

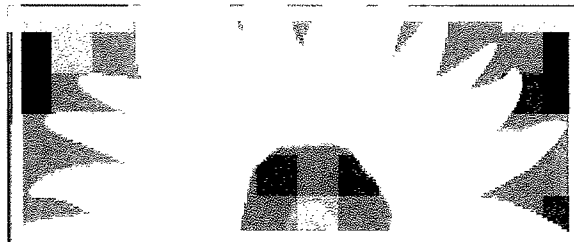
**COLLECTIVE AGREEMENT**

**between**

**CASTLEGAR & DISTRICT PUBLIC LIBRARY**

**and**

**Castlegar & District**



**Public Library**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2262**



**January 1, 2022 to December 31, 2024**

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## **DEFINITIONS**

### Anniversary Date

The Anniversary date will be the annual (yearly) recurrence of the date on which an employee's service (employment) with the Employer commenced and seniority and service credits started to accumulate. Employees who have been laid off for a period of twelve (12) months or who resign will lose their Anniversary date.

### Regular Employees

A regular employee is one who has successfully completed a probation period and works regularly scheduled shifts. A regular employee accumulates seniority and is entitled to all benefits of this Agreement.

i. Full-Time Employee

A full-time employee is one who regularly works thirty-five (35) hours per week.

ii. Part-Time Employee

A part-time employee is one who regularly works less than thirty-five (35) hours per week.

### Temporary Employees

A temporary employee is one who is employed for a definite length of time, or those hired for specific projects and who were so advised at the time. Should a temporary posting be filled by an internal applicant, such employee shall maintain seniority and benefit entitlements as per the posting they are temporarily vacating.

### Casual Employees

A casual employee is one who works as or when required on an intermittent basis. These employees accumulate seniority and shall be paid a benefit allowance as per Schedule "A" in lieu of vacation with pay, benefits and Statutory Holidays.

### Days

Whenever the word "days" is used in Article 5, Grievance Procedure, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays, and Statutory Holidays.

### Month

Month shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) each leap year.

### Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, and/or alleged violation of the collective agreement or in a case where the Employer has acted unjustly, improperly, or unreasonably.

### Family Member

Family member shall mean the employee's spouse, common-law-spouse, child, stepfamily, parent, brother, sister, mother-in-law, father-in-law, grandparent or person for whom the member has legal guardianship.

### Vacation Year

The term "vacation term" shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### Section 1 - Sole Bargaining Agency

- 1.01 The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter referred to as the "employee(s)") with respect to wages, hours of work, and terms and conditions of employment.

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which conflicts with the terms of this Agreement.

### Section 2- Union Shop

- 1.02 All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment.

### Section 3 - No Discrimination

#### 1.03 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

#### 1.04 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

## 1.05 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
  - i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
  - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
  - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- f) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

## Section 4 - No Strikes or Lockouts

- 1.06 There shall be no strikes or lockouts during the length of this Agreement in accordance with the Labour Code of British Columbia.

## Section 5 - Managerial Exclusions

- 1.07 Without restricting the generality of the foregoing sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:
- Library Director; Bookkeeper

## Section 6 - Union Check-Off

- 1.08 The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.09 The Employer shall during the life of this Agreement deduct, as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Treasurer of the Union in the month following in which such deductions are made.
- 1.10 The Employer will, at the time of making such remittances, enclose a list of such employees' names, addresses, full or part-time. At the same time that the income tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each employee in the previous year, from whose pay cheque deductions are made.

## Section 7 - Shop Steward

- 1.11 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward(s) as required by the Union, and the Union agrees to advise the Employer in writing of these appointments.
- 1.12 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.
- 1.13 Right to Have Steward Present

An employee shall have the right to have their Union Steward and/or Union Officer(s) present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact their Union Steward and/or Union Officer(s) to be present at the interview.



## **ARTICLE 2 - MANAGEMENT RIGHTS AND RULES**

### **2.01 Management Rights**

The Union recognizes the right of the Employer to operate and manage the business of the Employer, and to hire, to discipline and to discharge employees for just cause. The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Collective Agreement.

### **2.02 Rules and Regulations**

The Employer shall have the right to make rules and regulations that are reasonable and are not inconsistent with the terms of the Collective Agreement. Such rules and regulations shall be communicated to the Union in writing and posted on the bulletin board.

## **ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES**

3.01 The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

### 3.02 Notification of Changes

Three (3) months before the proposed introduction of any Technological Change affecting one (1) or more employees, the Employer shall notify the Union in writing of the proposed technological change.

### 3.03 Training Programs

The Employer after consultation with the Union may, instead of releasing an employee due to Technological Change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall have four (4) months to adapt fully to the new position. Should the employee not adapt to the new position, they may then be released by the Employer. No additional employees under this Article shall be hired by the Employer until the provisions of this Article have been met.

3.04 If an employee is displaced by Technological Change, and is retrained for, or takes a position that is at a lower rate of pay, they shall continue to receive the rate of pay for their former position, but shall receive only one-half (1/2) of any pay increases applicable to the new position until the actual rate of pay is the same as that provided for the new position.

### 3.05 Severance Pay

No regular employee shall be released because of Technological Change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with Article 7.

3.06 If the employee elects to receive severance pay, they shall lose seniority in accordance with Article 7 of this Agreement and in the event they are rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

3.07 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

3.08 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a Technological Change, shall be deemed not to be affected by the Technological Change and therefore will not be eligible to any entitlements as described in this Article.

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### **Section 1 - Labour Relations Committee**

- 4.01 The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations", comprised of members of the Library Board or its representatives. The Employer shall inform the Union of the individual membership of the Committee.

### **Section 2 - Union General Grievance Committee**

- 4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee", comprised of Union Steward (s), Union Officer (s), and/or Representative of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

### **Section 3 - Grievance Investigations and Meetings**

- 4.03 The Employer agrees that time spent in investigating and settling disputes during working hours by the Union Steward (s) and/or Union Officer (s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward (s) and Union Officer (s) and of replacements thereto.
- 4.04 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Library. At least four (4) hours notice of such meeting shall be given by the party calling such meeting, stating the nature of the meeting. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.
- 4.05 Both parties agree that all meetings and investigations will be conducted as expeditiously as possible.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### Section 1 - Steps

#### 5.01 Step 1

Within forty (40) working days of learning of the occurrence, act or event giving rise to the grievance, the employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall submit the grievance, in writing, to the Library Director and shall endeavour to settle the dispute. Failing to reach a satisfactory settlement of the dispute within two (2) working days after its submission to the Library Director, the dispute may be submitted to Step 2.

#### 5.02 Step 2

The employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall meet with the Employer Committee on Labour Relations and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within three (3) working days after submission to the Employer Committee on Labour Relations, the dispute may be submitted to Step 3.

#### 5.03 Step 3

The Union General Grievance Committee shall meet with the Library Board of Trustees within five (5) working days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) working days after such meeting, the dispute may be submitted to Step 4.

#### 5.04 Step 4

The dispute may be submitted to Arbitration.

5.05 All replies to grievances shall be in writing.

5.06 The time limits in the above may be varied and/or extended only by mutual agreement in writing between the parties.

5.07 Where a dispute involves a question of general application, Step 1 of this Article may be by-passed.

- 5.08 Grievances on lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- 5.09 At any stage of the grievance or arbitration process, the parties shall have the assistance of any employee (s) concerned as witnesses, and any other witnesses.
- 5.10 All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 6 - ARBITRATION**

- 6.01 Arbitration may consist of a three (3) member board of arbitration, or a single registered arbitrator with the Collective Agreement Arbitration Bureau as established under the Labour Relations Code, or by other generally accepted and mutual agreeable method. However, whichever method is chosen, it shall only be by mutual agreement between the Union and the Employer. Should the parties be unable to agree on which method to use, the three (3) member board shall be used.
- 6.02 The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the board of arbitration have the power to alter, modify, or amend the Agreement in any respect.
- 6.03 Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of the three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.

## **ARTICLE 7 - SENIORITY**

### Section 1 - Calculation of Seniority

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

### 7.02 Probationary Period

- a) A newly hired employee shall be on probation for four hundred and twenty (420) hours worked or six (6) months, whichever comes first, from the date of hiring. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. Upon completion of the probationary period, the initial date of employment shall be the anniversary date for the purpose of determining seniority and service credits.

#### Termination during Probation

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

### 7.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. This list shall be posted on all bulletin boards of January 1<sup>st</sup> each year and updating and/or any changes to the list shall be put in writing and forwarded to the Union. Seniority lists with anniversary dates will be kept in the library's personnel files.



## Section 2 - Promotions, Transfers, Demotions

- 7.04 a) In the promotion, transfer or demotion of an employee, the Employer agrees that seniority shall be the determining factor. The senior qualified employee shall be given preference.
- b) A transfer from one job classification to another which involves no change in the rate of pay shall not be considered a promotion or demotion for the purpose of this Article.

## Section 3 - Transfer Outside of Bargaining Unit

- 7.05 If an employee is transferred to a temporary position outside of the bargaining unit, they shall be notified in writing, copied to the Union, of the duration of the temporary period. The employee, while in the temporary position outside the bargaining unit, shall continue to accumulate seniority and shall be entitled to all benefits of this Agreement, and shall continue their membership in the Union. Upon completion of the temporary transfer, the employee shall be returned to their former position and wage rate without loss of Seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position and wage rate without loss of seniority. However, an employee who transfers or is transferred or promoted to a permanent position outside of the bargaining unit shall lose all seniority in the bargaining unit.
- 7.06 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the Parties to this Agreement mutually agree to extend the time limit.
- 7.07 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside the bargaining unit without their consent.

## Section 4 - Reduction of Work Force

Both Parties recognize that job security shall increase in proportion to the employee's length of service.

- 7.08 In the event of a reduction in the work force, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform work of classification.

#### 7.09 Advance Notice of Lay-Off

Unless legislation is more favourable to the employee(s), the Employer shall notify and give to the employee(s) about to be laid off, ten (10) working days notice prior to the effective date of lay-off. If the employee(s) has not had the opportunity to work any day(s) throughout the notice period of the advance lay-off, they shall be paid for the day(s) for which work was unavailable.

#### 7.10 Recall Procedure

Subject to their ability to perform the work of the/ a classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and wherever and whenever possible shall give ten (10) days notice of the recall. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose recall rights as per Article 7 for their refusal to return to work.

#### 7.11 No New Employees

No new employee(s) shall be hired, until those laid-off employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

#### 7.12 Loss of and/or Continuing Seniority

An employee shall not lose accrued seniority rights because of their absence from work due to:

Sickness, Accident, Lay-off, Approved Leave of Absence.

However, employees shall lose seniority in the event that:

- a) they are dismissed for just cause and is not reinstated.
- b) they resign in writing and does not withdraw the resignation within two (2) days.
- c) they are absent from work for a period of five (5) working days without sufficient cause and/or without notifying the Employer, unless such notice was not reasonably possible.
- d) they fail to return to work within ten (10) calendar days following a recall notice after a lay-off, unless the employee(s) is/are indisposed due to sickness or other justifiable causes.

- e) they are laid off for a period longer than two (2) years.
- f) they transfer or is transferred or promoted to a permanent position outside the bargaining unit.
- g) In the case of casual employees, if the employee does not perform any work for the employer for a period of ninety (90) consecutive days, they may, at the employer's discretion, be removed from the casual list provided however, that the given employee has been offered a minimum of nine (9) shifts in that ninety (90) day period.

### 7.13 Retention of Seniority During Leave of Absence

It is understood that where the Employer grants time off to an employee, or a leave of absence pursuant to Article 9, they shall not lose seniority rights and shall be entitled to return to their job they would have held, had not the time off/leave of absence been taken.

## **ARTICLE 8 - JOB DESCRIPTIONS, POSTINGS, VACANCIES AND APPOINTMENTS**

### **Section 1 - Job Descriptions**

#### **8.01 Establishment of Joint Classification Committee**

A joint Classification Committee will be established consisting of a minimum of two (2) representatives of the Employer and two (2) representatives of the Union.

#### **8.02 New Job Descriptions**

In the event the Employer establishes any new position for which the Union is bargaining agent, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of fourteen (14) calendar days, so that all members will be aware of the new position. Unless written notice to negotiate and resolve the classification and wage rate is given to the Employer by the Union within thirty (30) calendar days after the original notice by the Employer, such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be referred to the grievance procedure pursuant to Article 5 beginning at Step 2.

#### **8.03 Changes in Classification**

- a) When the duties are changed or increased, or where the Union or an employee feels they are unfairly or incorrectly classified, or the Employer desires to make a change in an existing classification, the classification and/or pay rate shall be subject to negotiation between the parties. If the Parties are unable to agree on the reclassification and/or rate of pay of the position in question, the matter shall be submitted to the grievance procedure beginning at step 2. The reclassification and/or rate of pay shall then be considered retroactive to the date the complaint was submitted in writing, concerning the change in the duties of the position.
- b) The Employer will make a reasonable effort to assign employees to work within their job descriptions.

#### **8.04 Existing Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination or change of the classification, the matter shall be referred to the Joint Classification Committee. If the Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure beginning at Step 2.

## Section 2 - Job Postings

8.05 When a new position is created, or when a vacancy of a temporary (of longer than 30 days), or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall, within one (1) week, notify the Union in writing and post notice of the position or vacancy on the bulletin board (s) for a minimum of fourteen (14) days, so that all members will know of the vacancy or new position.

### 8.06 Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

### 8.07 No Outside Advertising

No outside advertisement for any vacancy within the Bargaining Unit shall be placed until the applications of present union members have been fully processed.

### 8.08 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period and shall assume the posted job or position within two (2) weeks of such notice. They shall be given a trial period of two (2) months, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

### 8.09 Notification to Employee and Union

Within one (1) week of the date of appointment to a new or vacant position, the name of the successful internal applicant shall be sent to each internal applicant and a copy shall be posted on the bulletin board(s). The Union shall be promptly notified in writing of all promotions, appointments, hiring, transfers, lay-offs, recalls, resignations, retirements, deaths and terminations of employees. The

Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied a promotion or transfer.

#### 8.10 Promotions Requiring Higher Qualifications

If no employee is appointed to a new position or a vacancy in accordance with Article 7.04, then promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications but is preparing for qualification prior to filling the position or the vacancy. The employee will be given an opportunity to qualify within a two (2) month trial period. If the qualifications are not met within this trial period, the employee shall revert to their former position in accordance with Article 8.09.

#### 8.11 On the Job Training

The Employer shall maintain a system of "on the job" training to support employees who are currently enrolled or have recently completed course work. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting pay of the employees concerned, when the time is available and a qualified employee is available to instruct the trainee.

### Section 3 – Vacancies

8.12 The Library Board supports the principal that maintaining a well-trained and highly qualified work force will ensure a high standard of service to the community. The board is committed to select the best possible staff and provide them with a working environment that supports and encourages individual commitment to continuous learning and professional development. (Excerpted from the Library Operations Manual 5.1)

1. Employee continuing education programs will be established as per Operations Manual Policy 5.4 Employee Development. The Library Board will reimburse current employees for successful completion of courses outlined as minimum requirements in the job descriptions. Should the courses in the job descriptions become unavailable, the Library Director has discretion in determining an equivalent course or set of courses.
2. Current employees who wish to compete for a vacant and available position must meet the education requirements of that position.
3. In the event that a vacancy occurs prior to the most senior employee having achieved the required qualifications, the two-month training period stated in

Article 8.11 will be extended if that employee has consistently been working successfully towards the required qualifications since the signing of this contract.

4. Exceptions to time periods can be made based on course availability.
5. Should there be a external posting for which there are no applicants with the required educational qualifications, but an applicant is otherwise qualified, the Library Director may use their discretion in hiring. However, a training plan must be developed and signed by the employee and the Library director upon hiring. Reimbursement percentage for successfully completed courses will be based on length of employment.

### 8.13 Job Sharing

The intention of the parties is to maintain smooth operation of the library, without any additional costs, while endeavoring to make job sharing opportunities available to interested employees.

The parties agree that where the Employer, the Union and individuals involved, find it acceptable, a position may be shared by two employees in the following manner:

No position will be eligible for job sharing until the incumbent has successfully completed the probationary period (7.02) or trial period (8.08) in the case of an internal hire.

- a) Position Currently Held by an Employee  
In the event of a position currently held by an employee, where that employee wishes to job share:
  - (i) The employee shall make a written request to the Employer describing the shared arrangement the employee would like to arrange. The details of the arrangement will be drawn up by the employee and the Library Director.
  - (ii) The employer shall post the "shared" portion of the job. The total hours for the shared job shall not exceed the hours of the original job. If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;
  - (iii) If the employee who posted into the shared position leaves, the original employee shall immediately assume the full hours.

b) Shared positions

All shared positions:

- (i) Employees shall earn full seniority, have full rights under the collective agreement and shall be entitled to benefits as set out in the agreement to a combined maximum cost to the Employer which is not more than if one employee occupied that position. Where it is not possible to split a benefit or condition between the two employees, one or both shall be required to pay the additional costs incurred by the employer in making that benefit or condition available to both.
- (ii) Any training made available for the job-share position shall be made available equally to both incumbents, unless there are budgetary restrictions. In that case, the training shall be made available to the original employee who will be expected to share the information learned with the job share partner.
- (iii) Each employee shall be entitled to Stat Holiday pay at the same time percentage of full time that they work.
- (iv) When one of the job share partners is absent, (such as sick leave, vacation, approved leave of absence, etc) the other job share partner shall make every reasonable effort to cover for such an absence.
- (v) A job-sharing arrangement may be ended by the Employer, the Union, or an employee involved in the job-sharing arrangement by giving one month's written notice.

8.14 Filling Vacancies

When a Librarian is away a Librarian will fill the Librarian position. When an Office Manager is away, an Office Manager or Librarian will fill the Office 8.13. The intention of the parties is to maintain smooth operation of the Library, without any additional costs, while endeavoring to make job sharing opportunities available to interested employees.

The parties agree that where the Employer, the Union and individuals involved, find it acceptable, a position may be shared by two employees in the following manner:

No position will be eligible for job sharing until the incumbent has successfully completed the probationary period (7.02) or trial period (8.08) in the case of an internal hire.

a) Position Currently Held by an Employee



In the event of a position currently held by an employee, where that employee wishes to job share:

- (i) The employee shall make a written request to the Employer describing the shared arrangement the employee would like to arrange. The details of the arrangement will be drawn up by the employee and the Library Director.
- (ii) The employer shall post the "shared" portion of the job. The total hours for the shared job shall not exceed the hours of the original job. If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;
- (iii) If the employee who posted into the shared position leaves, the original employee shall immediately assume the full hours.

#### 8.15 Job Related Professional Development

When approved in writing in advance by the employer, an employee enrolled in a professional development program or academic course which is directly related to their employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **Section 1 - Unpaid Leave - General**

9.01 An employee shall be entitled to leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient cause. Such request shall be granted at the discretion of the Employer, and shall not be unreasonably withheld. An employee on leave without pay shall reimburse the Employer the full benefit premium costs for the period of absence on such leave.

### **Section 2 - Union Business Leave**

9.02 The Employer agrees to grant leave without pay to Union Officers or members, for the purpose of Union Business, to a maximum of forty-five (45) days per year, provided that a reasonable notice in writing is given to the Employer. The Employer shall continue to pay the employee their regular rate while on such leave and shall invoice the Union for that amount.

### **Section 3 - Paid Leave**

#### **9.03 Medical Care Leave**

Employees may be allowed to use accumulated sick leave credits in order to engage in any medical, dental or extended health appointments arising out of the collective agreement. Permission will not be unreasonably withheld provided adequate notice is given in advance.

#### **9.04 Compassionate Leave**

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant, the additional leave will not exceed one (1) month. During an extended leave, the Employee will continue to accrue all benefits and seniority.

9.05 Bereavement Leave

An employee shall be entitled to bereavement leave with pay in the event of death of a member of the employee's immediate family including parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law and step-family. Where the bereavement occurs within the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary, three (3) days bereavement leave with pay shall be granted. Where the bereavement occurs outside the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary and the employee travels to and from the funeral, five (5) days bereavement leave with pay shall be granted. Additional bereavement leave without pay shall be granted upon request, for travelling time or other good and sufficient cause related to the bereavement.

9.06 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.07 Special Leave

Employees shall be allowed leave of absence with pay for the following reasons:

<u>Reason</u>	<u>Period</u>
Personal Domestic	up to three (3) days
Marriage of employee	one (1) working day if the marriage falls on a working day.

9.08 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations and/or to upgrade their employment qualifications for the Employer, when authorized to do so, by the Employer. An employee may be granted up to 2 years leave of absence without pay at the discretion of the Library Board.

9.09 Collective Bargaining Leave

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

9.10 Jury and/or Court Leave

Any employee required to serve in a court of law as a juror or a witness shall be granted leave of absence with pay. The pay shall be the difference between their

normal earnings and the payment they receive for court service, excluding payment for travel, meals or other expenses.

The employee must furnish the Employer proof of Court service and payment received for expenses. Should the employee be required at a court of law in any matter arising from their employment, then they shall be paid as if they worked.

#### 9.11 Pregnancy/Parental/Adoption Leave

- a) On completion of the probationary period, an employee shall qualify for Maternity Leave and the employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

Adoption, pregnancy and parental leave will granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy and parental leave request will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an Employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

- b) Employees shall retain full employment status and accumulate all benefits of this Agreement while on Adoption, Pregnancy and Parental Leave.
- c) After the period of absence covered by Employment Insurance provisions, an employee may choose to receive payment of normal weekly salary from their accumulated sick leave benefits if applicable.
- d) An employee shall give the employer at least two (2) weeks written notice of the effective date of the leave, of an extension of the leave, and of their return to work after Maternity Leave of absence and they shall be returned to their former position.

## 9.12 Domestic Violence

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access their sick leave, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may access their vacation or time off without pay.
- c) The employee and Employer will only disclose relevant information to protect confidentiality and privacy of an individual(s), while ensuring workplace safety.

## 9.13 Communicable Disease Isolation Leave

An Employee may utilize up to five (5) days of their sick leave credits, and further unpaid leave as necessary, if they are unable to work due to a communicable disease, where one of the following conditions are met:

- a) The employee is required to self-isolate in order to comply with an order of the Provincial Health Officer, an order under the *Quarantine Act*, the guidelines of the BC Centre for Disease control, or the guidelines of the Public Health Agency of Canada;
- b) The employee is required to self-isolate due to an order of a medical practitioner;
- c) The employer has directed the Employee not to work to prevent the spread of a communicable disease; or
- d) The employee is unable to work in order to provide care to a child, parent, or close family member who is ill, or unable to attend school, daycare, or related facility due to closure.

## 9.14 Election Leave

An Employee who runs for public office in a election under the *Canada Elections Act*, or the *BC Election Act* is entitled to unpaid leave for the duration of the campaign period as set out in legislation.

## 9.15 Voting Leave

All employees are entitled to four consecutive hours free of employment on the day of a federal, provincial, or municipal election or by-election, during the hours in which the polls are open. No employee shall suffer a loss of pay in order to comply with this provision. Where an employee's normal schedule would not leave four consecutive hours free of employment on an election day, the Employee is entitled to paid leave as necessary to allow four consecutive hours free of employment. The employer will schedule voting leave as operationally required.

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

### **Section 1 - Hours of Work**

- 10.01 Hours of work shall be as per schedule to be drawn up by the Library Director and staff. The schedule may be varied by mutual agreement between the Employer and the Union.
- 10.02 The Employer agrees that employees can exchange shifts, within their categories, on reasonable notice.
- 10.03 In all scheduling of working hours, employees shall not be scheduled to work more than six (6) consecutive days and shall have at least twelve (12) hours free of duty between the termination of one shift and the commencement of the next, unless variations have been mutually agreed upon between the Employer and the Union.

### **Section 2 - Wages**

- 10.04 The Employer shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The employees shall be paid every other Thursday and, if a holiday falls on the Thursday, then they shall be paid on the Wednesday immediately preceding. The pay period will terminate on the Saturday previous to the pay day.
- 10.05 When a regular employee temporarily relieves in or performs the duties of a higher paying position, the employee shall receive the higher rate of pay for all hours worked while in the higher position.
- 10.06 When an employee appointed, at the discretion of the Library Director, temporarily relieves or performs the duties of the Director, they shall be paid premium of three dollars (\$3.00) per hour.
- 10.07 When an employee is temporarily assigned to a position paying a lower rate of pay their normal rate of pay shall prevail.
- 10.08 **Shift Premium**  
  
Full-Time employees and Part-Time Librarians shall be paid a shift premium of one dollar (\$1.00) per hour for all regular hours worked between the hours of 5:00 p.m. to 8:00 p.m.

10.09 Employees within comparable classifications shall receive equal pay for equal work regardless of sex.

Section 3 - Overtime

10.10 Overtime Defined

All time worked before or after the employee's scheduled shift, or on a holiday or on an employee's scheduled day off shall be considered overtime. Overtime shall be paid only after seven (7) hours per day or thirty-five (35) hours per week.

10.11 Overtime shall be paid at the rate of time and one-half (1 1/2) for the first hour and double time (2x) thereafter.

10.12 Overtime may be paid for in wages or in compensating time off. The employee shall have the right of choice and shall indicate that choice to their supervisor at the time the overtime is performed or as soon as possible thereafter. The accumulated time shall be taken in the seniority year earned and shall be taken by mutual agreement.

10.13 Meal Allowance

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

10.14 Rest Periods and Meal Breaks

- a) Employees working a full shift of seven (7) or seven and one-half (7 1/2) hours shall have a paid fifteen (15) minute rest period in both the first and second half of a shift at a time convenient to the workload.
- b) Employees working a shift of four (4) or four and one-half (4 1/2) hours shall have a paid fifteen (15) minute rest period during their shift. Employees working a shift of five (5) hours or longer but less than a full shift shall have one (1) paid fifteen (15) minute rest period during their shift.
- c) Employees working a full shift shall have one (1) unpaid hour meal break. An employee working less than a full shift but more than five (5) hours shall have an unpaid meal break of at least thirty (30) minutes unless the Supervisor and employee agree that there will be no unpaid meal on that shift.
- d) Employees working a full afternoon shift seven (7) hours (1:00 PM – 8:00 PM) will receive one (1) fifteen (15) minute paid rest period and one (1) thirty (30) minute break.



#### Section 4 - Call-Outs

10.15 An employee called out to work at any time other than their regular shift, unless a shift exchange has been agreed upon with another employee, shall be paid a minimum of four (4) hours at straight time or actual hours worked at applicable overtime rate(s), whichever is the greater.

#### 10.16 Reporting Pay - Regular Employee

A regular employee reporting for work on their regularly scheduled shift shall be paid a minimum of four (4) hours or actual hours worked (if any) at applicable rate(s), whichever is the greater, if sent home by the Employer.

#### 10.17 Reporting Pay - Casual Employee

Casual Employee as per Employment Standards Act.

10.18 Library Pages reporting for work shall be paid their regular rate of pay for the entire period of work, with a minimum of two (2) hours pay.

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

10.19 When the Library requires an employee to attend any conference, training program, workshop or meeting, the employee shall be paid for all hours in attendance (up to seven (7) hours per day) as well as transportation allowance, child care expenses, per diem, hotel and any other reasonable related expenses. Reimbursement rates as per the Library Policy Manual.

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

### **Section 1 - Statutory Holidays**

11.01 Employees shall be entitled to all Statutory Holidays listed below and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

New Year's Day	BC Day
BC Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Remembrance Day
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	

### **Section 2 - Payment of Statutory Holidays**

11.02 An employee shall receive pay for all Statutory Holidays listed in Article 11.01, provided they work either their scheduled day prior to such Statutory Holiday or their scheduled day following such holiday, at the rate of pay received on the scheduled work day prior to such holiday.

The absence of an employee on their scheduled work day prior to or following a Statutory Holiday:

1. due to an accident for which compensation is payable by the Workers' Compensation Board;
2. on sick leave, vacation leave, or other paid leave of absence approved by the Employer;
3. due to a shutdown of operations by the Employer or
4. due to the death of a fellow employee of the Employer; shall not disqualify the employee from receiving pay for the Statutory Holiday.

11.03 In addition to the payment for the Statutory Holiday, all work performed on any such Statutory Holiday shall be compensated for at double time (2x) of the base rate of the employee.

11.04 When any of the Statutory Holidays listed in Section 1 falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for purposes of this Agreement.

- 11.05 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1 shall receive holiday pay equal to one (1) day of pay. An employee, who is scheduled to work, shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay. The day off is to be arranged and taken by mutual agreement.
- 11.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.
- 11.07 When any such holiday falls during an employee's vacation with pay, and they would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, they shall receive an additional day of vacation with pay in lieu thereof.

Section 3 - Annual Vacation

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

On completion of:

<u>Years</u>	<u>Weeks</u>
One (1) to five (5)	Three (3)
Six (6) to ten (10)	Four (4)
Eleven (11) to fifteen (15)	Five (5)
Sixteen (16) to twenty (20)	Six (6)
After twenty-one (21)	One (1) additional day for each year of service beyond twenty-four (24) years to a maximum of five (5) additional days.

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

Vacation pay shall be prorated to hours worked.

- b) When a regular employee's hours change so that they are eligible for benefits as per 14.01(a), their vacation entitlement shall be pro-rated based on hours worked before the full-time anniversary date. Under unusual circumstances vacations of a shorter duration may be granted, and as much notice as possible must be given to the immediate management supervisor who will respond within twenty-four hours of the request.

11.09 When an employee is absent for thirty (30) consecutive days from work in the year preceding their anniversary date in any year, there will be a deduction at the rate of 1/12 of their vacation pay.

For the purposes of this Article time loss due to sickness or accident shall be considered time worked.

11.10 For the purposes of computing Vacation Pay in this Article, the word "pay" shall mean remuneration, calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an Annual Vacation.

11.11 Vacation entitlement in the first year of employment shall be pro-rated based on date of hire. Starting January 1, 2023, vacation entitlement shall be calculated January 1st based on the anniversary date of employment.

Vacation requests will be accepted at any time during the year, however, requests made prior to January 31 will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two (2) or more employees on or before the January 31st deadline, and the conflict can not otherwise be resolved, library-wide seniority shall govern.

Employees requesting (14) fourteen consecutive vacation days or more, shall notify the Employer, in writing, of their vacation preference(s) at least thirty (30) consecutive calendar days in advance of the proposed start date of their vacation.

11.12 An employee may carry over into each calendar year no more than five (5) days of vacation leave however, proposed extensions to this time limitation must be by mutual agreement between the Employer and the Union.

11.13 At the employee's discretion, the vacation periods set out in this Article may be split.

11.14 An employee leaving the service of the Employer at any time in their vacation year before they have been entitled to take their vacation will be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing them.

#### 11.15 Floating Holiday

In addition to the statutory holidays, each regular full-time employee shall be entitled to a floating holiday during each year of employment which shall be taken at a time to be selected by the employee provided operational requirements permit, and provided the employee has completed thirty (30) work days dating from hire date.

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

### **12.01 Personnel Records**

An employee shall have the right, during normal working hours, to have access to, and to review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in their personnel record.

### **12.02 Picket Lines**

No employee shall be disciplined for refusing to cross a picket line, or refusing to do the work of striking or locked out employees, or refusing to handle goods from an Employer where a strike or lock-out is in effect.

### **12.03 Employer Property**

Employees must return to the Employer all Employers' property in their possession at the time of termination of employment.

### **12.04 Badges and Insignia**

Employees shall be permitted to wear Union pins or badges.

### **12.05 Legal Costs**

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court of law, against an employee, if the employee is found not guilty of the offence they have been charged with. The costs will also be paid if the Employer is found to be negligent in such cases. It is understood that this clause applies only to a legal action commenced as a result of the employee performing their duties for the Employer.

### **12.06 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Employer and the Union.

#### 12.07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. Within thirty (30) days of the signing of this Agreement the Employer shall, at its own cost, print sufficient copies of the Agreement, and shall distribute such copies to each existing employee and to each new employee at the time of hiring, and draw their attention to the conditions of employment. The Shop Steward shall be permitted, during working hours, to familiarize each new employee with the Union and with the Collective Agreement.

#### 12.08 Employer Shall Notify Union

Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

#### 12.09 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to:

1. be forwarded to the Union, and
2. be posted on all bulletin boards.

A copy of the minutes of the Employer/Board shall be mailed to the President of the Union and to the Shop Steward within seven (7) days of each meeting.

#### 12.10 Labour Management Committee

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

## **ARTICLE 13 - SICK LEAVE**

### **13.01 Definition**

Sick leave means a period of time an employee is absent from work with or without pay due to them being unable to perform their regular duties because of sickness, disability, or other illness or accident, not payable under the Workers' Compensation Act.

### **13.02 Credits**

Sick leave credits with pay shall be granted on the basis of one and one half (1 1/2) work days per month, cumulative up to a maximum of one hundred and seventy-five (175) work days.

### **13.03 Proof of Illness**

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

### **13.04 Notification**

Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees will advise the Employer prior to their return.

### **13.05 Sick Leave Records**

Prior to January 1st of each year, the Employer shall notify and advise each employee in writing of the amount of sick leave credits accrued to their credit.

### **13.06 Extension of Sick Leave**

Employees with more than one (1) year of service who have exhausted their sick leave credits shall be allowed an extension of sick leave credits to a maximum of ten (10) work days. Upon their return to duty the employee shall repay the extended credits at the rate of their monthly accumulation. No employee shall be terminated for having exhausted all sick leave credits; however, employees who sever employment shall have any advanced/credited sick leave owed to the Employer, deducted from final earnings/wages.

### 13.07 Medical/Dental Appointment

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted and the time deducted from the employee's accrued credits as for sickness, providing proof of such medical/dental appointments can be supplied to the Employer.

### 13.08 Sick Leave During Leave of Absence/Layoff

When an employee on an approved leave of absence returns to work they shall be granted sick leave credit not to exceed one and one half (1 1/2) days, providing the leave of absence was for one (1) month or more. If the leave of absence was for less than one (1) month, then the credit will be prorated. Employees on laid-off status as per Article 7, Section 4 shall retain their cumulative credits but will not accumulate additional credits during the period of lay-off.

### 13.09 Sick Leave While on Vacation

Where an employee qualifies for sick leave, bereavement leave or other approved leave during their period of vacation, there shall be no deduction from vacation leave credits for the period covered by such leave. A doctor's certificate shall be provided by the employee in support of an application for paid sick leave during a vacation period.

### 13.10 Family Illness

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

- a) For purposes of this Article "family member" shall mean the employee's spouse, common-law-spouse, child, step family, parent, brother, sister, mother-in-law, father-in-law, grandparent or person for whom the member has legal guardianship.



### 13.11 Sick Leave Pay-Out

All employees shall upon retirement, be eligible to receive a cash gratuity payment, at the employee's current base rate of their accumulated sick leave if any, based on the following:

- a) After five (5) years of service - twenty (20%) percent of the total unused accumulated sick leave credits as at retirement date; and
- b) for each year of service after the fifth (5th) year, two percent (2%) of total unused accumulated sick leave credits as at retirement date.

13.12 Employees who do not qualify for sick leave benefits per Article 13 shall receive five (5) paid sick days, plus an additional three (3) un-paid sick days per year, in accordance with the *Employment Standards Act*.

### 13.13 Workers' Compensation

An employee prevented from performing their regular work/duties on account of an occupational accident, that is covered by the Workers' Compensation Act, shall receive from the Employer, a supplement equal to the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's income tax (T-4) form. An employee receiving such supplement shall have their accumulated sick leave debited by one quarter (1/4) day, for each day it is received, and no employee shall receive such supplement for a period longer than their accumulated sick leave.

### 13.14 Duty to Accommodate

Where an employee is unable, through injury or illness, to perform their normal duties, the Employer will attempt to provide the employee with other alternate suitable employment.

## **ARTICLE 14 - BENEFITS**

### 14.01 a) Eligibility

All regular employees working twenty (20) hours per week or more are eligible for the benefits package. All employees working less than twenty (20) hours per week shall receive a percentage as per Schedule "A" in lieu of benefits.

Temporary and casual employee's hours shall not count towards benefit eligibility for part time employees except as per Article 14.07.

- b) Employees who retire are eligible in their first year of retirement for the benefit package (pending approval from Pacific Blue Cross). The retired employee will pay the full cost of the benefit package.

### 14.02 Employment Insurance

The Employer agrees that all employees' shall remain insurable under the Employment Insurance Act.

### 14.03 Long-Term Disability Plan

Upon the signing of this agreement, the Employer shall be responsible for the administration and application of the Long Term Disability Plan already in effect. (The Employer shall administer and handle all paperwork and post same). The monthly premiums shall be borne one hundred percent (100%) by the employee, through payroll deductions.

### 14.04 Employee and Family Assistance Program

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

### 14.05 Benefits for Employees Aged 65 and Older

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

charged to the Employer by the carrier for such employees under the age sixty-five (65), the additional Employer costs will be paid by the employees who elect to maintain coverage after the age sixty-five (65).

#### 14.06 Health and Welfare Benefit Plans for Employees

The Employer shall maintain a mutually approved, Health and Welfare Benefit Plan set out herein which shall not be changed without the agreement of the Union. The Employer's and employees' contributions toward the premiums will be specified below. The employee's portion of the premium shall be paid through payroll deductions by the Employer. The Employer shall be responsible for the administration and application of such plans and any difference arising with respect hereto will be disposed of in accordance with the grievance and arbitration provisions of this agreement:

##### a) Medical Services Plan of British Columbia

BC Medical Plan

##### b) Medical and Extended Health Benefits Plan

The Employer shall pay the full registration fee and premium costs for single or family coverage with Pacific Blue Cross as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for employees who have completed three (3) months of continuous employment.

Massage Therapy \$400.00

Physio Therapy \$250.00

##### c) Vision Care

A vision plan will be provided for Employees after three (3) months of continuous employment at a level of six hundred dollars (\$600.00) every two (2) years, and the premium costs will be paid one hundred percent (100%) by the Employer.

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

##### d) Dental Plan

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

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

Plan A:	Normal teeth work	- 100% paid by Plan
Plan B:	Crowns/bridges	- 75% paid by Plan
	Dentures	- 100% paid by Plan
Plan C:	Orthodontics	- 60% paid by Plan
		- \$4,000 maximum

e) Same Sex Spousal Benefits

The Employer agrees where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided.

14.07 Municipal Pension Plan


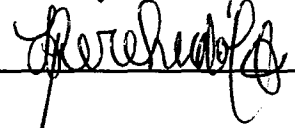
All full-time employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to MPP rules. Part-time employee shall be offered enrolment in the MPP pursuant to MPP rules. Nothing in this clause can override a MPP rule.

**ARTICLE 16 - TERM OF AGREEMENT**

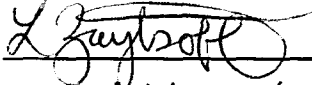
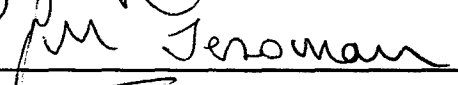
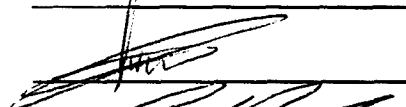

16.01 This Agreement shall remain in effect as of the first day of January 2021, and shall remain in effect until the last day of December 2024, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months' but not less than two (2) months' immediately preceding the last day of December 2024.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF:  
Castlegar and District Public Library Association

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

  
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## **ARTICLE 15 - HEALTH AND SAFETY**

- 15.01 A Joint Health and Safety Committee shall be established comprised of two (2) members selected by the Employer and two (2) members appointed or elected by the Union.
- 15.02 The Joint Health and Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.
- 15.03 Copies of all minutes of the meetings shall be forwarded to the Workers' Compensation Board and shall be retained by the Employer and the Union.
- 15.04 Time spent by Committee members in the performance of their duties during working hours shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

**SCHEDULE "A" – RATE OF PAY**

CLASSIFICATION	Previous Rate	31-Dec-22 2.00%	31-Dec-23 2.00%	31-Dec-24 2.00%
Librarian I	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Librarian II	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Casual Librarian	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Office Manager	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Part-Time Librarian	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Youth Service Librarian	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
Computer Technician	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
**Library Page	minimum wage	minimum wage	minimum wage	minimum wage

\*NOTE: Library Pages will be paid at the BC minimum wage. After one (1) year of service the Page will receive the same increases as per the wage increases of the current Collective Agreement.

**Summer Students:**

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

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

Regular employees working less than twenty (20) hours per week and casual employees shall receive a premium 13.5% premium on all wages earned, in lieu of benefits set out in Article 14, vacation pay and Statutory Holiday pay as set out in Article 11.

## **SCHEDULE "B"**

### Pages

It is the intent of both Parties to provide Page jobs to high school students. Graduated students may continue working as long as they are attending a post-secondary educational institution. The minimum age for Pages is fifteen (15) years old.

A Page seniority list will be kept, but Pages do not accumulate seniority relative to the whole bargaining unit. Shifts will be offered based on seniority, except in the case of short notice (less than one day) wherein the Pages will be phoned in seniority order and the first Page to accept the shift will work the shift. Page shifts will be a minimum of two (2) hours.

Library Pages will be paid at the current BC minimum wage. After one (1) year of service the Page will receive the same increases as per the wage increase of the current Collective Agreement.

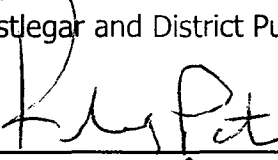
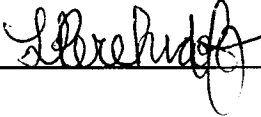


5. Volunteers brought on the with Castlegar and District Public Library shall not work at the circulation desk and will be limited to the following duties:

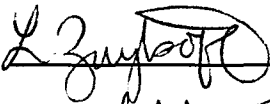


- shelving
- shelf reading
- program preparation
- other related duties as assigned by staff

Intending to be legally binding, the Letter of Understanding is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF:  
Castlegar and District Public Library Association

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

  
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## **LETTER OF UNDERSTANDING # 1**

**between**

**CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2262**

### **RE: VOLUNTEERS**

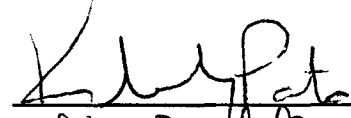
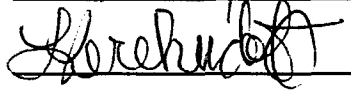
Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Library to meet its objectives.

Volunteers will be accepted at the workplace on the following conditions:

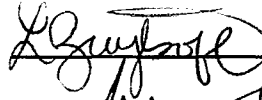



1. Volunteers shall not be paid by the Employer.
2. The Employer agrees:
  - a) That no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
  - b) That no employee shall be laid off as a result of the Employer utilizing the services of volunteer(s).
  - c) That no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).
  - d) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.
  - e) No volunteer shall work more than two (2) hours per week unless otherwise agreed to by the Parties.
3. Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.
4. Volunteers may perform work outlined in the Volunteer Manual. Any changes to the Volunteer Manual including additions of duties need to be mutually agreed by the parties.

Intending to be legally binding, the Letter of Understanding is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF:  
Castlegar and District Public Library Association

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

  
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**LETTER OF UNDERSTANDING # 2**

**between**

**CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2262**

**RE: YOUTH EMPLOYMENT GRANTS**

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

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


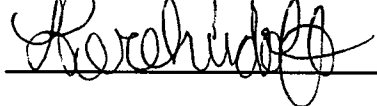
This Letter of Understanding will remain in effect for the life of this Collective

Agreement or until either Party gives thirty (30) days written cancellation notice.

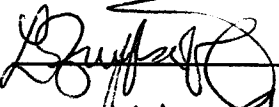

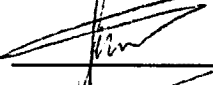
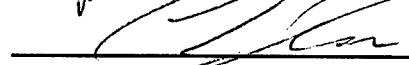
Should any disputes arise out of this LOU, disputes will be raised via the grievance process in Article 5.

Intending to be legally binding, the Letter of Understanding is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF:  
Castlegar and District Public Library Association

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

  
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## **LETTER OF UNDERSTANDING # 3**

**between**

**CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2262**

### **RE: JOINT JOB EVALUATION COMMITTEE**

Whereas Parties recognize that the employees job descriptions have not been formally evaluated or reviewed since and over fifteen years and further recognize that the job evaluations can assist the parties in determining the value/worth of a position.

Therefore, the parties agree to establish a Joint Job Evaluation committee. The joint Job Evaluation Committee will be established within three (3) months of the ratification.

The Joint Job Evaluation Committee will be made up of three (3) representatives from the Employer and three (3) representatives from the Union. Each party will have one (1) alternate. The Committee will jointly participate in Job Evaluation training.

The Committee will establish a mutually agreed Terms of Reference within (2) months of the committee being established.

All employees job descriptions will be updated and completed per Article 8.01 within sixty (60) days of ratification.

The Terms of reference will include the following:

- Committee Terms of Reference
- Roles and responsibilities of the committee
- Dispute resolution process
- A Clause Red Circling wages of an employee's whose position is assessed at a lower value.
- A retroactive clause to the date the committee established.

The Job Evaluation Process will be completed within one year (1) of ratification.

Timelines within this Letter of Agreement can be altered by mutual agreement of both parties.