

LETTER OF UNDERSTANDING

between the

GIBSONS AND DISTRICT PUBLIC LIBRARY BOARD

and the

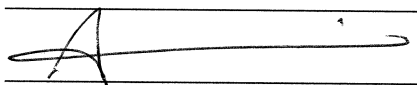
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391-01

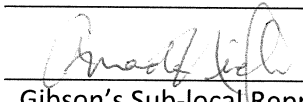
**RE: RENOVATION CLOSURE AUGUST 12 – 18, 2016**

1. This Letter of Understanding is without prejudice or precedence and pertains to the Library closure due to renovations occurring in August of 2016.
2. As this closure will affect the opportunity for staff to work currently scheduled hours, and the staff have expressed an interest in working make-up hours rather than having a temporary unpaid layoff, the Employer shall reschedule any regularly scheduled hours not worked during the renovation period of August 12-18th, 2016. There shall be no reduction in staffing hours prior to and after these dates.
3. Hours shall be scheduled between August 1<sup>st</sup>, 2016 and December 31st, 2016. Any hours not scheduled during this time shall be paid in full at straight time.
4. Article 17.02 of the Collective Agreement, Minimum Guarantee, shall apply to hours scheduled on days an Employee is not already scheduled.
5. Additional hours scheduled on days an employee is already working cannot exceed eight (8) hours in total.
6. Hours shall be scheduled according to the availability of the Employee.
7. Employees shall submit their availability on a weekly basis, one week before the schedule is to be posted.
8. The Employer may offer hours beyond the availability of the member. The Employee shall not be obliged to accept these hours, however if the hours are accepted then they shall be counted as hours rescheduled for the purposes of this Letter of Understanding. Hours offered beyond declared availability will be offered after first assigning hours to employees who have declared availability in that week.

9. In order to support the timely and orderly rescheduling of hours from the closure, Employees with hours to be rescheduled must submit availability for at least one (1) week per month. Employees who are on vacation for one week or more will be exempted from this requirement for the month during which they are away. Provided a member submits a minimum of eight (8) weeks availability in total, and/or the equivalent number of hours they are owed plus an additional four (4) hours of availability, any hours not rescheduled before December 31<sup>st</sup>, 2016, shall be paid in full at straight time.
10. Hours shall be offered on the basis of seniority and classification. A list of eligible Employees shall be created for the purposes of this Letter. Once a member has made up all lost hours, they will be removed from the list. No hours will be offered to Casual Employees or Employees no longer on the list, unless the availability of those remaining on the list has been exhausted.
11. Employees who wish to take vacation or leave without pay in lieu of having lost hours rescheduled, shall not be covered under the terms of this Letter, with the exception of the following:
12. Members who have requested or chosen to take vacation or leave without pay during the period of August 12<sup>th</sup>-18<sup>th</sup>, 2016 prior to the signing of this Letter of Understanding, shall be entitled to rescind their request. Therefore, for the purposes of this letter, Article 14.05 (e) of the Collective Agreement shall not apply.
13. These hours shall be treated as regular hours in the context of the Collective Agreement, other than any exceptions aforementioned in this Letter.
14. Any dispute between the parties arising from this Letter shall be resolved through the grievance process as outlined in the Collective Agreement.

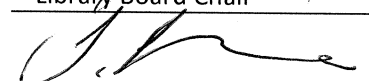
**FOR THE UNION**

\_\_\_\_\_  
  
\_\_\_\_\_  
President

\_\_\_\_\_  
  
\_\_\_\_\_  
Gibson's Sub-local Representative

**FOR THE EMPLOYER**

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\_\_\_\_\_  
Library Board Chair

\_\_\_\_\_  
  
\_\_\_\_\_  
Chief Librarian

On this Date: July 25, 2016