agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.

13.7 Handicapped Workers

Within the limitation imposed by the Board's unwillingness to create unnecessary work, the Board is willing to make every reasonable effort in cooperation with its Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

13.8 Gender

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

13.9 Sexual Harassment

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

13.10 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Director.

ARTICLE 14 SCHEDULES

The Schedule attached hereto and marked with the letter "A" shall form part of this Agreement.

DATED this 29th day of April , 2008 at the City of Coquitlam in the Province of British Columbia.

CHAIRPERSON OF THE BOARD

PRESIDENT, C.U.P.E. LOCAL 561

DIRECTOR

NEGOTIATING COMMITTEE,
C.U.P.E. LOCAL 561

CHAIRPERSON, LIBRARY DIVISION
C.U.P.E. LOCAL 561

SCHEDULE "A"CLASSIFICATION AND PAY RATES
2007 January 01 to 2011 December 31

<u>Class Title</u>	<u>Pay Grade/Hourly Rate</u>
Library Assistant 1	10
Library Assistant II/Technical Services**	11
Library Attendant (vacant)	11
Mends Clerk**	12
Library Assistant II**	12
Branch Assistant	13
Assistant Acquisitions Clerk	13
Library Assistant/Overdues	13
Library Assistant/Reference	13
Interlibrary Loans/Holds Clerk	13
Library Assistant/Support Services - CSO	13
Library Assistant/Technical Services (vacant)	13
Program Assistant - Children's Services	14
Acquisitions Clerk	15
Cataloguing Clerk	15
Reference Clerk	15
Maintenance/Delivery Driver**	15
Publicity & Promotions Clerk**	15
Branch Supervisor**	15
Senior Clerk – Technical Services	17
Circulation Supervisor	18
Computer Systems Support**	19
Librarian 1	21
	Effective 2008 May 09
Computer Services Technician	22
Branch Librarian	23
	Effective 2008 May 09
Electronic Services Librarian**	23
Computer Services Specialist	24
Co-ordinator, Adult Services/Community Services	25
	Effective 2008 May 09
Co-ordinator, Children's Services	25
	Effective 2008 May 09
	26

SCHEDULE "A" (cont'd)

Page 2

<u>Class Title</u>	<u>Pay Grade/Hourly Rate</u>	
Co-ordinator, Reference Services		25
	Effective 2008 May 09	26
Co-ordinator, Technical Services		25
	Effective 2008 May 09	26
Information Services Coordinator**		25
Page	Jan. 1/07 - \$13.68 per hour	
	Jan. 1/08 - \$14.09 per hour	
	<u>Step 1</u>	<u>Step 2</u>
	May 9/08 - \$14.10	\$14.65 per hour
	Jan. 1/09 - \$14.59	\$15.16 per hour
	Jan. 1/10 - \$15.17	\$15.77 per hour
	Jan. 1/11 - \$15.78	\$16.40 per hour

Note: Pages hired prior to 2008 May 09 shall receive the top step in their pay scale. All Pages hired on or after 2008 May 09 shall begin at Step 1. Eligibility for advancement between steps will be as per Schedule "A", using the time periods applicable to Regular Part-Time and On-Call Employees or Pay Grades 9 to 14, as appropriate.

* The monthly rate for this class of positions is based upon a 40-hour work week; all other monthly rates are for a 35-hour work week.

** **Under review (not signed off)**

2007 HOURLY RATES OF PAYEffective 2007 January 01 - 2007 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	15.77	16.39	17.02	17.73	18.42
11	16.39	17.02	17.73	18.42	19.15
12	17.02	17.73	18.42	19.15	19.95
13	17.73	18.42	19.15	19.95	20.78
14	18.42	19.15	19.95	20.78	21.60
15	19.15	19.95	20.78	21.60	22.51
16	19.95	20.78	21.60	22.51	23.44
17	20.78	21.60	22.51	23.44	24.41
18	21.60	22.51	23.44	24.41	25.42
19	22.51	23.44	24.41	25.42	26.48
20	23.44	24.41	25.42	26.48	27.59
21	24.41	25.42	26.48	27.59	28.74
22	25.42	26.48	27.59	28.74	29.94
23	26.48	27.59	28.74	29.94	31.23
24	27.59	28.74	29.94	31.23	32.57
25	28.74	29.94	31.23	32.57	33.92
26	29.94	31.23	32.57	33.92	35.37

2008 HOURLY RATES OF PAYEffective 2008 January 01 – 2008 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	16.24	16.88	17.53	18.26	18.97
11	16.88	17.53	18.26	18.97	19.72
12	17.53	18.26	18.97	19.72	20.55
13	18.26	18.97	19.72	20.55	21.40
14	18.97	19.72	20.55	21.40	22.25
15	19.72	20.55	21.40	22.25	23.19
16	20.55	21.40	22.25	23.19	24.14
17	21.40	22.25	23.19	24.14	25.14
18	22.25	23.19	24.14	25.14	26.18
19	23.19	24.14	25.14	26.18	27.27
20	24.14	25.14	26.18	27.27	28.42
21	25.14	26.18	27.27	28.42	29.60
22	26.18	27.27	28.42	29.60	30.84
23	27.27	28.42	29.60	30.84	32.17
24	28.42	29.60	30.84	32.17	33.55
25	29.60	30.84	32.17	33.55	34.94
26	30.84	32.17	33.55	34.94	36.43

2009 HOURLY RATES OF PAYEffective 2009 January 01 – 2009 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	16.81	17.47	18.14	18.90	19.63
11	17.47	18.14	18.90	19.63	20.41
12	18.14	18.90	19.63	20.41	21.27
13	18.90	19.63	20.41	21.27	22.15
14	19.63	20.41	21.27	22.15	23.03
15	20.41	21.27	22.15	23.03	24.00
16	21.27	22.15	23.03	24.00	24.98
17	22.15	23.03	24.00	24.98	26.02
18	23.03	24.00	24.98	26.02	27.10
19	24.00	24.98	26.02	27.10	28.22
20	24.98	26.02	27.10	28.22	29.41
21	26.02	27.10	28.22	29.41	30.64
22	27.10	28.22	29.41	30.64	31.92
23	28.22	29.41	30.64	31.92	33.30
24	29.41	30.64	31.92	33.30	34.72
25	30.64	31.92	33.30	34.72	36.16
26	31.92	33.30	34.72	36.16	37.71

2010 HOURLY RATES OF PAYEffective 2010 January 01 -- 2010 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	17.48	18.17	18.87	19.66	20.42
11	18.17	18.87	19.66	20.42	21.23
12	18.87	19.66	20.42	21.23	22.12
13	19.66	20.42	21.23	22.12	23.04
14	20.42	21.23	22.12	23.04	23.95
15	21.23	22.12	23.04	23.95	24.96
16	22.12	23.04	23.95	24.96	25.98
17	23.04	23.95	24.96	25.98	27.06
18	23.95	24.96	25.98	27.06	28.18
19	24.96	25.98	27.06	28.18	29.35
20	25.98	27.06	28.18	29.35	30.59
21	27.06	28.18	29.35	30.59	31.87
22	28.18	29.35	30.59	31.87	33.20
23	29.35	30.59	31.87	33.20	34.63
24	30.59	31.87	33.20	34.63	36.11
25	31.87	33.20	34.63	36.11	37.61
26	33.20	34.63	36.11	37.61	39.22

2011 HOURLY RATES OF PAYEffective 2011 January 01 -- 2011 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	18.18	18.90	19.62	20.45	21.24
11	18.90	19.62	20.45	21.24	22.08
12	19.62	20.45	21.24	22.08	23.00
13	20.45	21.24	22.08	23.00	23.96
14	21.24	22.08	23.00	23.96	24.91
15	22.08	23.00	23.96	24.91	25.96
16	23.00	23.96	24.91	25.96	27.02
17	23.96	24.91	25.96	27.02	28.14
18	24.91	25.96	27.02	28.14	29.31
19	25.96	27.02	28.14	29.31	30.52
20	27.02	28.14	29.31	30.52	31.81
21	28.14	29.31	30.52	31.81	33.14
22	29.31	30.52	31.81	33.14	34.53
23	30.52	31.81	33.14	34.53	36.02
24	31.81	33.14	34.53	36.02	37.55
25	33.14	34.53	36.02	37.55	39.11
26	34.53	36.02	37.55	39.11	40.79

+ Regular Part-Time and On-Call Employees are eligible for advancement from one step to the next (increment) upon the completion of 1400 hours of work.

Regular Full-Time Employees are eligible for advancement from one step to the next (increment) as follows:

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

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

Pay Grade 16 and above: 12 months eligibility.

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

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY BOARD
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(the "Union")

SICK LEAVE AND E.I. PREMIUM REDUCTION

The Employer and the Union agree as follows:

1. Layoff or Separation from Employment During a Period of Disability

Should an employee be laid off or separated, by reason other than his/her retirement, prior to termination of his/her illness or injury, the payment of any paid sick leave remaining to the employee's credit will cease at that time, only if

- (a) the disability began less than two (2) months before the layoff or separation, and
- (b) a notice of layoff or separation was given prior to the occurrence of the disability.

In all other situations, the payment of paid sick leave will continue beyond the date of layoff or separation until the earliest of

- (a) the payment of a total of 75 days of paid sick leave,
- (b) the end of the disability, or
- (c) the exhaustion of all accumulated days of paid sick leave.

2. Employee Portion of the E.I. Premium Reduction

Upon receipt of the E.I. Premium Reduction, the Employer shall remit the employee portion, as a lump sum, to the Union who shall use it for the benefit of the employees.

This Letter of Understanding shall become effective on the date the Sick Leave Plan qualifies for the E.I. Premium Reduction and shall remain in force as long as the Sick Leave Plan continues to qualify for the E.I. Premium Reduction.

SIGNED ON BEHALF OF THE
EMPLOYER:

"Maureen Woods"

"Rhian Piprell"

Date _____ April 29, 2008 _____

SIGNED ON BEHALF OF THE UNION:

"Jim Gorman"

"Jo Patterson"

Date _____ April 29, 2008 _____