

**2011 – 2013 COLLECTIVE AGREEMENT**

**BETWEEN**

**PENTICTON PUBLIC LIBRARY**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 608**

THIS AGREEMENT MADE AND ENTERED INTO ON THE 1 DAY OF May 2013.

**BETWEEN: THE PENTICTON PUBLIC LIBRARY**

**(PARTY OF THE FIRST PART)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**  
(hereinafter called the "Union"), Chartered by the Canadian Union of Public  
Employees and Affiliated with the Canadian Labour Congress

**(PARTY OF THE SECOND PART)**

## **ARTICLE 1: PREAMBLE**

1.01 This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Penticton Public Library (hereinafter called the "Employer") and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

## **ARTICLE 2: RIGHTS OF MANAGEMENT**

2.01 Except as otherwise provided in the Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

## **ARTICLE 3: UNION RECOGNITION & BARGAINING UNIT**

3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.

### **3.02 Work of the Bargaining Unit**

The Parties recognize the extent to which excluded supervisors currently perform work normally done by employees of the bargaining unit. Any concerns arising from the current practice shall be discussed by the Labour Management Relations Committee. The Union has the right to file a grievance for any significant expansion of the current practice.

### **3.03 Application**

- (a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- (b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of this Agreement shall apply thereto.

#### **ARTICLE 4: NO DISCRIMINATION**

- 4.01** There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of his/her membership or activity in the Union.
- 4.02** Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 4.03** All personnel have the right to work without harassment. Any complaint alleging sexual or personal harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.

#### **ARTICLE 5: UNION SECURITY**

##### **5.01 Maintenance of Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, maintain his/her membership in the Union as a condition of his/her employment.

#### **ARTICLE 6: CHECK OFF OF UNION DUES**

##### **6.01 Check off**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, shall sign a check off form authorizing the Employer to deduct from his/her earnings and to pay to the Union an amount equal to the current monthly Union dues as established by the Union in accordance with its Constitution and/or Bylaws.

- 6.02** While this Agreement continues to apply to those employees who have signed the check off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues.
- 6.03** Upon receipt of written authorization from an employee, the Employer shall deduct from his/her earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such

deduction to the Union in the manner provided for in Article 6.04. Should the dues structure change, the Union will advise the Employer.

#### **6.04 Deductions**

Deductions shall be made from the payroll on a bi-weekly basis and forwarded to the Secretary-Treasurer of the Union, not later than the 15<sup>th</sup> of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply addresses of all employees from whose wages the foregoing deductions have been made.

### **ARTICLE 7: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

#### **7.01 New Employees**

The Employer will supply all new employees in the CUPE Local 608 bargaining Unit, with a copy of this agreement.

7.02 The Employer will ensure the current Collective Agreement is available on the Intranet site where available.

### **ARTICLE 8: CORRESPONDENCE**

8.01 Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall always include a copy to the Chief Librarian and to the Secretary of the Union.

### **ARTICLE 9: LABOUR MANAGEMENT RELATIONS**

#### **9.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### **9.02 Labour - Management Relations Committee**

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representatives of the Employer, as appointees of the

Employer, and not more than two (2) members of the Union, as appointees of the Union.

**9.03 Function of Labour - Management Relations Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee, unless otherwise agreed between the Parties.

**9.04 Meetings of Committee**

Regularly scheduled Committee meetings may occur monthly or as required.

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than 10 calendar days after the request has been given.

**9.05 Time Off for Meetings**

Any representative of the Union on the Labour-Management Relations Committee shall attend Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

**9.06 Collective Bargaining**

A maximum of two (2) employees who are representatives of the Union shall be given permission to leave their employment to carry on collective bargaining with the Employer with respect to the renewal of this Agreement, and they shall suffer no loss of pay whilst acting in such capacity.

**9.07 Representatives of the Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## **ARTICLE 10: PERSONNEL POLICIES**

### **10.01 Copies to be Posted**

Copies of all personnel policies made by the Employer for employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards or by other means of communication.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

### **11.01 Permission to Leave Work**

Union Stewards and representatives shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from the Chief Librarian to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

### **11.02 Definition of Grievance**

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party" shall mean the Union and/or the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

### **11.03 Settling of Grievances**

The Parties encourage employees to resolve issues directly with their immediate supervisor. If a resolution is not reached, the following shall apply:

**Step 1** The employee concerned, in person, with his/her Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within fifteen (15) days from the time the grievance became known to the employee.

**Step 2** If a satisfactory settlement is not reached after step one the grievance may be submitted, in writing, to the Chief Librarian and the Parties will meet, or have meetings in an effort to resolve the grievance within twenty five (25) working days of Step one.

**11.04** If a satisfactory settlement is not reached after step two the Union may refer the grievance to arbitration and name its nominee to the arbitration panel within fifteen (15) days.

**11.05 Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

**11.06 Employer Grievance**

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, Chief Librarian, or their authorized representatives, shall meet with a view to bringing about a settlement. If a satisfactory settlement is not reached within 7 days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 12.

**ARTICLE 12: ARBITRATION**

**12.01 Board of Arbitration**

- (a) A Board of Arbitration shall consist of three (3) members, one to be chosen by each party, the third, who shall be Chairman, to be selected by the two (2) so appointed. The members chosen by the parties must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, either party may apply to the Minister of Labour to appoint a Chairman.
- (b) Upon his/her selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairman's selection or appointment.
- (c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.
- (d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.



- (e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman and other expenses of the Board.

#### **12.02 Amending of Time Limits**

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may be extended by mutual agreement of the parties.

#### **12.03 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **12.04 Single Arbitrator**

Notwithstanding the foregoing, the Parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

### **ARTICLE 13: DISCHARGE, SUSPENSION & DISCIPLINE**

#### **13.01 Warnings**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employee shall be given advance notice of such and shall be entitled to have a Union representative present. The Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy thereof to the Secretary of the Union.

#### **13.02 Procedure Upon Discharge or Suspension**

Any discipline, discharge or suspension of an employee shall only be for proper cause.

- 13.03** Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other Penticton Library employees who are engaged in legal strike.

- 13.04** When an employee is discharged or suspended he/she shall be given the reasons for such discharge or suspension in writing.
- 13.05** A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly to the Chief Librarian under Step 2 of Article 11.03.
- 13.06** Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost during the next pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 13.07** The Employer agrees that all employees may view their personnel file, in the presence of the manager, and may make copies thereof. Any employee may respond in writing to any report on his/her personnel file. Such response shall become a part of the personnel file.

**13.08 Right to Refuse Unsafe Work**

In accordance with the Occupational Health and Safety Regulations, an employee shall not be disciplined for refusal to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

**ARTICLE 14: SENIORITY**

**14.01 Seniority Defined**

Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis unless otherwise specified.

**14.02 Probationary Employees**

New employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be discharged for lack of suitability. At the end of such probationary period, an employee shall be entered on the seniority list as of his/her original date of employment. The Employer may extend the probation period for not more than one (1) additional month if it deems it necessary in order to determine employee suitability.

### **14.03 Seniority List**

The Employer shall prepare and keep an up to date seniority list of all employees who have qualified for seniority. The seniority list shall be posted at all times on the employee bulletin boards and shall be revised quarterly.

### **14.04 Loss of Seniority**

- (a) An employee shall not lose his/her seniority if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer except as provided in Article 14.04b.
- (b) An employee shall lose his/her seniority in the event:
  - (i) He/she is discharged for just cause, and is not subsequently reinstated;
  - (ii) He/she resigns;
  - (iii) He/she is absent from work in excess of four (4) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - (i) He/she is laid off for more than twelve (12) months;
  - (ii) He/she is absent from work because of sickness or accident for longer than two (2) years.
- (c) Except as provided in Article 14.04(d), when an employee loses his/her seniority his/her right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his/her right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from his/her date of re-employment.
- (d) In the event an employee loses their seniority as a result of any ground prohibited by the Human Rights Code, they will maintain their employment relationship. The Parties recognize their obligations under Duty to Accommodate, which may include the adjustment or re-establishment of the disabled employees seniority.

### **14.05 Grant Workers**

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union on a case-by-case basis and set out in a Letter of Understanding.

### **14.06 Student Pages**

Student Pages are employees who:

- Are attending school, college or university and who intend to return to school, college or university in the subsequent academic year.
- Shall be paid the student rate indicated in Schedule A of the Agreement, plus 16% in lieu of health and welfare benefits and annual vacation paid annually.
- Shall acquire seniority in accordance with Article 14.01.

#### **14.07 Casual Employee**

Casual employees are defined as:

- Employed “as and when needed”, for a specified period of time to fill a position that is available due to absence or extra workload.
- Are paid the rate of the position they are filling.
- None of the provisions of this Agreement, other than wage rates, Union dues deductions, and access to grievance procedure shall apply to casual employees.
- Casual employee shall not accrue seniority, however if they become fulltime or part time employees past service within the twelve (12) months immediately prior to their regular appointment will be prorated as part of their seniority determination.
- A part time employee who works as a “casual employee” shall continue to be considered a part time employee.

#### **14.08 Practicum Students**

Students from a recognized library program shall be permitted to do practicum work for a specified period of time to fulfill the requirements of their programs. The Employer shall advise the Union in writing of a practicum student. This Agreement shall not apply to practicum students, except for Article 17. Practicum students shall not receive any pay while on practicum placement.

### **ARTICLE 15: PROMOTIONS, DEMOTIONS & TRANSFERS**

#### **15.01 Seniority to Apply**

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

#### **15.02 Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this agreement, notice of such vacancy or new position shall be posted for a period not less than seven (7) calendar days. The posting shall include a classification summary and salary. Copies of the posting will be sent to the Union.

### **15.03 Employee Trial Period**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall serve a trial period of three (3) months. At any time during the three (3) month trial period, the Employer shall have the right to remove the employee from the position, and the employee shall have the right to leave the position. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not satisfactory, the Employer may extend the trial period for not more than one (1) additional month, or the employee shall return to his/her former job.

### **15.04 Temporary Job Opportunities**

Temporary job opportunities resulting from the absence of an employee or extra workload, for a period exceeding two (2) months duration shall be posted. If the successful applicant is an existing employee, they will return to their former position upon completion of the temporary term.

### **15.05 Placement of Disabled Employees**

Employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.

**15.06** If an employee, prior to going on vacation or leave of absence, provides written notice to the Chief Librarian of his/her intent to apply for an anticipated job posting, he/she shall be considered as having applied for such posting.

### **15.07 On the Job Training**

Sufficient training shall be provided to allow employees to perform the duties of their position efficiently. To ensure such, training requirements shall be regularly discussed at the Joint Labour Management Relations Committee.

### **15.08 Professional Development**

For the purposes of Professional Development (training that aids an employee in the performance of their duties and which benefits the Employer) an employee must obtain advance approval of any absence required. The Employer shall pay reasonable course costs directly to the provider and the employee shall suffer no loss of pay. Such leave and pay shall not be unreasonably denied.

## **ARTICLE 16: LAYOFFS & RECALLS**

**16.01** The provisions of Article 16 shall not apply in the event of a suspension of work due to inclement weather or emergency conditions beyond the control of the Employer for up to two (2) shifts.

### **16.02 Notice of Layoff**

The Employer shall notify employees who are to be laid off, a minimum of seven (7) calendar days before layoff is to be effective.

### **16.03 Layoff Procedure**

In the event of layoff, such layoff shall be according to the following order:

1. Casual employees
2. Probationary employees
3. Student employees
4. Part time employees
5. Fulltime employees

Employees shall be laid off in reverse order of seniority within each classification as listed above.

**16.04** It shall be the responsibility of a laid off employee to keep the Employer informed of his/her current address and telephone number at which he/she may be contacted.

### **16.05 Bumping**

Laid off employees may bump other equal or lower positions, subject to their qualifications. Bumping shall be limited to the initial bump plus one further.

### **16.06 Recalls**

- (a) Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available.
- (b) For a one-year period, employees who are recalled from layoff shall return to the position they held prior to layoff, consistent with their seniority, prior to the position being posted.

**16.07** Such employees shall return to work within seven (7) calendar days (or such longer period as may be mutually agreed upon) after recall notice has been received.

## **ARTICLE 17: HOURS OF WORK**

### **17.01 Normal Work Day and Normal Work Week**

The normal workday and the normal workweek shall be:

(a) **Fulltime Employees**

Five (5) consecutive days, 37 ½ hours, Monday to Saturday.

Seven and one half (7 ½) consecutive hours between 8:00 am and 9:00 pm.

Two (2) consecutive days off per week.

(b) **Part time Employees**

Up to five (5) days, 37 ½ hours, Monday to Sunday.

Up to seven and one half (7 ½) consecutive hours between 8:00 am and 9:00 pm.

(c) Notwithstanding the provisions of 17.01(a & b), the Employer and the Union may vary the normal working hours, by mutual agreement.

(d) The Employer and an employee may also mutually agree to temporarily adjust the employee's shifts.

### **17.02 Christmas and New Years Eve**

All Library operations shall close at 3:00 pm on Christmas Eve and New Year's Eve with no loss of salary to fulltime employees or part time employees who are scheduled to work later than 3:00 pm.

### **17.03 Emergency Closure**

In the event of an emergency closure, employees shall be paid for the remainder of their regularly scheduled shift.

### **17.04 No Split Shifts**

There shall be no split shifts worked by, or scheduled for any employee.

### **17.05 Rest and Lunch Periods**

Employees working four hours or less shall receive a fifteen (15) minute rest period.

Employees working more than four hours and less than seven and one half (7 ½) hours shall receive a fifteen (15) minute rest period and a one half (1/2) hour unpaid lunch break.

**17.06 Notice of Shift Change**

Employees whose shifts are changed shall normally be provided two (2) weeks' notice. In no case shall such notice be less than one (1) week.

**ARTICLE 18: OVERTIME**

**18.01** All time worked outside the scheduled hours constituting an employee's normal work day or his/her normal work week shall be considered overtime and shall be paid for as follows:

- (a) On an employee's normal workday, time and one-half for the first 2 hours and double-time thereafter.
- (b) On an employee's days of rest, double time.

**18.02** All overtime must be authorized by the Chief Librarian or designate.

**18.03 Paid Time Off in Lieu of Worked Overtime**

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and the Chief Librarian, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

**ARTICLE 19: STATUTORY HOLIDAYS**

**19.01** The Employer will observe the following as paid statutory holidays:

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

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.



**19.02** If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 19.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

**19.03 When Holiday Falls on Non-Working Day**

Should a statutory or public holiday be observed on a day that is a non-working day for a fulltime employee, such employee shall be given a day in lieu of the statutory holiday. Days in lieu are to be taken within twelve (12) months of their acquisition and prior to year end and shall be scheduled by mutual agreement.

**19.04 Scheduling on Statutory Holidays**

No employee shall be required to work on a statutory or public holiday.

**19.05 Holiday Occurring During Annual Vacation**

Should a statutory or public holiday occur during an employee's annual vacation period, the fulltime employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

**ARTICLE 20: ANNUAL VACATIONS**

**20.01 Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the 12-month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

**20.02 New Employees**

Effective the first of the calendar year, following the year an employee enters service with the Employer; he/she shall be entitled to annual vacations in accordance with the following schedule:

- (a) Accumulated service from date of entering service to December 31<sup>st</sup> of 10 complete months or more - 15 working days.
- (b) Accumulated service at December 31<sup>st</sup> of less than 10 complete months - 1½ days for each complete month of service.

### **20.03 Anniversary Date**

On December 31<sup>st</sup> of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

### **20.04 Employees With 1 Year Service**

An employee who has completed one (1) but less than seven (7) years service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks (15 working days). Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

### **20.05 Employees With 7 Years Service**

An employee who has completed seven (7) but less than fifteen (15) years service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks (20 working days). Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

### **20.06 Employees With 15 Years Service**

An employee who has completed fifteen (15) years service or more at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks (25 working days). Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

### **20.07 Employees on Leave/ W.C.B.**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty six (26) weeks.

Employees on an unpaid leave of absence in excess of fifteen (15) working days in a given month shall not accrue vacation for that month.

### **20.08 Part Time Employees**

Part time employees shall receive 16% in lieu of health and welfare benefits and annual vacation paid annually.

A part time employee, who becomes a regular full time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of this Article.

## **20.09 Scheduling of Vacations**

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

**20.10** Vacations earned during the vacation year shall be taken in the calendar year immediately following. Requests for carry over of vacation time will be considered by the Chief Librarian subject to operational requirements of the Library.

## **20.11 Termination of Employment**

Any outstanding vacation accrual shall be paid to the employee within two (2) weeks of their termination of employment. Such payment will be adjusted by the amount (if any) owed by the employee to the employer.

# **ARTICLE 21: HEALTH LEAVE**

## **21.01 Health Leave**

Health Leave is a period of time that a full-time employee is permitted to be absent from work due to illness and various health related absences including medical and dental appointments. (Article 22.11)

- a. Employees, upon completion of their probation period, shall accrue health leave credits at a rate of one half (1/2) day per month in which the employee has received at least ten (10) days pay at straight-time rates to a maximum of ten (10) days.
  - i. New employees shall be credited with one and one half (1.5) days sick bank upon completion of their probation.
- b. Commencing on the 6<sup>th</sup> day of a continuous absence, to a maximum of 26 weeks from the 1<sup>st</sup> day of health leave; an employee who continues to qualify for health leave shall receive 70% of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of wage indemnity.

## **21.02 Workers' Compensation**

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay, upon request of the employee, full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other

banked credits. Where the WCB subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

An employee who has received Workers' Compensation and who participates in a Gradual Return to Work Program may earn vacation credits on a pro-rata basis.

## **ARTICLE 22: LEAVE OF ABSENCE**

### **22.01 Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave, provided the employee's request is in writing, and that the granting of such leave will be subject to the Employer's approval.

### **22.02 Leave for Union and Other Purposes**

An employee who is elected to a position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he/she so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding 1 year. Such leave may be renewed by mutual agreement between the Employer and the Union.

**22.03** In addition to the leaves allowed under Article 22.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will not be unreasonably withheld.

### **22.04 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Chief Librarian. "Immediate family" shall mean: spouse, child, step-child, parents, brother, sister, grandparents, grandchild, step parent, step children, foster child, foster parent, aunt, uncle, niece, nephew, fiancée; and the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, child or step-child.

One half day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the Chief Librarian.

## **22.05 Pregnancy Leave**

- (a) A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date and no later than the actual birth date.
- (b) Pregnancy leave shall end no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period and no later than 17 weeks after the actual birth date.
- (c) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (d) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under (a), (b) or (c) above.
- (e) A request for leave must:
  - (i) be given in writing to the employer,
  - (ii) if the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (d) above.
- (b) A request for a shorter period under (b) above must be given in writing to the Employer at least 1 week before the date the employee proposes to return to work and, if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **22.06 Parental Leave**

- (a) An employee who requests parental leave is entitled to:
  - (i) for a birth mother who takes leave under Article 22.05, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave, beginning immediately after the end of the leave unless the Employer and employee agree otherwise.

- (ii) for a birth mother who does not take leave under Article 22.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - (iii) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - (iv) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.
- (c) A request for leave must:
- (i) be given in writing to the employer,
  - (ii) if the request is for leave under (a) above be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (iii) if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave is limited to 52 weeks plus any additional leave the employee is entitled to under Article 22.05 (c) and Article 22.06 (b).

## **22.07 Duties of the Employer**

- (a) The Employer must not, because of an employee's pregnancy or parental leave, terminate employment or change a condition of employment without the employee's written consent.
- (b) As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking pregnancy or parental leave.

## **22.08 Employment Deemed Continuous**

- (a) The service of an employee who is on pregnancy or parental leave is deemed continuous for the purpose of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee
- (b) The Employer must continue to make payments to these plans if the Employer pays the total cost of the plan or if the employee chooses to

continue to pay his/her share of a jointly paid plan (continuation of pensionable service is subject to the MPP Act).

- (c) The employee is entitled to all increases in wages and benefits he/she would have been entitled to had pregnancy or parental leave not been taken.
- (d) Article 22.07 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 22.05 or 22.06.

#### **22.09 Jury Duty or Court Witness**

The Employer shall provide leave and shall pay to an employee who is required to serve as a juror or court witness the difference between his/her normal earnings and the payment he/she received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him/her.

#### **22.10 Family Leave**

An employee is entitled to up to five (5) days leave of absence during each employment year to meet responsibilities related to:

- (i) The care or health of a child in the employee's care,

Or

- (ii) The care or health of any other member of the employee's immediate family.

The first day of leave will be with pay with the other four days without pay.

#### **22.11 Medical and Dental Appointments**

Where it is not possible to schedule medical or dental appointments outside regular scheduled working hours, reasonable time off without loss of pay shall be permitted. Such time shall not exceed two (2) hours per month without accessing their Health Bank.

### **ARTICLE 23: WAGES, SALARIES & APPLICABLE PROVISIONS**

#### **23.01 Wage and Salary Rates**

Wage and salary rates shall be as set out in the Wage Schedule of this Agreement.

## **23.02 Promotions, Demotions and Temporary Assignments**

- a. In the event an employee is promoted or temporarily assigned to a higher rated classification, for longer than one consecutive shift, he/she shall receive the higher rate of pay for all hours worked.
- b. In the event an employee is temporarily assigned to a lower rated classification, he/she shall continue to receive his/her regular rate of pay.
- c. In the event an employee is demoted to a lower rated classification, he/she shall receive the lower rate of pay.

## **23.03 No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium apply to the same hours of work only the higher rate shall be paid.

**23.04** A shift differential of \$1.25 per hour shall be paid for all hours worked (except by student pages) between the hours of 5:30 p.m. in one day and 5:00 a.m. the following day, and for all hours worked on a weekend. (Saturday and Sunday)

## **23.05 First Aid Attendant Premiums**

When an employee is requested to take a first aid course, upon successful completion the Employer will fully reimburse the employee the costs of the course. The designated first aid attendant shall receive twenty five (25) cents per hour worked in addition to their regular pay.

## **23.06 Mileage**

Mileage allowance for employees using their vehicles for library business shall be paid at the current City of Penticton rate.

## **ARTICLE 24: NEW OR CHANGED CLASSIFICATIONS**

### **24.01 Job Descriptions**

All bargaining unit positions listed in Schedule "A" shall have a corresponding job description.

**24.02** The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the



Union in writing. Should the position be posted prior to agreement, the posting shall indicate that the rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may request to meet with the Employer to review the rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

#### **24.03 Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the rate, the Union may request to meet with the Employer to review the rate. If within 30 working days of the submission of such request, which shall be in writing, and shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

#### **24.04 Extension of Time Limits**

The time limits referred to in this Article may be extended by mutual agreement of the Parties.

### **ARTICLE 25: Pension Plan**

**25.01 (a)** The Public Sector Pension Plans Act applies to the Employer and its employees in accordance with the Pension Plan rules.

(b) Subject to 25.01(a) the Employer, in addition to its own contributions on the employees' behalf, shall deduct from the wages or salary of each employee, as a condition of his/her continued employment, the contribution required of him/her under the provisions of the Public Sector Pension Plans Act.

#### **25.02 Retirement Planning**

All eligible employees, as per Article 25.01(a) shall receive time off without loss of pay to attend the Municipal Pension Plan seminar.

### **ARTICLE 26: HEALTH & WELFARE COVERAGE**

The following benefits will be provided to fulltime employees:

**26.01 Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice-annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be paid by the Employer.

**26.02 Medical Services Plan**

Each eligible employee shall be enrolled in the Medical Services Plan at no cost to the employee.

**26.03 Extended Health Benefit**

Each eligible employee shall be enrolled in the Extended Health Plan at no cost to the employee.

**26.04 Dental Plan**

A Dental Plan will be provided based on the following general principles:

- (a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 60% of approved schedule of fees.
- (c) Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$1,500.
- (d) Premium costs for the Dental Plan shall be paid by the Employer.

**26.05 General Principles**

- (a) Participation in the aforementioned Plans shall be mandatory.
- (b) Life, Accidental Death and Dismemberment, Extended Health, Dental and B.C. Medical Plan coverage commences on the date of completion of three (3) months continuous service.
- (c) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage will be continued for a period of 2 months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and B.C. Medical Plan coverage for an additional 4 months by paying the full cost of these specific benefits.

- (d) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue coverage for up to 1 year provided the full cost of premiums are paid to the Employer.

**26.06 Long Term Disability**

The current LTD plan for Library employees is the City of Penticton (excluded) LTD plan. The Parties will develop language to reflect this current practice.

**26.07 Present Conditions**

All health and welfare benefits which employees now enjoy, receive or possess, as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement.

**ARTICLE 27: TECHNOLOGICAL CHANGE**

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

**27.02** Where the Employer 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 Collective Agreement applies; or
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter of an appropriate adjustment plan directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

**27.03** The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- (a) may make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- (ii) that the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- (b) The Arbitration Board may also assist the Parties in arriving at an acceptable adjustment plan as part of the arbitration process.

**27.04** In order to ensure cooperative discussions as to any required adjustments plans arising from a technological change, the Employer will give to the Union in writing at least 90 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 Collective Agreement applies; or
- (b) Alters significantly the basis upon which the Collective Agreement was negotiated.

## **ARTICLE 28: GENERAL**

### **28.01 Job Related Liability Protection**

Any employee, coming within the scope of the Canadian Union of Public Employees, Local No. 608, will be granted the services of a City solicitor without charge for the purpose of representing him/her, who as a result of any matter arising out of or in the course of his/her normal work duties and/or assignments, is personally involved in a legal or court action.

### **28.02 Third Party Liability**

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives wage loss compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, the Employee shall repay the employer the corresponding wage loss compensation they received from the Employer for the period(s) of disability resulting from the above-noted accident or illness.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the employer for any compensation he/she receives from his/her private insurance carrier.

28.03 Union notices may be posted on designated bulletin boards.

**ARTICLE 29: TERM OF AGREEMENT**

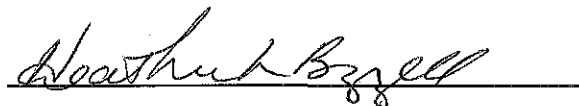
29.01 This Agreement shall take effect from January 1, 2011 and shall remain in effect until December 31, 2013, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within 10 days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

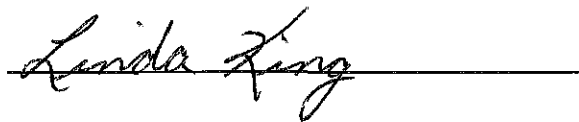
The parties to this Agreement hereby exclude the operation of Subsection 2 of Section 50 of the Labour Relations Code.

Signed at Penticton this 1 day of May, 2013.

ON BEHALF OF:

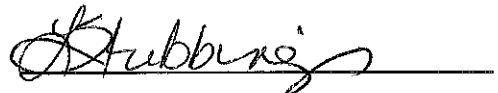
**PENTICTON PUBLIC LIBRARY**

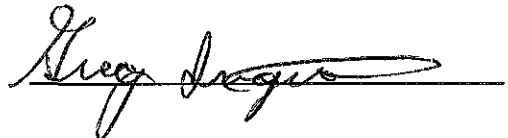
  
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ON BEHALF OF:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 608**

  
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## WAGE SCHEDULE

	<u>Jan. 1/11</u>	<u>Apr. 1/11</u> 1%	<u>Apr. 1/12</u> 1%	<u>Apr. 1/13</u> 1%
Junior Page	\$9.59	\$9.69	\$9.78	\$9.88
Senior Page	\$10.27	\$10.37	\$10.48	\$10.58
Adult Page	\$16.00	\$16.16	\$16.32	\$16.48
Library Asst. I:				
Start	\$18.67	\$18.86	\$19.05	\$19.24
One Year	\$19.14	\$19.33	\$19.52	\$19.72
Library Asst. II:				
Start	\$19.57	\$19.77	\$19.96	\$20.16
One Year	\$19.92	\$20.12	\$20.32	\$20.52
Library Tech I:				
Start	\$20.96	\$21.17	\$21.38	\$21.60
One Year	\$21.37	\$21.58	\$21.80	\$22.02
Library Tech II:				
Start	\$22.19	\$22.41	\$22.64	\$22.86
One Year	\$22.65	\$22.88	\$23.11	\$23.34
Computer Tech:				
Start	\$22.97	\$23.20	\$23.43	\$23.67
One Year	\$23.43	\$23.66	\$23.90	\$24.14

- All employees hired prior to February 27, 2007 shall be paid at the one-year increment for their respective position effective January 1, 2007, and shall remain at that rate. New employees shall receive the start rate for a one-year period.
- The adult page shall be paid the above rate for all hours worked.