

2012 - 2015

COLLECTIVE AGREEMENT

between the

VANCOUVER PUBLIC LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391

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THIS AGREEMENT made and entered into as of 2012 January 01,

BETWEEN:

VANCOUVER PUBLIC LIBRARY BOARD

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391

(hereinafter called the "Union")

PARTY OF THE SECOND PART

1. **RECOGNITION AND SCOPE**

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, being Chapter 212 of the Statutes of British Columbia, 1992;

AND WHEREAS the Union is the bargaining authority for the employees of the Employer employed in the central library and branch libraries in the City of Vancouver, except those excluded by the Labour Relations Code. The Employer will provide to the Union twice per year in January and July a list of all excluded positions and the names of the incumbents then in them.

THIS AGREEMENT shall constitute the wages and working conditions for employees so certified.

2. **TERM OF THE AGREEMENT**

This Agreement shall be for a term of four (4) years with effect from 2012 January 01 to 2015 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (1) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (2) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (3) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this agreement.

3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 13 November 1975, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union, nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the employee's first pay cheque. Deductions shall be made in respect of all subsequent months, provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

5. DEFINITIONS

5.1 Regular Employee: means an employee who is employed on a regular full-time basis for 35 hours per week or more as is recognized in the Collective Agreement for a particular class of positions, for an indefinite period of time.

5.2 Posted Part-Time Employee: means an employee who is employed in an Employer-designated position on a regular part-time schedule of at least 40 hours bi-weekly but less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time (Schedule "E").

5.3 Part-Time Employee: means an employee who is employed on a regular part-time schedule of bi-weekly hours which is less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

5.4 Temporary Employee: means an employee who is employed pursuant to Clause 8.4 for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring) and is so advised at the time of hire.

5.5 Auxiliary Employee: means an employee who has no scheduled hours but is called in to work from time to time as required.

6. CHANGES AFFECTING THE AGREEMENT

The Employer agrees to instruct the Chief Librarian that any recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, classifications, workloads or reduction of employment, will be communicated to the Union by the Chief Librarian at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

7. JOINT COMMITTEES

7.1 The following standing joint committees are established under this Collective Agreement:

(1) Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Librarian.

Effective 2007 October 20, the Employer and the Union agree to establish a Sub-Committee of the Health and Safety Committee which shall consist of not more than three (3) representatives from each party to discuss issues around ergonomics. The Committee shall commence within one (1) month following a request from the Union and shall meet from time to time at the call of either party.

(2) Union/Management Committee

A Union/Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet on a regular basis to discuss matters of mutual concern excluding matters relating to specific grievances.

(3) Technological Change Committee

A Technological Change Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet from time to time at the call of either party to discuss matters related to technological change.

7.2 Other ad hoc committees may be established from time to time and, where agreed by Memorandum of Agreement or Letter of Understanding, shall be listed as a schedule to this Agreement for the duration of the committee.

8. WORKING CONDITIONS8.1 Work Week

8.1.1 The normal working hours of Regular Employees are as follows:

Librarians, Library Assistants, Clericals and Bindery Staff: thirty-five (35) hours within a five (5) day week.

Full-time Librarians hired on or before 1992 April 09 who were working a thirty-seven and one-half (37½) hour work week shall be "grandparented" as referenced in Schedule "C", and shall have such longer hours maintained should they be the successful candidate on any posted thirty-five (35) hour Librarian position. Nothing in this paragraph shall prevent a grandparented employee from voluntarily reducing their work week to thirty-five (35) hours or restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

Building Maintenance Worker (Library), Driver - Library Delivery, and Driver - Light Delivery (Library): thirty-seven (37) hours within a five (5) day week.

Assistant Superintendent of Building Maintenance (Library), Trades Maintenance Worker - (Library), Trades Worker (Library), and Building Service Worker I: thirty-seven and one-half (37½) hours within a five (5) day week.

8.1.2 The normal working hours for Posted Part-Time, Part-Time, Temporary, and Auxiliary Employees shall be up to eight (8) hours per day and up to forty (40) hours per week.

8.1.3 Time worked in excess of the said normal hours shall be paid at overtime rates as set out in Clause 9.4 hereof. The scheduled hours may include night work to meet the requirements of the unit concerned.

8.1.4 Except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout, and non-standard work week provisions), employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32)

hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

8.2 Meals and Rest Periods

- 8.2.1 Lunch or supper period shall be a minimum of one-half (½) hour each.
- 8.2.2 The meal period provided under Clause 8.2.1 shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without a meal period.
- 8.2.3 An employee shall be entitled to two (2) rest periods of ten (10) minutes each to be taken during the normal working day.

8.3 Sunday Staffing

- 8.3.1 A Regular Employee may be required to work a full shift between 9 a.m. and 6 p.m. on Sundays. Where a Regular Employee is scheduled for less than a full shift the difference between time scheduled and a full shift shall be made up during the pay period as agreed between the employee and supervisor. Where the time worked on Sunday is not part of the Regular Employee's regular weekly schedule of work, the employee shall be paid at overtime rates in accordance with Clause 9.4.2.
- 8.3.2 No Regular Employee shall be required to work more than one (1) Sunday in four (4). This Clause 8.3.2 shall not apply to Regular Employees in the Computer Services or Building Maintenance Department or to an employee(s) in the Library Assistant V - Circulation (Sunday Circulation Supervisor) position; however, any such employee hired prior to 1997 August 10 shall not be required to work more than twenty-six (26) Sundays in a calendar year.
- 8.3.3 Notwithstanding Clause 8.3.1 above, Regular Employees hired prior to 2003 November 30 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays. Part-Time and Auxiliary Employees on staff as of 2003 November 30 who become Regular Employees prior to 2007 January 01 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays.

8.4 Posting and Filling Vacancies

- 8.4.1 When a Regular Full-Time or Posted Part-Time vacancy occurs or a new position is created, the Employer shall:
 - i) for a period of ten (10) calendar days, post notice of the position on the Employer's intranet electronic bulletin board and forward it to the internal email addresses of all employees and the personal email addresses of the Posted Part-Time, Part-Time and Auxiliary employees; and
 - ii) forward a copy of the notice to the Union.

Posted Part-Time, Part-Time and Auxiliary Employees are responsible for providing the Employer with up to date personal email addresses.

The vacancies must be posted and filled within four (4) months, unless the Employer decides not to fill the vacancy. The Employer will notify the Union of the decision within seven (7) calendar days of making the decision.

The Employer reserves the right to make lateral transfers of employees to positions without posting after consultation with the employee(s).

Information in Postings: Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

8.4.2 The Employer will attempt to provide opportunities for employees to make lateral transfers and consideration shall be given to providing a reasonable training period for such employees. The length of service of any employees will be taken into account when considering a lateral transfer.

8.4.3 The procedure in Clause 8.4.1 shall apply to temporary positions which are expected to exceed nine (9) months' duration.

Should a Regular Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to the employee's former position without loss of seniority.

8.4.4 Positions not previously posted as in Clauses 8.4.1 and 8.4.3 and filled by Temporary Employees will be examined at the end of nine (9) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

8.4.5 In filling vacancies the Employer shall give preference to current employees who have applied for the position.

8.4.6 Without limiting the Employer's rights pursuant to Clause 4, and notwithstanding any provision of this Agreement, the Employer is not precluded from amending the status of a vacant position, i.e., regular full-time, posted part-time, temporary full-time, regular part-time, and auxiliary, where the quantity of the work changes.

8.5 Probation and Seniority

8.5.1 Probationary Period – New Hires

New hires shall be on probation for 913 hours worked, or for their first two years of service years, whichever occurs first.

8.5.2 Seniority

All new employees acquire seniority upon completion of a probationary period of 913 hours or two years of service, whichever occurs first.

Seniority will be calculated based on accumulated hours. When calculating accumulated hours towards seniority, only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included.

Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving; with the exception that employees who have retired from the Employer's service will not retain previous seniority in the event of rehire and will be considered a new employee.

The Employer will provide the Union with seniority lists for Full-Time Employees, Part-Time Employees and Auxiliary/Temporary Employees two times each year, in January and June.

8.5.3 Application of Seniority

Auxiliary and temporary employees do not have seniority rights except for in accordance with 8.6.4.

Seniority will apply to eligible employees as provided for in the Layoff and Recall language in articles 8.8 and 14.1.3.

Seniority is not transferable outside the classified groups in Schedule D.

8.5.4 Auxiliary Employees

Effective January 1, 2014, and on each January 1st thereafter, auxiliary employees will be deemed to have resigned if they have worked less than 75 hours in the previous calendar year. Auxiliary employees may be granted permission to be temporarily removed from the call list, and these periods will not be considered for the purposes of this Article. The 75 hour requirement will be pro-rated to reflect the period of time removed from the call list.

8.5.5 Temporary Assignment of Bargaining Unit Members to Excluded Positions

No bargaining unit member shall be required to accept a position outside the bargaining unit. A bargaining unit employee may accept a temporary assignment to an excluded position for a maximum of one (1) year, unless a longer period is agreed to by the Union. Such agreement shall not be unreasonably withheld. The employer must notify the Union in writing when a bargaining unit employee accepts a temporary assignment to an excluded position exceeding six (6) months.

A bargaining unit employee who has been temporarily assigned to an excluded position shall pay an amount equal to union dues and shall continue to accrue seniority for the duration of the temporary assignment.

When the temporary assignment is completed the bargaining unit employee shall return to their previous position if the temporary assignment was for less than six (6) months. For assignments of six (6) months or longer the bargaining unit employees shall return to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. If there are no such positions available, the provisions of article 8.8 (Layoff) of the Collective Agreement shall apply.

- 8.5.6 If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based upon the original date of appointment. Where a Part-Time Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority, vacation entitlement and other perquisites referable to length of service

8.6 Promotional Policy

- 8.6.1 Promotions, transfers and demotions shall be made on the basis of knowledge, skill, ability and seniority with seniority prevailing where knowledge, skill and ability are relatively equal.
- 8.6.2 At the request of the employee the Employer shall provide in writing the reasons for its decision.
- 8.6.3 Employees who are promoted, transferred or change their status/position shall have a reasonable period, not to exceed six (6) months to meet the standards of the new position. An employee who is unable to maintain the standards of the new status/position within this period of time shall revert to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. Any other employee who is displaced by the returning employee shall be returned to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer.
- 8.6.4 Temporary and Auxiliary Employees who have completed 913 hours of work in one (1) classified group in Schedule D, shall, for the purposes of Clause 8.6.1 only, be deemed to have seniority equal to their total number of hours worked in the classified group.

8.7 Technological Change

8.7.1 Definition

Technological change is a measure, policy, practice or change introduced by the Employer that affects the terms and conditions or security of employment

of a significant number of employees to whom this Agreement applies, and which alters significantly the basis upon which this Agreement was negotiated.

8.7.2 Advance Notice

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change. The notice will include a description of the intended change and the anticipated impact on the bargaining unit.

8.7.3 Adjustment Plan

After delivery of the notice the Employer and the Union will meet and in good Faith endeavour to develop an adjustment plan that helps to avoid loss of earnings with the Employer.

8.7.4 Arbitration

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 15.3 of this Agreement, by-passing all other steps in the grievance procedure.

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:

- (1) shall inform the Minister of Labour of its finding; and
- (2) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (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 the displacement as the Arbitration Board considers reasonable.

8.8 Layoff

Regular Employees shall be subject to layoff according to the following terms:

8.8.1 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group named in Schedule "D", provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

8.8.2 When a reduction of staff and layoff is to be implemented, those employees working less than normal full-time regular hours per week shall be the first affected.

8.8.3 No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding twelve (12) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided, however, that this provision shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

8.8.4 Advance Notice of Layoff

Except in cases of emergency or other circumstances beyond the control of the Employer, the Employer shall give written notice to Regular Employees who are to be laid off at least fourteen (14) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work during the fourteen (14) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

8.8.5 Recall

Regular Employees shall be recalled to positions for which they are qualified in order of their bargaining unit-wide seniority within their classified group. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits.

Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to contact them

or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall.

An employee shall report to work at the time specified by the Employer, or in extenuating circumstances, within two (2) weeks of the Employer's initial attempt to contact them. Each employee on layoff will be responsible for keeping the Employer notified of a current address and/or telephone number where the employee can be reached.

8.8.6 No New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as described in 8.8.5.

8.9 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from all forms of unlawful harassment.

8.10 Employment Equity

The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

8.11 Daily Guarantee

(a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours pay at the regular hourly rate.

(b) Subject to the provisions of subsections (c) and (d), an employee who commences work on a scheduled shift shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours pay at the regular hourly rate.

The four (4) hour guarantee does not apply to school students (i.e. those who attend a recognized educational institution in British Columbia) who work as Events Service Assistants on weekdays (i.e. on days other than Saturday and Sunday and Public Holidays).

(c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

(d) The Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions.

8.12 Personnel Files

Paragraphs 1, 2 and 3 of this Clause are applicable only to documents dated after 2007 October 20.

- 8.12.1 A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- 8.12.2 An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- 8.12.3 Upon receiving permission from the Director of Human Resources or designate, an employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director of Human Resources or designate.
- 8.12.4 Discipline letters and letters of expectation will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident or misconduct has occurred.

9. REMUNERATION

9.1 Remuneration

- 9.1.1 The scale of remuneration set out in Schedule "A" attached hereto shall be applicable during the term of this Agreement. Any changes in salary rates or classifications as outlined in Schedule "A" shall not be put into effect until the Union has been consulted.
- 9.1.2 Where anomalies as submitted during the negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 15.3 hereof.
- 9.1.3 Derivation of Bi-Weekly and Monthly Rates

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

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} & = & & & \text{monthly rate (taken to} \\ & & & & \text{the nearest dollar)} \end{array}$$

9.2 Rates for New Positions

Whenever a new position or class of positions is established by the Employer, the Union shall be furnished with a copy of the description of the position or class specification, and advised of the proposed rate of pay and weekly hours of work. Where the Union disputes the proposed rate of pay within thirty (30) calendar days of being advised of the proposed new rate of pay, representatives of the Employer shall meet with the Union to discuss and attempt to negotiate an acceptable rate of pay. The Employer may post and fill the position(s) at any time after the Union has been advised of the proposed rate of pay.

9.3 Pay for Acting Senior Capacity

When an employee temporarily performs the principal duties of a higher paying position, the employee shall receive the first rate in the higher salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position.

Employees who act in a senior capacity for a minimum of one month will have the hours spent in each senior position tracked and when they accumulate one year of service in a particular senior capacity shall receive the next pay increment for subsequent time spent acting in that senior capacity.

Employees shall not be paid for performing higher level duties as a result of covering for an employee who is absent due to a compressed work week arrangement.

Appointments of employees to a level of higher responsibility must be authorized in writing by the employee's Director or designate.

9.4 Overtime

Every employee who is required to work overtime shall receive compensating time off in lieu thereof, or, at the discretion of the City Librarian, be paid for such overtime in the following manner:

9.4.1 An employee who is required to work overtime in excess of the employee's normal working hours (as set out in Clause 8.1 hereof) shall be paid at one and one-half (1½) times the hourly rate of the employee computed on the basis of the normal working hours. All overtime worked by an employee in

excess of four (4) hours in any normal work week shall be paid at double the hourly rate of the employee computed as aforesaid.

- 9.4.2 An employee who works on the first scheduled rest day immediately following the employee's normal work week shall be paid at the rate of one and one-half (1½) times the employee's hourly rate of pay for the first four (4) hours of work performed and double the hourly rate of pay for the remainder of the time worked on that day, unless the employee has worked the normal work week at the regular rate of pay plus overtime in that week, in which event the employee shall be paid in accordance with Clause 9.4.1. Notwithstanding the foregoing provisions of this Clause 9.4.2., an employee shall be paid double the hourly rate of pay for all time worked on the first scheduled rest day after twelve o'clock noon of that day. An employee who works on the second scheduled rest day following the normal work week shall be paid double the hourly rate of pay for all work performed on that day.
- 9.4.3 An employee who is to receive compensating time off in lieu of being paid overtime shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked (such overtime shall be calculated in the manner set forth in Clause 9.4.1). Provided, however, that on the pay day following the pay period in which September 1st falls in each year of this Agreement, every employee who has accumulated overtime up to and including May 31st of the same year (for which the employee has not been compensated) shall be paid in cash for such overtime at the rate at which it was earned.

An employee shall not take any compensating time off without first receiving the agreement of the supervisor.

9.5 Split Shift

Where the employee's Director or designate requires an employee to split the employee's shift, such employee shall be paid at the employee's regular rate of pay or overtime (as the case may require) for the hours so worked and an additional two (2) hours at straight time by way of a bonus for having to work a split shift. Split shifts shall be completed within twelve (12) hours of commencing such shifts.

9.6 Callout

- 9.6.1 A "callout" is defined as any situation when an employee is called from the employee's place of residence to work and subsequently to return to such place of residence, outside of the employee's regular hours. Callout time shall be paid at double the hourly rate of the employee. A callout shall be credited as a minimum of two (2) hours including travel time at the rates quoted. One-half (½) hour shall be allowed for the journey each way.
- 9.6.2 When IT/Systems or Building Service and Maintenance employees receive a telephone call and are able to resolve the problem over the telephone (or by computer) and do not have to report to a worksite, the employee shall be paid at double the employee's regular rate of pay for the time actually worked

rounded to the nearest quarter ($\frac{1}{4}$) hour with a minimum payment of one-quarter ($\frac{1}{4}$) hour.

9.7 Shift Differential

All Regular Employees shall be paid a standard shift differential of eighty-five cents (85¢) per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day, provided that where the majority of an employee's regular hours fall outside the period of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

9.8 First Aid Duties

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	Posted Part-Time, Part-Time & Auxiliary <u>Employees</u>
OFA Level II	\$125 per month	80¢ per hour
OFA Level III	\$145 per month	95¢ per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

10. EMPLOYEE BENEFITS

10.1 Medical Coverage

10.1.1 Medical Services Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Provincial Government Medical Services Plan.

10.1.2 Extended Health Care Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Extended Health Care Plan. The Extended Health Care Plan has a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (a) eye exams in the amount of \$100.00 per person in a twenty-four (24) month period;

- (b) vision care (\$450.00 per person in a twenty-four (24) month period, including coverage for laser eye surgery);
- (c) hearing aids (maximum payable of \$700.00 per person in a five (5) calendar year period);
- (d) oral contraceptives;
- (e) diabetic equipment and supplies; orthopedic shoes and orthotics combined maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year; ostomy; and counselling services (social worker/psychologist/clinical counsellor) maximum payable of \$900.00 per person in a calendar year effective 2013 March 5;

all subject to the provisions of the Plan. The Plan currently has an annual deductible of \$100.00.

10.2 Dental Services Plan

A Regular Employee who has completed six (6) months of continuous service shall be covered under the Dental Services Plan, which provides the following services subject to the terms and conditions of the Plan:

- (1) Basic Dental Services (Plan A) paying eighty percent (80%) of the approved schedule of fees;
- (2) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (3) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$3000.00 per person covered for adults and dependent children as defined in the Plan.

10.3 Group Life Insurance

A Regular Employee shall be insured under the Group Life Insurance Plan which includes coverage in an amount equal to one and one-half times (1.5X) the employee's basic salary computed to the next highest \$1,000.00, subject to the terms and conditions of the Group Life Insurance policy. Coverage begins on the first day of the pay period following commencement of employment as a Regular Employee.

10.4 Premiums for Clauses 10.1 - 10.3

The premiums for the Clause 10.1.1 Medical Services Plan, Clause 10.1.2 Extended Health Care Plan, Clause 10.2 Dental Services Plan, and Clause 10.3 Group Life Insurance Plan will be shared with the Employer paying seventy-five percent (75%) and the employee paying twenty-five percent (25%) of the premiums.

10.5 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

10.6 Same Sex Benefit Coverage

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

10.7 Vancouver Employees' Savings Plan

A Regular Employee shall participate in the Vancouver Employees' Savings Plan.

The employee contributes to the savings plan from the first day of the pay period following appointment until the last day worked.

The Employer contributes one and one-half percent (1.5%) of salary and the employee contributes the same amount by payroll deduction.

10.8 WorkSafeBC Compensation

Any Regular Employee who has completed six (6) months of continuous service and whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign all monies received from WorkSafeBC to the Employer and the Employer shall pay the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting one, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, gratuity, vacation and overtime credits. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

10.9 Benefit Administration

Subject only to the Letter of Understanding referenced as Schedule 17 in paragraph 2(d) of the Memorandum of Agreement dated 1986 July 3, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.10 Resignation and Re-employment

10.10.1 An employee who has voluntarily resigned and is re-employed as an employee within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is

re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement onto the Pension Plan will be in accordance with the Pension (Municipal) Act.

- 10.10.2 When a previous employee of the Employer is rehired as an employee within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made will also be considered. The Director, Human Resources will decide the appropriate step in the salary range in each case.
- 10.10.3 When a Regular, Posted Part-Time or Part-Time Employee of the Employer becomes an Auxiliary Employee and subsequently accepts a Regular, Posted Part-Time or Part-Time position at a later time, such Employee shall be entitled to all seniority rights based on all hours accumulated in the bargaining unit, and shall be granted a salary consistent with all hours accumulated, provided:
- (a) the employee has not spent more than one year as an Auxiliary employee before accepting the Regular, Posted Part-Time or Part-Time position; and
 - (b) seniority is not transferable outside the employee's classified group in Schedule "D".

11. PAID LEAVE

11.1 Annual Vacation

Regular Employees shall be allowed paid annual vacation as follows:

11.1.1 Librarians

In the first part calendar year of service vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of twenty-two (22) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by 31 December.

During the second and all subsequent calendar years of service - twenty-two (22) working days.

11.1.2 Library Assistants, Clerical, Maintenance and Bindery Staff

In the first part calendar year of service vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31.

During the second up to and including the seventh calendar year of service - fifteen (15) working days.

During the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.

During the sixteenth up to and including the twenty-third calendar year of service - twenty-five (25) working days.

During the twenty-fourth and all subsequent calendar years of service - thirty (30) working days.

- 11.1.3 Regular Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- 11.1.4 Regular Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

PROVIDED THAT:

- 11.1.5 "calendar year" for the purposes of this Agreement shall mean the twelve month period from 1 January to 31 December, inclusive.
- 11.1.6 In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual vacation.
- 11.1.7 A Regular Employee who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act shall be entitled to receive full annual vacation on termination of employment for any reason. All other Regular Employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 11.1.

11.1.8 Deferred Vacation

A Regular Employee who is entitled to annual vacation may opt to defer the taking of any number of working days over and above twenty (20) working days of such annual vacation in any year PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time shall be twenty-two (22) working days in the case of Librarians and shall be twenty (20) working days in the case of all other Regular Employees.

11.2 Long Service Leave for Regular Librarians

During the sixteenth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of twenty-two (22) working days in addition to the annual

vacation entitlement set forth in Clause 11.1.1. During the twenty-first, twenty-sixth, thirty-first, and thirty-sixth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of eleven (11) working days in addition to the annual vacation entitlement set forth in Clause 11.1.1. Employees must use their long service vacation prior to the year when the next long service vacation is granted.

11.3 Supplementary Vacation for Regular Employees Other than Librarians

A Regular Employee (except Librarians) shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which the employee is entitled under Clause 11.1.2 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies. The employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

For purposes of clarification an explanatory note and table is attached hereto as Schedule "B".

11.4 Public Holidays

11.4.1 Regular Employees are entitled to a holiday with pay for the following public holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by City Council to be a civic holiday.

11.4.2 When a public holiday for which an employee is entitled under Clause 11.4.1 falls on the scheduled day off of such an employee, the employee shall be granted an equivalent time off with pay. The time off shall be scheduled within two (2) months following the public holiday at the convenience of the unit concerned.

11.4.3 A Regular Employee who is required to work on a public holiday shall be paid double the employee's regular rate of pay for all hours worked on the holiday and shall be granted another day off with pay in lieu of the public holiday.

11.5 Sick Leave

Regular Employees shall become eligible for sick benefits after they have completed six (6) months' continuous service with the Employer on the following terms and conditions:

11.5.1 An employee who has completed the first thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of

sick leave with pay; provided that if such employee has been advanced sick leave with pay under this Clause and leaves the service of the Employer for any reason prior to the completion of six (6) months of continuous service the advance payment shall be repaid to the Employer by deduction from the employee's pay cheque.

- 11.5.2 An employee, on completing the first six (6) months' continuous service, shall be credited with sick leave allowance of ten (10) working days. Each employee shall be credited with an additional ten (10) working days of sick leave semi-annually on June 30 and December 31, except where the sick leave is earned for a period of less than six (6) months, in which case a credit of one and one-half (1½) days will be provided for each full month of service, but no credit shall be given for a part of a month.
- 11.5.3 The maximum sick leave accumulation shall be two hundred and sixty-one (261) working days.
- 11.5.4 Sick leave credits earned by an employee during the time that the employee is absent on sick leave shall not be credited to the employee unless the employee returns to work for at least five (5) consecutive working days.
- 11.5.5 The sick leave allowance for any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the sick leave allowance to the nearest half (½) day for each excess month or portion of a month greater than one-half (½).
- 11.5.6 Any employee who is ill and expects to be absent by reason of such illness shall advise the employee's supervisor of such absence as soon as possible, normally by starting time on the first day away.
- 11.5.7 All absences by an employee on sick leave shall be deducted from the sick leave standing to the credit of the employee at the commencement date of each absence.
- 11.5.8 Deductions are not made for absences resulting from accidents on the job for which the employee is covered by WorkSafeBC.
- 11.5.9 Deductions from sick leave shall be on the basis of the actual time absent measured to the nearest whole hour, provided that absences of less than two (2) hours shall not be deducted.
- 11.5.10 Deductions are made from accumulated sick leave credits for all paid absence due to sickness.
- 11.5.11 Sick Leave Recovery

Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive WorkSafeBC benefits, and the employee subsequently

recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

11.5.12 Family Illness

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein. The use of sick leave days for family illness will affect the calculation of an employee's Gratuity benefits in Clause 11.6.

11.6 Gratuity Plan

Regular Employees shall be entitled to the following gratuity benefits:

- 11.6.1 Employees shall be credited with a gratuity of three (3) calendar working days for each calendar year of service in which no sick leave is taken. Gratuity days are calculated as of December 31 in each calendar year. The maximum gratuity days that may be earned for each calendar year of service are three (3) working days.
- 11.6.2 For each working day that an employee is absent on sick leave in any one calendar year the number of gratuity days to which the employee would be otherwise entitled hereunder in that year shall be reduced by one (1) working day but not exceeding three (3) working days. Such absences on sick leave shall not be set off against any gratuity days earned by the employee in any prior or subsequent calendar years.
- 11.6.3 An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; provided however that:
 - (a) The minimum gratuity leave which shall be taken shall be one (1) day and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
 - (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

11.6.4 Subject to Clause 11.6.3, an employee shall be entitled to payment in cash for accumulated gratuity days if the employee retires or the service of the employee is terminated for any reason.

11.6.5 For the purpose of calculating gratuity benefits all references to working days shall be converted to hours on the basis of the number of hours applicable to an employee's working day and deductions shall be made on the basis of the actual time absent.

11.6.6 El Rebate

The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

11.7 Compassionate Leave

11.7.1 In the event of the death of the spouse (including common-law spouse and same-sex partner), child, brother, sister, parent, parent-in-law, grandchild or grandparent of an employee, leave of absence with pay shall be granted to that employee for a period not to exceed three (3) working days upon application to, and approval by, the employee's Director or designate.

11.7.2 Any employee who qualifies for compassionate leave without loss of pay under Clause 11.7.1, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) shall be granted additional leave without loss of pay for a further period of two (2) working days.

11.8 Court Attendance and Jury Duty

An employee called to serve as a juror or as a witness will be allowed time off with pay at the employee's regular rate of pay during the period of such duty, provided that any remuneration for such duty performed by the employee during the employee's working hours shall be remitted to the Employer.

12. UNPAID LEAVE

12.1 Leave of Absence

Requests by employees for leaves of absence without pay for up to six (6) months may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Requests shall be submitted on a form, provided by the Employer, to the Human Resources Department. Employees on a leave of absence may request extensions of up to six (6) additional months which may be considered on the same basis as set out above.

12.2 Maternity and Parental Leave

12.2.1 Length of Leave

Birth Mother

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

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

Birth Father and Adoptive Parent

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

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

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

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

12.2.2 Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

12.2.3 Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in 12.2.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

12.2.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph 12.2.4(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph 12.2.2(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

12.2.5 Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

12.2.6 Maternity Supplementary Employment Insurance Benefits

- (1) Birth mothers who are Regular Employees, Temporary Employees who have completed one year of continuous full-time service, Posted Part-Time or Part-Time Employees, and who are entitled to maternity leave as provided for in Clause 12.2 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

Temporary Employees who are working full-time and who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.

- (2) Subject to the approval of the Employment Insurance Commission, birth fathers or partners of the mother who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

13. ABSENCE FROM DUTY OF UNION OFFICIALS

- 13.1 All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- 13.2 With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount plus an additional flat rate of thirty-five percent (35%) of the wage or salary to offset the cost of benefits paid by the Employer while such representatives are on leave of absence. For employees on full-time Union leave the flat rate shall be twenty percent (20%) and the parties shall make separate arrangements for vacation, sick leave and public holidays. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- 13.3 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined in Clause 15 of this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- 13.4 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress.
- 13.5 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- 13.6 The Employer agrees that any full-time officer of the Union who is on leave of absence without pay for the purpose of performing the duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority

while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority than the employee or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- 13.7 The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- 13.8 The Union shall provide the Employer with a list of its elected officers, Job Stewards and any other official representatives. This list shall be kept current by the Union at all times.

14. RIGHTS AND BENEFITS FOR OTHER THAN REGULAR EMPLOYEES

14.1 Part-Time Employees

14.1.1 Pay

Part-Time Employees shall be paid in accordance with Schedule "A" to this Agreement plus benefits or a percentage in lieu of benefits pursuant to Clause 14.1.2.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Part-Time Employees shall be based on the number of hours served by a full-time employee for such eligibility.

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

Part-Time Employees who desire an increase in scheduled working hours shall so advise Human Resources in writing.

14.1.2 Benefits and Percentage in Lieu of Benefits

- (a) A Part-Time Employee who occupies a position with a regular schedule of core hours equal to or greater than forty (40) bi-weekly hours shall receive the following benefits:

- (1) a payment of 10% of regular earnings in lieu of vacation and public holiday pay;
 - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (3) Sick leave and gratuity coverage on a prorated basis (including a proration of the maximum sick leave and gratuity plan accumulation), calculated on the same proportionate basis as the Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Part-Time Employees;
 - (4) Coverage for Family Illness when the employee becomes eligible for sick leave coverage; and
 - (5) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage. Notwithstanding the foregoing, the employee will have the option to maintain participation in the dental plan, extended health plan, Group Life and Medical Services Plan for up to three months provided the employee pays 100% of the premiums.

- (c) All Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.

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

14.1.3 Layoff

For a Part-Time Employee, layoff will be defined to occur when all regularly scheduled weekly hours cease.

Layoffs and recall after layoffs for Part-Time Employees shall be carried out in accordance with terms similar to those laid out for Regular Employees in Clause 8.8 and the classified groups named in Schedule "D". Prior to a layoff being implemented, the matter will be discussed with the Union.

A Part-Time Employee will lose seniority if the employee is absent from work due to being laid off for a period exceeding twelve (12) months.

It will be the employee's responsibility to provide a current address and telephone number to the Employer.

14.1.4 Reduction in Part-Time Hours

The following applies to part-time employees who have achieved seniority and who lose one or more of their regular part-time hours:

- (a) Human Resources (HR) will maintain a Reduced Part-Time Hours Employee List (Employee List); this list will include, in order of seniority by classification, all employees who have had one or more of their part-time hours reduced.
- (b) HR will also maintain a Part-Time Hours Vacancy List (Vacancy List); this list will include all vacant regular part-time hours that have been approved to be filled.
- (c) HR will attempt to contact the most senior employee on the Employee List to provide them with the Vacancy List of hours available in the classification of the hours that were reduced. Only hours and shifts in the classification of the hours reduced and at a time when the employee is not already regularly scheduled will be offered.

- (d) If an employee is not readily available, HR will make every reasonable effort to make contact both at home and at work; if HR is unable to make contact within forty-eight (48) hours (other than on Saturday or Sunday), HR will move to the next most senior person on the Employee List.
- (e) Once contacted and provided with the Vacancy List, the employee will have forty-eight (48) hours to respond in writing and indicate their selection of hours; should an employee fail to respond within forty-eight (48) hours or should they decline all available hours, they will be placed at the bottom of the Employee List.
- (f) Employees will remain on the Employee List until their reduced hours are restored or for a period not to exceed eighteen (18) months, whichever occurs first. The Employer will notify the Union when an employee on the Employee List accepts hours.

Note: Employees on the Employee List as of March 5, 2013 will have the 18 month period start on January 1, 2013.

- (g) Hours will be deemed to have been restored when the restored hours are within one (1) hour of the reduced hours, plus or minus, with the following exception: if prior to the reduction of hours an employee was eligible for benefits and the restored hours do not result in eligibility for benefits, the employee will remain on the Employee List until there are hours available to restore their eligibility for benefits.
- (h) Within two (2) months of accepting hours an employee may vacate the hours and go to the bottom of the Employee List. This does not re-start the eighteen (18) month period described above.

14.2 Temporary Employees

14.2.1 Pay

Temporary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. Temporary Employees who have worked 1200 hours within two (2) consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings. No other benefits will be provided to such employees.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Temporary Employees, shall be based on the number of hours served by a full-time employee for such eligibility.

A public holiday will be treated as a normal working day for Temporary Employees. Temporary Employees who work on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours.

Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

14.2.2 Benefits for Temporary Employees with One Year of Continuous Work in a Full-Time Capacity

After completing one year of continuous work in a full-time capacity, a Temporary Employee shall be entitled to all benefits applicable to a Regular Employee without serving any further waiting periods.

14.3 Auxiliary Employees

14.3.1 Pay

Auxiliary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. No other benefits will be provided to such employees. Employees who have worked 1200 hours within two consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings.

Where pay ranges exist, eligibility for advancement from one step to the next (increment), for Auxiliary Employees shall be based on the number of hours served by a full-time employee for such eligibility.

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

14.4 Re-employing Part-Time, Temporary and Auxiliary Employees

14.4.1 Employees who leave service for reasons other than termination for cause, and are subsequently re-employed within one (1) year from the date of leaving shall be reinstated at their previous percentage in lieu of benefits, their accumulations for increments at the various pay grades reinstated and shall be credited with their previous accumulation of hours towards a change in the percentage in lieu of benefits or waiver of benefit waiting periods.

14.4.2 A Temporary Employee who was in receipt of benefits and who leaves service for reasons other than termination for cause, and is subsequently re-employed within one (1) year from the date of leaving for a Temporary assignment that is three (3) months or more of full-time work, shall immediately be placed back on benefits with no further waiting periods. If re-employed as an Auxiliary or any other Temporary assignment, the employee will receive sixteen percent (16%) in lieu of benefits. Any previously accumulated hours for increments at the various pay grades shall be reinstated.

15. GRIEVANCE PROCEDURE

15.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with, without stoppage of work, in the following manner:

15.1.1 Step One

The employee shall, within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or became known, submit in writing to the head of the division, branch, section or department, the full particulars of the alleged violation including the clauses of this Agreement allegedly violated, the date and circumstances of the incident and the remedy sought.

Should the parties be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance, the employee may refer the matter to the appropriate Director within a further fourteen (14) calendar days.

15.1.2 Step Two

The appropriate Director shall meet with the employee within fourteen (14) calendar days of such referral. Should the appropriate Director be unable to effect a settlement within fourteen (14) calendar days of such meeting, the employee may refer the matter to the Chief Librarian within a further fourteen (14) calendar days.

15.1.3 Step Three

The Chief Librarian shall meet with the Union's representative and the employee within fourteen (14) calendar days of such referral. Should the Chief Librarian be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to the Employer within a further fourteen (14) calendar days.

15.1.4 Step Four

The Employer shall meet with the Union within fourteen (14) calendar days of such referral. Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to Arbitration pursuant to Clause 15.3 for final and conclusive settlement without stoppage of work within a further fourteen (14) calendar days.

15.1.5 Extensions to the above time limits shall be allowed by mutual consent of the parties.

15.1.6 An employee may have a representative of the Union attend at any meetings held pursuant to this Clause.

15.2 Policy Grievances

15.2.1 When a “dispute”, as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, or involves more than one (1) employee, the matter may be submitted in writing by the Union to the Director, Human Resources or, alternatively, by the Employer to the Union within thirty (30) calendar days of the date on which the incident giving rise to the dispute occurred or became known.

15.2.2 The Director, Human Resources and the Union will meet and discuss the grievance within fourteen (14) calendar days of the notification of the grievance.

15.2.3 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.

15.2.4 If a satisfactory settlement is not reached between the Director, Human Resources and the Union, the grieving party may refer the matter to the City Librarian (or the Union where applicable) within fourteen (14) calendar days of the response.

15.2.5 The Chief Librarian and the Union Representative will meet and discuss the grievance within fourteen (14) calendar days of the referral under Clause 15.2.4.

15.2.6 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.

15.2.7 If the grievance is not resolved through the above process and the grievance was filed by the Union, the Union may refer the grievance to Step Four of the Grievance Procedure within fourteen (14) calendar days of the response. If the grievance is not resolved through the above process and the grievance was filed by the Employer, the Employer may refer the grievance to

Arbitration pursuant to Clause 15.3 within fourteen (14) calendar days of the response.

15.3 Arbitration

A Board of Arbitration shall consist of a single Arbitrator mutually agreed by the parties. However, if either party in good faith concludes that a grievance presents complex issues, it may refer the grievance to a three-person Board of Arbitration.

A three-person Board of Arbitration shall consist of three (3) persons, one (1) to be chosen by each party; the third, who shall be chairperson, to be selected by the two (2) so appointed. The two (2) representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairperson. If they are unable to agree upon, or otherwise fail to appoint a chairperson, either party may apply to the Minister of Labour to appoint a chairperson. In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

15.4 Classification Dispute Resolution Process

Any difference concerning the allocation of a position to an existing Schedule "A" class or to a new or amended classification established by the Employer, or the Employer's refusal to conduct a classification review, shall be dealt with in the following manner (the following procedure shall apply in substitution for the regular grievance procedure contained in Article 15 of the Collective Agreement):

15.4.1 Notification of Results

Within seven (7) days of making a decision on the classification of a position or positions, the Director, Human Resources, or a designate will provide the Union with the following:

- The Employer's decision
- The rationale for the basis of the decision; and
- All documents used by the Employer related to making its decision.

If requested by the Union, the parties will meet to discuss within thirty (30) calendar days. If the Union disputes the Employer's decision, and wishes to pursue the matter, the Union may refer the issue to Step 1 below within thirty (30) calendar days of receiving the results or meeting with the Employer, giving written reasons why it disagrees with the Employer's decision and the remedy sought.

15.4.2 Step 1

The Step 1 meeting will occur within thirty (30) calendar days of the referral to Step 1. The Step 1 attendees will be the Employer's representatives and the Union's representatives. The focus of the meeting will be fact-finding on job

duties and responsibilities and the application of classification principles in allocating the disputed position to either an existing Schedule "A" classification or a new classification established by the Employer. The Employer will respond to the Union in writing within twenty one (21) calendar days of the Step 1 meeting. If the dispute is not resolved, the Union may refer the dispute in writing to Step 2 within twenty one (21) calendar days of receiving the response.

15.4.3 Step 2

A job classification panel will be established which will consist of one representative appointed by the Employer and one appointed by the Union. The panel will review the evidence and findings from Step 1 and attempt to agree on the appropriate allocation to either an existing Schedule "A" classification or a new classification.

The panel will have sixty (60) calendar days from receipt of the appeal to review, meet and report back to the Employer and the Union.

If the panel is in agreement, no further appeals will be available to the Employer, Union or the incumbent.

If the dispute remains unresolved after the conclusion of Step 2, the Union may advance the dispute to arbitration by advising the Director, Human Resources in writing within twenty-one (21) calendar days of the date of the final Step 2 response.

15.4.4 Arbitration

- (a) The parties shall agree on the Arbitrator within twenty-one (21) calendar days of the referral and must request dates from the Arbitrator at that time.
- (b) Where the parties are unable to agree on the Arbitrator within twenty-one (21) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau, within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau, in accordance with this clause, the grievance shall be considered to be abandoned.
- (c) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

It is agreed that any working conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Agreement.

17. SCHEDULES

It is agreed between the parties hereto that the Schedules "A", "B", "C", "D", "E", "F" and "G" attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF the Employer has caused these presents to be signed by the Chairperson and the Secretary of the Employer and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf.

SIGNED ON BEHALF OF THE
VANCOUVER PUBLIC LIBRARY BOARD:

" Mary Lynn Baum "
Chairperson

" Sandra Singh "
Secretary

March 26, 2014
Date

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL
391:

" Gerard Batty "
President

" Laura Safarian "
Bargaining Chair

March 26, 2014
Date

SCHEDULE "A"

This is Schedule "A" referred to in
Clauses 9.1, 14 and 17 of this Agreement

VANCOUVER PUBLIC LIBRARYPAY RATES

Effective 2012 January 01 - 2015 December 31

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
061		Accounting Clerk I	14
1371		Accounts Payable/Receivable Clerk	16
2005		Administrative Assistant - Library	18*
1330		Administrative Assistant – Youth Services & Programming	19*
593	(y)	Building Maintenance Worker (Library)	(1)15
621	(c)	Building Service Worker I	13
1360		Cataloguing Assistant - Technical Services	17
549		Duplicating/Supplies Clerk	13
2307		Events Coordinator	22
1490		Events Service Assistant	11
1401		Graphics Technician	21
2280		Information Assistant	16*
2313		Lead Hand – Shipping Clerk	12
577	(c)	Librarian I	22*
578	(c)	Librarian II	25*
579	(c)	Librarian III	27*
580	(c)	Librarian IV	29*
2190	(c)	Librarian – Resources and Services	27*

545		Library Assistant – Administration	14
8290		Library Assistant – Collections and Technical Services	14
571		Library Assistant II	12
556		Library Assistant III	13
562		Library Assistant IV	16*
565		Library Assistant V	18*
554		Library Assistant VI	19*
542		Library Assistant VII	20*
1452		Library Assistant - Home Delivery & Taped Books	14
1383		Library Technician I	16*
2025		Library Technician II	19*
2024		Library Technician – Language Collection	18*
1409		Marketing and Communications Coordinator	21
2306		Network Analyst	25
2272		Network Support Specialist	23
1385		Office Support Clerk	11
1439		Research Assistant - Library	17
2268		Senior Network Analyst	28
560		Shipping Clerk I (Library)	11
559		Shipping Clerk II (Library)	14
2157		Student Librarian	17
8288	(c)	Supervisor, Building Services and Maintenance	21
557		Supervisor - Systems Group	26
2314		Systems Librarian	27
8289		Systems Support Assistant	17
550		Systems Support Technician - Library	22

1489	(c)	Trades Maintenance Worker (Library)	19
1488	(c)	Trades Worker – Library	20
2250		Training Librarian	23*
2273		Web and Database Technician	23

* The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification

Key: A = 2012 January 01 - December 31
 B = 2013 January 01 - December 31
 C = 2014 January 01 - December 31
 D = 2015 January 01 - December 31

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Pay Rates</u>	
2307		Driver I, Library Delivery	A	26.08	
			B	26.54	
			C	27.00	
			D	27.54	
1396	(y)	Driver II, Library Delivery	A	26.76	
			B	27.23	
			C	27.71	
			D	28.26	
				<u>Step 1</u>	<u>Step 2</u>
2308		Shelver	A	15.98	16.61
			B	16.26	16.90
			C	16.54	17.20
			D	16.87	17.54

Note: Eligibility for Shelveers to advance from Step 1 to Step 2 will be based on the same number of hours applicable to steps for Pay Grades 10 to 14.

|

Footnotes:

- (c) Works 37½ hour work week, when applicable.
- (y) Works a 37 hour work week.

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

Employees shall receive one pay grade for fluency in an extra language, when applicable.

SCHEDULE "A" (cont'd)VANCOUVER PUBLIC LIBRARYPAY RATESEffective 2012 January 01 - 2015 December 31

KEY: A = 2012 January 01 - December 31
 B = 2013 January 01 - December 31
 C = 2014 January 01 - December 31
 D = 2015 January 01 - December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	A	18.41	19.14	19.87	20.71	21.51
	B	18.73	19.47	20.22	21.07	21.89
	C	19.06	19.81	20.57	21.44	22.27
	D	19.44	20.21	20.98	21.87	22.72
11	A	19.14	19.87	20.71	21.51	22.36
	B	19.47	20.22	21.07	21.89	22.75
	C	19.81	20.57	21.44	22.27	23.15
	D	20.21	20.98	21.87	22.72	23.61
12	A	19.87	20.71	21.51	22.36	23.29
	B	20.22	21.07	21.89	22.75	23.70
	C	20.57	21.44	22.27	23.15	24.11
	D	20.98	21.87	22.72	23.61	24.59
13	A	20.71	21.51	22.36	23.29	24.26
	B	21.07	21.89	22.75	23.70	24.68
	C	21.44	22.27	23.15	24.11	25.11
	D	21.87	22.72	23.61	24.59	25.61
(1)15	A	21.29	22.13	23.00	23.98	24.94
	B	21.66	22.52	23.40	24.40	25.38
	C	22.04	22.91	23.81	24.83	25.82
	D	22.48	23.37	24.29	25.33	26.34

SCHEDULE "A" (cont'd)

KEY: A = 2012 January 01 - December 31
 B = 2013 January 01 - December 31
 C = 2014 January 01 - December 31
 D = 2015 January 01 - December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
14	A	21.51	22.36	23.29	24.26	25.22
	B	21.89	22.75	23.70	24.68	25.66
	C	22.27	23.15	24.11	25.11	26.11
	D	22.72	23.61	24.59	25.61	26.63
15	A	22.36	23.29	24.26	25.22	26.28
	B	22.75	23.70	24.68	25.66	26.74
	C	23.15	24.11	25.11	26.11	27.21
	D	23.61	24.59	25.61	26.63	27.75
16	A	23.29	24.26	25.22	26.28	27.36
	B	23.70	24.68	25.66	26.74	27.84
	C	24.11	25.11	26.11	27.21	28.33
	D	24.59	25.61	26.63	27.75	28.90
17	A	24.26	25.22	26.28	27.36	28.49
	B	24.68	25.66	26.74	27.84	28.99
	C	25.11	26.11	27.21	28.33	29.50
	D	25.61	26.63	27.75	28.90	30.09
18	A	25.22	26.28	27.36	28.49	29.68
	B	25.66	26.74	27.84	28.99	30.20
	C	26.11	27.21	28.33	29.50	30.73
	D	26.63	27.75	28.90	30.09	31.34
19	A	26.28	27.36	28.49	29.68	30.90
	B	26.74	27.84	28.99	30.20	31.44
	C	27.21	28.33	29.50	30.73	31.99
	D	27.75	28.90	30.09	31.34	32.63
20	A	27.36	28.49	29.68	30.90	32.21
	B	27.84	28.99	30.20	31.44	32.77
	C	28.33	29.50	30.73	31.99	33.34
	D	28.90	30.09	31.34	32.63	34.01

SCHEDULE "A" (cont'd)

KEY: A = 2012 January 01 - December 31
 B = 2013 January 01 - December 31
 C = 2014 January 01 - December 31
 D = 2015 January 01 - December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
21	A	28.49	29.68	30.90	32.21	33.55
	B	28.99	30.20	31.44	32.77	34.14
	C	29.50	30.73	31.99	33.34	34.74
	D	30.09	31.34	32.63	34.01	35.43
22	A	29.68	30.90	32.21	33.55	34.96
	B	30.20	31.44	32.77	34.14	35.57
	C	30.73	31.99	33.34	34.74	36.19
	D	31.34	32.63	34.01	35.43	36.91
23	A	30.90	32.21	33.55	34.96	36.47
	B	31.44	32.77	34.14	35.57	37.11
	C	31.99	33.34	34.74	36.19	37.76
	D	32.63	34.01	35.43	36.91	38.52
24	A	32.21	33.55	34.96	36.47	38.02
	B	32.77	34.14	35.57	37.11	38.69
	C	33.34	34.74	36.19	37.76	39.37
	D	34.01	35.43	36.91	38.52	40.16
25	A	33.55	34.96	36.47	38.02	39.60
	B	34.14	35.57	37.11	38.69	40.29
	C	34.74	36.19	37.76	39.37	41.00
	D	35.43	36.91	38.52	40.16	41.82
26	A	34.96	36.47	38.02	39.60	41.30
	B	35.57	37.11	38.69	40.29	42.02
	C	36.19	37.76	39.37	41.00	42.76
	D	36.91	38.52	40.16	41.82	43.62

SCHEDULE "A" (cont'd)

27	A	36.47	38.02	39.60	41.30	43.10
	B	37.11	38.69	40.29	42.02	43.85
	C	37.76	39.37	41.00	42.76	44.62
	D	38.52	40.16	41.82	43.62	45.51
28	A	38.02	39.60	41.30	43.10	44.92
	B	38.69	40.29	42.02	43.85	45.71
	C	39.37	41.00	42.76	44.62	46.51
	D	40.16	41.82	43.62	45.51	47.44
29	A	39.60	41.30	43.10	44.92	46.84
	B	40.29	42.02	43.85	45.71	47.66
	C	41.00	42.76	44.62	46.51	48.49
	D	41.82	43.62	45.51	47.44	49.46
30	A	41.30	43.10	44.92	46.84	48.90
	B	42.02	43.85	45.71	47.66	49.76
	C	42.76	44.62	46.51	48.49	50.63
	D	43.62	45.51	47.44	49.46	51.64

* Except as otherwise stated, eligibility for advancement from one step to the next (increment) shall be based on the satisfactory completion of the following time periods:

Pay Grades 10 to 14: 6 months eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 months eligibility.

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

Pay Grade 16 and above: 12 months eligibility.

SCHEDULE "B"

This is Schedule "B" referred to in
Clauses 11.3 and 17 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

The figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days* of supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example: An employee hired in 1997 is in their (11th) calendar year during 2007. The employee in 2007 will be credited with 5 supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further 5 supplementary working days, etc.

* Entitlement in working days is based upon a five-day work week.

SCHEDULE "B" (cont'd)

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2015	--	--	--	--	--	--	--	--	--	15/-
2014	--	--	--	--	--	--	--	--	15/-	15/-
2013	--	--	--	--	--	--	--	15/-	15/-	15/-
2012	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2011	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2010	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2009	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2008	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2007	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2006	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2005	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2004	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2003	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2002	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2001	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2000	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1999	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1998	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1997	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1996	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1995	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1992	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1991	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1990	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1989	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1988	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "C"

This is Schedule "C" referred to in
Clauses 8.1.1 and 17 of this Agreement

LIBRARIANS GRANDPARENTED WITH A THIRTY-SEVEN AND ONE-HALF HOUR WORK
WEEK

The following are those Librarians who have been grandparented with a thirty-seven and one-half (37½) hour work week. Nothing in this Schedule shall prevent a grandparented employee from voluntarily reducing their work week to thirty-five (35) hours or to restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

G. Cribdon
A. Haaf

T. Quigley
J. Schick

J. Tomkins
Y. Tosa

V. Voth

SCHEDULE "D"

This is Schedule "D" referred to in
Clauses 8.8.1, 14.1.3 and 17 of this Agreement

LAYOFF AND RECALL CLASSIFIED GROUPS

In the event of a layoff, Regular Employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group, namely:

Librarians

Non-Librarians

For Student Librarians who are subsequently hired in the Librarian classified group, hours spent as Student Librarians will be counted for the purposes of Clause 8.6.4 only, provided there has not been a break in employment of more than one year.

SCHEDULE "E"

This is Schedule "E" referred to in
Clause 5.2 and 17 of this Agreement

POSTED PART-TIME EMPLOYEES: 40+ hours/biweekly

This schedule applies to employees who hold positions that have been designated by the Employer as forty (40) hours bi-weekly or more and are posted in accordance with Article 8.4; it does not apply to employees who are working forty (40) hours bi-weekly or more in shifts that have not been designated by the Employer as hours combined to form a Posted Part-Time position.

The schedule of hours and location shall be included in the posting; however, hours and location may be revised with reasonable notice. If a Posted Part-Time Employee is no longer able to work one or more shifts in the position, the employee is deemed to have resigned from the position (i.e. resigned from all of the hours in the position).

Criteria for creation of Posted Part-Time positions

The Employer will issue an Administrative Guideline in the form attached describing the process and criteria for designating positions as Posted Part-Time.

Conversion of current employees:

As soon as practicable after ratification, the Employer agrees to meet with the Union and in good faith discuss the creation of Posted Part-Time positions, in accordance with the Administrative Guideline, for incumbents who are currently working forty (40) or more hours bi-weekly, and their possible conversion without posting.

Reduction of hours and Layoff

Posted Part-Time Employees are deemed to be laid off if their hours are reduced below 40 hours in a bi-weekly period.

If a Posted Part-Time Employee is laid off or bumped, that Posted Part-Time Employee may use his or her seniority to bump another Posted Part-Time Employee provided he or she is qualified to perform the job of the bumped employee.

If a laid off Posted Part-Time Employee is unable to bump into another Posted Part-Time Employee position, then the Posted Part-Time Employee will lose Posted Part-Time Employee status, but may bump one or more part-time employees with less seniority in order to make up their lost Posted Part-Time Employee hours, provided they are qualified to perform the job(s) of the person(s) bumped.

Posted Part-Time Employees who lose hours but are not laid off, and Posted Part-Time Employees who are laid off and are unable to replace hours through bumping as set out above, will have their names placed on the Reduced Part-Time Hours Employee List in order of their seniority.

SCHEDULE "E" (cont'd)

Application of collective agreement provisions

All provisions of the Collective Agreement apply to Posted Part-Time Employees covered by this Schedule except as follows*:

- 8.1 Work Week
Posted Part-Time employees are covered by 8.1.2, 8.1.3 and 8.1.4 only.
- 8.3 Sunday Staffing
- 9.4.2 Overtime
- 9.5 Split Shift
Applies only to the hours that have been designated by the Employer to be included in the position; language does not apply to additional hours that are not part of the position.
- 9.7 Shift Differential
- 10 Employee Benefits - the following is substituted for Articles 10.1 through 10.8
Benefits and Percentage in Lieu of Benefits
A Posted Part-Time Employee shall receive the following benefits:
 - a. A payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay (a Posted Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements);
 - b. Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - c. Sick leave and gratuity plan coverage on a prorated basis (including a proration of the maximum sick leave and gratuity accumulation), calculated on the same proportionate basis as the Posted Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Posted Part-Time Employees shall qualify after completion of six (6) calendar months' service based on the Posted Part-Time Employee's schedule of hours;
 - d. WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
 - e. Entitlement, on a prorated basis, to the same Compassionate Leave and Court/Jury Duty Leave and, on a full basis, to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Posted Part-Time Employee shall not be paid the ten percent (10%) in lieu of benefits when on unpaid leave of absence.
 - f. Posted Part-Time Employees shall be eligible for an advance of prorated sick leave days on the same basis as Regular Full-Time Employees (ie. on June 30 and December 31).
 - g. No other benefits shall be provided to Posted Part-Time Employees unless expressly stated in this Clause.

SCHEDULE "E" (cont'd)

- 11.1 Annual Vacation
- 11.2 Long Service Leave for Regular Librarians
- 11.3 Supplementary Vacation for Regular Employees other than Librarians
- 11.4 Public Holidays
- 14 Rights and Benefits for other than Regular Employees
- 17 Schedules B & C

** This list is subject to housekeeping review upon completion of the new collective agreement.*

Administrative GuidelineCreation of Posted Part-time (PPT) positions (40+ hours bi-weekly):

Given the seven day operation of the Library, the Employer requires flexibility in the scheduling of work with a healthy balance of RFT, PPT and PT hours. The Employer will determine when it is operationally feasible, given the need for this flexibility, to create a PPT position. When exercising its discretion to create a PPT position, the Employer will consider whether a PPT position makes sense from its own operational perspective. Although this is not intended to be a formula, collections of hours will generally not be considered for a PPT position unless all or most of the following criteria are present:

- The collection of hours are related in that the work being performed is the same or similar;
- All of the hours designated to the position are in the same classification;
- The position reports to 1 supervisor;
- The position is based out of 1 location; however, the incumbent may be asked to work hours at more than one location;
- As with RFT and PT positions, the position is expected to be of indefinite duration.

Note that even where these criteria are present, the Employer maintains discretion as to whether the creation of a Posted Part-Time position meets its objectives.

SCHEDULE "F"

This is Schedule "F" referred to in
Clause 17 of this Agreement

LETTER OF UNDERSTANDINGLAYOFFS DUE TO CONTRACTING OUT

The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 391 that may result in the layoff of members of the CUPE Local 391 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.

SCHEDULE "G"LETTER OF UNDERSTANDINGJOB DESCRIPTIONS / CLASSIFICATION SPECIFICATIONS

The parties agree to enter a Letter of Understanding on the following terms:

1. The Employer will provide the Union with copies of every request for classification review.
2. Prior to finalizing new job descriptions or class specifications, or finalizing revisions to existing job descriptions or classifications specifications, the Employer will provide the Union with the proposed new or revised job descriptions or class specifications. The Union shall have five (5) working days to provide its input to the Employer in writing, which shall be reviewed by the Employer prior to finalizing the new or revised job descriptions or class specifications.
3. If the Union has any concerns about the accuracy of the finalized job descriptions or class specifications, it may advise the Employer and the Employer will meet with the Union to discuss these concerns. The parties shall meet promptly but not later than thirty (30) days after the Union has advised the Employer. This will not delay the implementation of the finalized job descriptions or class specifications.
4. Either party may request a classification review in accordance with the classification review guidelines.
5. This Letter of Understanding shall expire at the conclusion of the current collective agreement (December 31, 2015) unless the parties mutually agree to renew it.