

# COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 391



AND

THE GIBSONS AND DISTRICT  
PUBLIC LIBRARY BOARD



JANUARY 1, 2022- DECEMBER 31, 2025

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The Parties to this Agreement are:

**The Gibsons and District Public Library Board**

The "Employer"

-and-

**Canadian Union of Public Employees, Local 391 - Gibsons Library Workers**

The "Union"

## **Article 1 Purposes and Coverage**

### **1.01 Purposes**

The purposes of this Agreement are to:

- (a) maintain and improve harmonious relations between the Parties;
- (b) establish and maintain the terms and conditions of employment for members of the bargaining unit;
- (c) provide an orderly procedure for the resolution of differences between the Employer and employees;
- (d) encourage efficiency in operations;
- (e) promote the morale, well-being and security of all the employees.

### **1.02 Collective Agreement Coverage**

This Agreement is binding on the Employer, the Union, and all employees of the Employer.

## **Article 2 Definitions**

### **2.01 Definitions**

- (a) Employee: a person who is an employee as defined in the Labour Relations Code of B.C.
- (b) Probationary Employee: a person serving the probationary period.
- (c) Regular Employee: a person employed on a full-time or part-time basis,

which has successfully completed probation and who is employed on a regular and continuing basis.

- (d) Casual Employee: a person employed from time-to-time on a day-to-day basis.
- (e) Temporary Employee: a person employed on a full-time or part-time basis, who has successfully completed probation; and who is employed for a specified period of time, or for specific work or purpose, or a combination thereof for a maximum period of six (6) months unless replacing an employee on leave.
- (f) Day: means a calendar day unless otherwise specified.
- (g) Promotion: is the movement of an employee to a classification with a higher maximum rate of pay.
- (h) Transfer: is the movement of an employee to a classification with the same maximum rate of pay.
- (i) Demotion: is the movement of an employee to a classification with a lower maximum rate of pay.
- (j) Layoff: is an employer initiated temporary or indefinite cessation of active employment of an employee or a reduction of more than twenty percent (20%) in the regular hours of work of an employee.
- (k) Immediate Family: spouse, child, parent, parent-in-law, guardian, sibling, grandchild, grandparent, or any person who lives with the employee as a member of the employee's family.
- (l) Nibling: a gender-inclusive term used to refer to the child of one's sibling as a replacement for a niece or nephew.

## **Article 3 Union Recognition**

### **3.01 Exclusive Bargaining Agent**

- (a) The Employer recognizes the Canadian Union of Public Employees Local 391 – Gibsons Library Workers as the exclusive bargaining agent for all of its employees, to whom the Certification issued by the Labour Relations Board applies, save and except those excluded by agreement of the Parties, or by the Labour Relations Board.
- (b) The Employer agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship



between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Exclusions**

Exclusions shall be based on the definition of "employee" in the Labour Relations Code and as may be agreed by the Parties, or determined by the Labour Relations Board. The Library Director shall be excluded from the bargaining unit.

### **3.03 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer, which may conflict with the terms of this Collective Agreement.

### **3.04 Union Membership**

Newly hired bargaining unit employees shall become members of the Union within one pay period.

## **Article 4 Management Rights**

### **4.01 General**

- (a) The management, supervision, and control and direction of the Library and its operations and the work force, are vested exclusively in the Employer. Such activities shall not be contrary to the terms and conditions of this Collective Agreement.
- (b) The question of whether any management rights are limited by this Agreement shall be decided through the grievance procedure.

## **Article 5 Union Dues**

### **5.01 Deduction of Dues, Assessments, or Equivalent**

- (a) As a condition of employment, each employee shall provide the Employer with a signed written assignment of wages to the Union, authorizing the Employer to deduct the applicable Union dues (or equivalent), initiation fees and assessments.
- (b) Authorization forms shall be provided to the Employer by the Union.

The Employer shall provide the form to each new employee at the time of hire. A copy of the completed form shall be retained by the Employer and the original shall be sent to the Union by the Employer.

## **5.02 Union to Advise of Amounts**

The Union shall inform the Employer in writing, with a minimum of one (1) months' notice, of any change in the amount of regular dues and assessments to be deducted and the Employer shall deduct at the rate for which it has received most recent notice.

## **5.03 Remittance of Deductions to Union**

- (a) The Employer shall deduct the regular dues and assessments, or equivalent, and shall remit the amounts deducted to the Union by the 15th of the month following the month in which the deduction(s) has been made, with a written statement containing the names of employees from whom deductions were made and the amount from each.
- (b) The Union agrees to indemnify and save the Employer harmless from any claims which may arise in complying with the provisions of this Article.

## **5.04 Reporting Union Deductions**

All Union dues deducted in the year shall be reported on the employee's T-4 Form for income tax purposes.

# **Article 6 Labour-Management Relations**

## **6.01 Representation**

- (a) No employee or group of employees shall undertake to represent the Union or its members without proper authorization from the Union.
- (b) The Union shall provide the Employer and keep current, in writing, the names of the officers, stewards, and authorized committee members.
- (c) If requested, the Employer shall provide the Union and keep current, in writing, the names of the individuals with whom the Union may be required to transact business.

## **6.02 Advisers and Assistance**

The Union and Employer shall each have the right at any time to have the assistance of advisers when dealing or negotiating with the other party.

## **6.03 Access to Premises**

The Employer agrees that access to its premises shall be granted to representatives of the Union when dealing with matters arising from this Collective Agreement. The Union representatives shall provide reasonable advance notice to the Employer of their intention and their purpose of entering and shall indicate the anticipated length of the visit. Permission shall be granted provided such visits shall not interfere with the operation of the Employer's business.

## **6.04 Joint Consultation**

### **(a) Joint Labour-Management Consultation Committee**

A Joint Labour-Management Consultation Committee shall be maintained, it shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. The Committee shall meet within five (5) days, upon the request of either Party.

### **(b) Purpose of Committee**

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

### **(c) Adjustment Plan**

- (1)** The provisions of Section 54 of the Labour Relations Code of B.C. apply.
- (2)** If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies, the Employer shall give written notice to the Union at least sixty (60) days before the change is to be effected.

- (3) After notice has been given, the Employer and the Union shall consult, as soon as reasonably possible, through the Joint Consultation Committee to endeavor to develop an adjustment plan.
  - (4) In addition, where a change described in this clause affects a small number of employees, the Employer shall make every effort to reassign the employees affected if possible.
- (d) Grievances Excluded

The Committee shall not deal with grievances.

## **Article 7 Dismissal, Discipline, Personnel Records**

### **7.01 Dismissal, Discipline**

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just cause or as provided in the Article dealing with probation.

### **7.02 Notification**

Any disciplinary action taken shall be documented and form part of the employee's personnel record. This written record of discipline, with reasons, shall be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and shall be copied to the Union. The employee may also respond in writing, and this response shall also be filed in the employee's personnel record.

### **7.03 Union Representation at Discipline or Dismissal Meeting**

When the Employer intends to interview an employee for disciplinary or dismissal purposes, the employee shall be so informed in advance, and advised that the employee has the right to have a Union representative present. The employee may, if the employee so wishes, be accompanied by a representative of the Union at such meeting provided this does not result in an undue or unreasonable delay of the meeting, discussion or action to be taken.

### **7.04 Employee Records**

- (a) There shall be a single personnel file for each employee.
- (b) Any letters of discipline or commendation shall not be entered into the file of that employee without the concerned employee being provided

with a copy. The Employer shall notify the employee when adding or removing any other document to the file.

- (c) An employee or the employee's designate shall have the right to examine the content of the file for that employee, in the presence of an excluded supervisor, at any reasonable time during normal office hours, upon twenty- four (24) hours notice to the Employer. At the request of the employee, copies of any material in the file shall be provided at the employee's expense.
- (d) Any letters related to disciplinary issues that are two (2) years or more old shall be removed from the personnel files and reference shall not be made to them, provided that no documents relating to similar problems have been added to the personnel file during that period. The two (2) year time limit does not include any period that the employee:
  - (1) is on layoff pursuant to Article 11, or,
  - (2) is on an approved Leave of Absence under Articles 15 or 16 that exceeds fifteen (15) consecutive days, or,
  - (3) is on strike or is locked out.

## **7.05 Grievances Concerning Dismissal or Discipline**

An employee may grieve any disciplinary or dismissal action. A grievance concerning suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

## **7.06 Technical Information**

The Library and the Union agree to exchange such information as job descriptions, wage rates, sick leave usage and benefit plans relating to employees in the bargaining unit.

# **Article 8 Grievance Procedure**

## **8.01 Grievance Defined**

Any difference arising between the parties to this Agreement concerning the interpretation, application, operation, or any alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved without stoppage of work. An earnest effort shall be made to settle

the difference as provided in this Article.

## **8.02 Steps in the Grievance Procedure**

### **(a) Informal Discussion**

The employee and the Library Director shall meet and attempt to settle the concern. Either person may be accompanied by a representative. From the time this process is commenced, they shall have five (5) days to settle the concern. If the concern is settled to the satisfaction of the employee, this ends the matter.

### **(b) Step 1**

If no settlement is reached in the informal discussion, and if the Union decides to proceed with a grievance, the grievance shall be stated in writing, identified as a grievance, and submitted to the Library Director. The employee, the employee's Union representative(s), and the Library Director shall meet and attempt to settle the grievance. The written grievance shall indicate the alleged breach of the Agreement and the proposed resolution.

The Library Director may be accompanied by a representative(s). From the time this step is commenced, they shall have ten (10) days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

### **(c) Step 2**

If no settlement is reached at Step 1, either of the Parties to this agreement may advance the grievance to Step 2. The grievance shall be discussed by the grievor(s), a grievance committee of the Employer, and a grievance committee of the Union. Each Party may have additional persons present. From the time this step is commenced they shall have fourteen (14) days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

Prior to proceeding to arbitration under Step 3, the Union may discuss the grievance with a member of the Board designated by the Board for this purpose. The Library Directory shall be present at this discussion. In addition, the Board designate may have additional persons present at this discussion.

(d) Step 3 - Arbitration

- (1) If a grievance is not settled at Step 2, the Party initiating the grievance may submit it to arbitration within twenty-one (21) days of its receipt of the final written Step 2 response from the other Party, or within twenty-one (21) days of the end of the period allotted to Step 2 when no such response is received. All notifications for arbitration shall be in writing.
- (2) When a notification for arbitration has been given, the Parties shall have ten (10) days from receipt of the notification to jointly appoint the single arbitrator to whom the matter shall be submitted. If they cannot agree, either Party may within a further ten (10) days request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

### **8.03 Initiating and/or Advancing Grievance**

- (a) Any grievance must be initiated at the informal step or at the specifically stated step within twenty-one (21) calendar days of the time the matter arose, or of when the grievor should have reasonably become aware of the matter arising.
- (b) If advancing an unsettled grievance to the next step of the Grievance Procedure, this must be done, in writing, within fourteen (14) days of the end of the period allotted to the step from which the next step in the grievance procedure is taken.

### **8.04 Code Applies, Powers of Arbitration Board**

- (a) The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.
- (b) An arbitration board shall not have the power to change, modify, or alter this Agreement in any respect.

### **8.05 Disagreement on Arbitration Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

### **8.06 Expenses of Arbitration Shared**

The expenses and compensation of the Arbitrator shall be shared equally between the parties.

## **8.07 Time Limits**

The time limits established in this Article are mandatory and may not be varied without the mutual consent of the Union and the Employer in writing.

## **8.08 Policy Grievance, Employer Grievance**

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees, or the Union or the Employer has a grievance, such dispute or grievance shall be initiated at Step 2.

# **Article 9 Seniority**

## **9.01 Calculation of Seniority**

- (a) Seniority means an employee's length of service with the Employer measured in hours paid, excluding overtime.
- (b) Seniority shall accrue while an employee is on pregnancy and parental leave (including adoption), WCB, and Union leave and unpaid leave of absence of less than twenty (20) days.
- (c) Seniority shall operate on a bargaining-unit-wide basis.

## **9.02 Seniority Lists**

The Employer shall maintain a seniority list showing seniority accumulated, and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in January, April, July, and October of each year. The lists shall be deemed to be correct unless objection is made within ten (10) days of the date of posting.

## **9.03 Loss of Seniority and Employment**

An employee shall lose all seniority and shall no longer be an employee when the employee:

- (a) is discharged for just cause;
- (b) resigns;



- (c) is on layoff and recall rights expire;
- (d) fails to accept a recall or to report after a layoff; as provided in the section dealing with recall;
- (e) is absent from work in excess of three consecutive working days of that employee, without permission and without reasonable cause;
- (f) has been on workers compensation, off work, for two (2) continuous years, and WCB has indicated that the employee is totally disabled.

## **Article 10 Staffing and Staff Changes**

### **10.01 Advising Union of Changes**

The Employer shall advise the Union of all changes to staff and staffing in writing.

### **10.02 Probation**

- (a) A newly hired regular employee shall be a probationary employee for the first sixty (60) shifts actually worked, or five (5) months, whichever occurs first. Temporary employees shall be on probation for the first forty-five (45) shifts actually worked as a temporary employee in one (1) or more appointments in the same classification within a moving twenty-four (24) consecutive month period, in accordance with section (c) below. Seniority shall be determined for regular and casual employees in accord with the article "Seniority" in this Collective Agreement.
- (b) It is recognized and understood that a lesser standard applies to all probationary employees, and that the purpose of probation is to determine the employee's suitability for the position and for service or continued service with the Employer. The employee may be terminated at any time during the probationary period, without notice, and such a decision is grievable.
- (c) Upon successful completion of probation;
  - (1) An employee hired as a regular employee shall be a regular employee;

- (2) An employee hired as a temporary employee shall be a temporary employee for the balance of each temporary assignment. The employment of a temporary employee shall be terminated at the end of each temporary assignment. Temporary employees who do not complete probation in one (1) temporary assignment and who are rehired in the same classification within twelve (12) months may carry over their shifts actually worked in their last temporary assignment towards completion of probation, provided that probation must be completed in the same classification within a moving twenty-four (24) consecutive month period. Temporary employees who complete probation in the same classification over a moving twenty-four (24) consecutive month period, and who are subsequently rehired as a temporary employee in the same classification, shall not be required to serve a new probation period. If the employee is re-hired as a temporary employee in a different classification, the employee shall serve a new probation period of forty-five (45) shifts in the new classification.

### **10.03 Posting and Filling Vacancies**

- (a) When the Employer wishes to fill a vacancy in the bargaining unit for a regular position, or for a temporary position which is expected to be longer than three (3) months, the Employer shall post notice of the vacancy on the bulletin board for seven (7) days so that all employees may be made aware and may apply.
- (b) Such notice shall contain, but need not be limited to, the following information:
- qualifications required;
  - skill, knowledge, ability, and experience required;
  - current rate of pay;
  - current hours and days of work;
  - whether the position is regular or temporary;
  - deadline for applications;
  - In the case of temporary assignments, the expected length of such assignment {subject to change}.

### **10.04 Selection**

- (a) In filling vacancies posted and when transferring employees, qualifications, experience, skill, and ability shall be the primary considerations. The qualifications, experience, skill and ability established by the Employer shall reflect bona fide job requirements. When the qualifications, experience, skill, and ability of two (2) or more

applicants are relatively equal, seniority shall be considered and shall be the determining factor.

- (b) A qualified employee who applies for a job shall be interviewed.
- (c) Casual and actively employed temporary employees (i.e. those temporary employees who are actively employed at the date the posting is filled), who apply for a posted regular employee position, shall be considered as accumulating seniority from the date of hire as a casual, or from their last (current) date of hire as a temporary.
- (d) The seniority of casual and actively employed temporary employees shall only be recognized in accordance with this Article 10.04.
- (e) Seniority of candidates shall be calculated as of the date of closing for a position.

### **10.05 Trial Period**

- (a) If a regular employee is appointed (whether by promotion, demotion or transfer) to fill a position, the employee shall be placed on trial in the new position for a period of sixty (60) shifts worked, or four (4) months, whichever occurs first. Conditional on satisfactory service and suitability for the position, the employee shall be considered permanent in the new position upon completion of that trial period.
- (b) During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, except in the case of disciplinary demotion the employee shall be returned to the employee's former position. However, if the trial period results from bumping the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment, shall also be returned to the employee's former position, and any employee who may have been hired shall be terminated without notice.

### **10.06 Temporary Assignments**

Regular employees who accept temporary positions shall be returned to their previous positions at the end of the temporary assignment.

## **Article 11 Layoff and Recall**

### **11.01 Layoff and Layoff Order**

When it is necessary to reduce staff the order of layoff shall be in reverse order of bargaining-unit seniority, provided that the employees to be retained in employment have the qualifications, experience, skill and ability to perform the work that remains after a brief period of familiarization.

### **11.02 Layoff Notice**

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) One (1) week's notice after three (3) consecutive months of employment; or
- (b) Two (2) week's notice after twelve (12) consecutive months of employment; or
- (c) Three (3) week's notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) week's notice.

### **11.03 Bumping Rights**

An employee who has been given layoff notice, instead of being laid off may bump an employee in a classification with the same or a lower maximum rate of pay and who has less seniority. The employee exercising the bump must do so within three (3) days of having received the layoff notice and must be qualified to perform the job into which the employee is bumping.

### **11.04 Recall-to-Employment**

- (a) A regular employee who has successfully completed probation, who has been employed for less than six (6) months, and who has been laid-off shall have recall-to-employment rights for six (6) months from the effective date of the layoff. If the regular employee has been employed for six (6) months or more, the recall-to-employment rights shall be for one (1) year from the effective date of the layoff.
- (b) During that period, such employee shall have the right to be recalled,

in the order of seniority, to a vacant regular position with the Employer in the classification from which laid off, or a vacant regular position in a classification with the same or lower maximum rate of pay, which the employee must be qualified to perform. Recall is to a position with the same or fewer hours of work as being worked when laid off.

### **11.05 Recall Procedure**

- (a) It shall be the responsibility of the laid off employee with recall-to-employment rights to keep the Employer informed of the employee's current postal address. Laid off employees who have complied with the foregoing procedure and who are being recalled, shall be notified by the Employer, either personally or by personal telephone conversation (or by certified mail at their last known address if not able to contact personally or by telephone) of the date on which they are to report to work.
- (b) The employee shall indicate acceptance or rejection of the recall, to the Employer, within twenty-four (24) hours of being notified, If the employee rejects the recall, or if the employee fails to report for work and the reporting date is at least fourteen (14) days later than the date of notification (unless because of illness or other just cause), the employee loses all recall rights.
- (c) Notwithstanding the above, if the recall is to a position that is in a lower paid classification and/or has fewer hours, the employee may:
  - (1) decline without losing recall rights;
  - (2) accept and retain recall rights.

### **11.06 Grievances Concerning Lay-offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **Article 12 Hours of Work and Overtime**

### **12.01 Work Week Defined**

The work week shall commence at 12:01 am Monday.

## 12.02 Regular Day and Week - Full-time, Part-time

- (a) The normal workday for a full-time employee shall be seven (7) hours, plus an unpaid meal period. The normal workweek for a full-time employee shall be thirty-five (35) hours exclusive of meal periods.
- (b) The normal work pattern for a full-time employee shall provide five (5) consecutive workdays followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same workweek.
- (c) A part-time employee is one who has an assignment of fewer assigned hours per day and/or per week than a full-time employee.
- (d) The normal work pattern for a part-time regular or part-time temporary employee shall provide for at least two (2) consecutive days off.
- (e) Regular employees and probationary employees hired to fill a regular position who feel that Sunday work would violate their religious principles or feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays.

## 12.03 Meal Period

An employee who is on duty for more than five (5) hours on a day is entitled to an unpaid meal period of thirty (30) minutes, which shall be scheduled at an appropriate time. Such meal period shall not be included in calculating regular work hours.

## 12.04 Rest Breaks

Each employee shall have a fifteen (15) minute rest break at the employee's work site scheduled in each of the first half and the second half of a full shift. The time for such breaks shall be included as part of the regular hours of work.

Shift	Rest Break	Meal Break
4-5 hours	15 mins	n/a
5.25 -6.25 hours	15 mins	30 mins (unpaid)
6.5 hours and over	2 times 15 mins	30 mins (unpaid)

## **12.05 Change of Shifts**

- (a) The Employer shall attempt to provide twenty-four (24) hours notice to employees, of change of start time. (This does not apply to initial establishment of start time).
- (b) Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of a premium (at overtime rates) for any hours worked during such normal rest period.

## **12.06 Overtime and Overtime Rates**

- (a) Overtime shall be paid for all time worked in excess of the normal full-time day [seven (7) hours], or normal full-time week [thirty-five (35) hours]. Normally, overtime must be authorized by the Employer in advance.
- (b) Employees who work overtime shall be paid at the rate of one-and-one-half times (1 ½ x) the employee's basic rate for the first four hours of overtime in a day, and two times (2 x) the employee's basic rate thereafter.

## **12.07 Pay for Work on Sundays**

Employees hired between May 15, 2002 and February 20, 2011 shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on Sundays. No Sunday premium shall be paid to employees hired after February 20, 2011.

## **12.08 Time Off in Lieu**

- (a) An employee who works overtime may choose to be paid, or when submitting the overtime pay slip may request compensatory time off equivalent to the overtime pay. Such compensatory time-off must be taken normally within six (6) months of the date the overtime was worked and at a time mutually agreed by the employee and the Library Director.
- (b) The maximum accumulation of compensatory time is the number of hours normally worked by that employee in a week and is payable at the rate at which the time was earned.
- (c) Any unused compensatory time shall be paid out, at the rate at which earned, to an employee who leaves the employ of the Employer.

## **12.09 Call-In Shifts**

Call in shifts shall be equitably distributed among qualified employees subject to employee availability at time of scheduling.

## **12.10 Work Schedules**

The Employer shall post a weekly work schedule at least one (1) week in advance.

## **12.11 Casual Availability**

Except in cases where the employee is unavailable as a result of bona fide illness or injury (proof of illness or injury satisfactory to the Employer may be required), casual employees, who refuse three (3) consecutive shift offerings, shall be removed from the casual employee list, unless they have provided written notice to the Library Director that they will not be available. Casual employees who do not perform any work for the Employer in any four (4) consecutive month period may, at the Employer's discretion, be removed from the casual employee list.

## **12.12 Off Duty Requirements**

- a) Employees, who are required by the Employer, during their off-duty hours, to perform any work-related duties, shall be paid at the overtime rate for so doing.
- b) Employees, who are required by the Employer to monitor employees who are working alone during their off-duty hours, shall be paid at the applicable overtime rate for the time in which they actually perform such work.
- c) Attendance at a security alarm shall be considered a call out and applicable overtime rates shall apply for a minimum of one hour

## **12.13 Monitoring of Employees Working Alone**

Employees, who are required by the Employer to monitor employees who are working alone during their off duty hours, shall be paid at their applicable straight- time rate for a maximum fifteen (15) minutes for each day in which they actually perform such work. This work shall not be considered as time worked for the purpose of determining whether overtime rates apply.



## **12.14 Flexible Scheduling**

The parties agree that notwithstanding Article 12, employees other than regularly forward-facing customer service front counter staff may request to flex their schedule without impacting Article 12. Such request shall be made to the Library Director for authorization and subject to operational requirements. Such authorization will not be unreasonably denied. The request and authorization will be in writing and copied to the Union. It is understood the intent is not to avoid overtime nor increase or decrease the anticipated weekly scheduled hours or work of an individual.

## **Article 13 General Holidays**

### **13.01 Definition**

For the purpose of this Agreement, the following shall be general holidays:

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

And any other day proclaimed by the federal or provincial governments as a general holiday.

### **13.02 Pay for General Holidays**

- (a) An employee is eligible for a general holiday and general holiday pay after thirty (30) days of employment.
- (b) An eligible employee shall be given a day off with pay for each general holiday listed in this Article.
- (c) The pay for the general holiday shall be determined as follows:
  - (1) for an employee who has a regular schedule of hours with the same number of hours each day on which the employee works, and who has been paid for at least fifteen (15) of the last thirty (30) days before the general holiday, the same amount as if the employee had worked regular hours on the day off;
  - (2) for an employee who does not have a regular schedule of hours or who has a schedule with a different number of hours on

different days, and who has been paid for at least fifteen (15) of the last thirty (30) days before the general holiday, by dividing the employee's total wages (excluding overtime wages) for the thirty (30) day period by the number of days worked;

(3) for an employee who has been paid for fourteen (14) or fewer of the last thirty (30) days before a general holiday, by dividing the employee's total wages (excluding overtime wages) for the thirty (30) day period by fifteen (15).

(d) If a general holiday falls on or is observed on a day that an eligible temporary, probationary, or regular employee is not scheduled to work, and the employee normally is scheduled to work four (4) or five (5) days each week, such employee may elect to receive an additional day off without pay, in addition to the general holiday pay received. This day off shall be taken on the employee's working day immediately following the general holiday, or on another day mutually determined by the employee and the Library Director.

### **13.03 Payment for Working on a General Holiday**

An employee who works on a general holiday shall be paid at time and one-half (1½) the employee's regular rate for the time worked. This payment is in addition to the employee being given a working day off with pay (the pay determined in accordance with this Article). The working day off with pay shall be mutually determined by the employee and the Library Director.

### **13.04 General Holiday During Annual Vacation: Regular Employees**

A general holiday which falls during a regular employee's annual vacation shall not count as part of the annual vacation.

## **Article 14 Annual Vacations**

### **14.01 Definitions**

For purposes of this Article:

(a) "Calendar Year" and "Vacation year" means the year from January 1 to December-31.

(b) "Week" means the individual employee's regular work week.

### **14.02 Basis of Calculations**

Annual vacations shall be based on the calendar year, and on continuous service with the employer since the last date of hire.

### **14.03 Entitlement and Taking Annual Vacation Time-Regular Employees**

- (a) Regular employees shall be entitled to and shall take annual vacations on the following basis:
  - (1) In each of the first (1<sup>st</sup>) to fifth (5<sup>th</sup>) calendar years of service: three (3) weeks, pro-rated for the first (1<sup>st</sup>) calendar year
  - (2) In each of the sixth (6<sup>th</sup>) to eleventh (11<sup>th</sup>) calendar years of service: four (4) weeks
  - (3) In each of the twelfth (12<sup>th</sup>) to sixteenth (16<sup>th</sup>) calendar years of service: five (5) weeks
  - (4) In the seventeenth (17<sup>th</sup>) and each subsequent calendar year of service: six (6) weeks.
- (b) The annual vacation time entitlement shall be prorated for calendar years in which the employee works less than a full year.
- (c) Annual vacation time shall be taken during the calendar year in which it is being earned, except that employees may defer up to one (1) week per year to a maximum accumulation of two (2) weeks in total.
- (d) A regular employee shall be entitled to take annual vacation in an unbroken period unless otherwise mutually agreed by the employee and the Employer. Normally, vacations shall be taken in blocks of complete weeks. Annual vacation can be taken on the basis of one (1) or more days at a time if there is less than one (1) week of vacation remaining, or by arrangement between the employee and the Employer.
- (e) Vacation time shall not be taken during probation.

### **14.04 Vacation Pay –Regular Employees**

- (a) An employee on vacation shall receive pay for regular hours as if the employee was at work.
- (b) As soon as is practicable following the end of each vacation year, or on the separation of a regular employee, an adjustment shall be

made to the pay of the regular employee so that the pay for annual vacation for that vacation year is two percent (2%) of gross earnings in that vacation year for each week of entitlement. Unearned vacation pay paid shall be recovered.

- (c) The amount payable for the year shall be reduced by the amount necessary to provide pay for the period carried over to the following vacation year, and this amount shall be set aside and shall be paid for the carried-over vacation time when it is taken.

#### **14.05 Vacation Scheduling - Regular Employees**

- (a) On or before April 1st of each calendar year, regular employees shall submit their requests for annual vacation dates.
- (b) A list shall be posted on which each regular employee shall indicate that employee's choice of vacation dates.
- (c) If two or more employees cannot be granted the same vacation dates, the employees involved shall attempt to determine which employee(s) shall be scheduled for those dates and if the matter cannot be resolved, the vacation shall be scheduled based on seniority.
- (d) A final vacation schedule, as approved by the Employer, shall be posted by April 15th.
- (e) Approved vacation dates shall not be changed except by mutual agreement of the Employer and the employee involved.
- (f) Vacation time not scheduled, upon the request of the employee can be taken on a first-come first-served basis, subject to the approval of the Employer.
- (g) All vacation time, which is not deferred, shall be taken during the calendar year, and if not scheduled by September 30th, the Employer shall schedule the vacation time which shall be taken before December 31st.

#### **14.06 Vacation Pay and Time -All Other Employees**

All Temporary Employees (including those on probation) and Casual Employees with less than five (5) years of service shall be paid four percent (4%) of gross earnings on each pay cheque as annual vacation pay. All Temporary and Casual Employees with five (5) or more years of service shall be paid six percent (6%) of gross earnings on each pay cheque as annual vacation pay. Temporary Employees who work for

continuous periods in excess of six (6) months may take vacation time up to three (3) calendar weeks each calendar year, without additional pay.

#### **14.07 Vacation Pay in Year of Retirement**

Employees with ten (10) or more years of current service, who resign at age sixty (60) or more, shall be entitled to vacation and vacation pay for the full year in which the resignation occurs.

### **Article 15 Health Leave**

#### **15.01 Health Leave Defined**

**Health Leave** is defined as leave of absence without loss of pay granted by the Employer to a regular employee who is unable to work because of illness or non-compensable accident.

#### **15.02 Health Leave Amount, Advance**

- (a) The following provisions apply to regular employees who normally and regularly work twenty (20) or more hours per week:
  - (1) Health leave entitlement shall be four-point seven five percent (4.75%) of the regular hours paid to the employee [maximum eighty-five (85) hours.
  - (2) Unused health leave days shall accrue from calendar year to calendar year to a maximum of eighty-five (85) hours
  - (3) Weekly Indemnity Plan:
    - i. The Employer shall pay one hundred percent (100%) of the premium cost for an insured Weekly Indemnity Plan (WI) for regular employees who normally and regularly work twenty (20) or more hours per week.
    - ii. Eligible employees shall be covered by the WI Plan on the first (1<sup>st</sup>) day of the month following completion of probation.
    - iii. WI Plan benefits shall be payable on the first (1<sup>st</sup>) day for accident or hospitalization and on the fifth (5<sup>th</sup>) day for illness, at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's normal weekly earnings, to a maximum of eight hundred dollars (\$800.00) per week, for a maximum period up to twenty-six (26) weeks.

- iv. The Employer's sole responsibility shall be to pay the Weekly Indemnity Plan premiums. Adjudication of WI claims is the Plan Carrier's responsibility, and the terms of the Carrier's plan shall apply in all respects, save and except the description of Plan eligibility and benefits set out above.
- (b) The following provisions apply to regular employees who normally and regularly work less than twenty (20) hours per week.
- 1) Regular employees covered by this section [15.02(b)], shall be granted health leave entitlement of seven percent (7%) of the regular hours paid to the employee. The entitlement shall be usable for health leave. The hours of leave without loss of pay for a calendar year may be advanced (recoverable) to an employee.
  - 2) Unused health leave earned under this section [15.02(b)], may be accumulated to a maximum of six hundred and thirty (630) hours.

### **15.03 Casual Health Leave**

Casual or non-regular employees are entitled to employer-paid health leave per the Employment Standards Act of B.C.

### **15.04 Medical Certificate**

- (a) The Employer may request a certificate from a qualified medical practitioner confirming inability to work because of illness or accident or disability of five (5) days or more.
- (b) The Employer may request a certificate from a qualified medical practitioner confirming fitness to return to work following an illness or accident or disability. The Employer shall not request such a certificate for absences of less than one (1) month except where the Employer has reasonable cause for concern that an employee is not fit to return to work.
- (c) Any cost of the certificates shall be paid by the Employer.

## **15.05 Sick Leave Records**

Sick leave records shall be kept by the Employer. Each January, each regular employee shall be advised of that employee's sick leave entitlement as of the end of the previous calendar year.

## **Article 16 Leaves of Absence**

### **16.01 Leave for Union Business**

#### **(a) General Condition**

Leaves of absence without pay for Union business as described in this Section, shall be granted provided reasonable advance notice is given of the dates and duration of such leave. They shall be granted subject to operational requirements and shall not be unreasonably withheld.

#### **(b) Short-term Leave Without Pay**

- (1) Official representatives of the Union may be granted leave of absence without pay to attend Union conventions or to perform other functions on behalf of the Union and its affiliates, provided not more than two (2) employees shall be away at any one (1) time.
- (2) To facilitate the administration of this clause, when short-term leave without pay is granted, the employee shall continue to be paid as if at work and the Union shall reimburse the Employer for salary and benefit costs (including vacation pay and general holiday pay) upon receipt of an invoice. The Union may request that this arrangement not be carried out in any specific case.

#### **(c) Long-term Leave Without Pay**

An employee who obtains a full-time position with the Union or anybody with which the union is affiliated, may be granted leave of absence without pay for a period up to one (1) year, and which may be renewed each year, on request, during the employee's term of office.

#### **(d) Leave Without Loss of Pay**

- (1) Representatives of the Union shall be granted leave of absence without loss of pay when required to leave work temporarily to deal with the Employer with respect to a grievance or with

meetings of joint committees established by agreement of the Union and the Employer.

- (2) Up to two (2) representatives of the Union shall be granted leave of absence without loss of pay when required to leave work temporarily to meet with the Employer for collective bargaining.

## **16.02 Bereavement Leave**

- a) In the event of death in a regular or temporary employee's immediate family or sibling (niece/nephew), the employee, upon notifying the Library Director, shall be granted a leave of absence without loss of pay, for up to three (3) workdays.
- b) In the case of the death of a spouse or child, bereavement leave would be granted for a period not to exceed five (5) working days without loss of pay.
- c) Where the death occurs outside the Province, the employee may apply for up to an additional two (2) working days of leave without loss of pay.

## **16.03 Mourners' Leave**

Subject to the operational requirements of the Library, leave of absence to attend a service as a mourner shall be granted without loss of pay. Such leave shall be up to one (1) day for a service. Mourner's leave shall not result in an extension of Bereavement Leave.

## **16.04 General Leave**

Notwithstanding any other provision for leave in this Agreement, the Employer, considering the operational requirements of the Library, may grant leave of absence to an employee requesting such leave for good and sufficient cause, without pay or without loss of pay. Normally, such requests shall be in writing.

## **16.05 Jury Duty/Witnesses (Regular and Temporary Employees)**

The Employer shall grant leave of absence without loss of pay to an employee, if the employee is not personally involved in the case, who is required by subpoena to serve as juror or Crown witness in any court. The employee shall hand over to the Employer any payments received for jury or witness service, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and of the amount



received.

### **16.06 Maternity Leave, Parental Leave (including Adoption)**

- (a) The maternity leave and parental leave provisions (including adoption) of the Employment Standards Act of B.C. shall apply.
- (b) An employee shall be granted, upon written request, two (2) consecutive days of leave without loss of pay to attend the birth of the partner's child, or to include the day of arrival of a child for adoption.

### **16.07 Leave to Write Examinations**

The Employer, considering its operational requirements, may grant leave of absence without loss of pay to a regular employee who has successfully completed probation, to enable the employee to write examinations for courses approved by the Employer.

### **16.08 Family Responsibility Leave**

- (a) An employee shall be entitled to up to two (2) days of leave-with pay and three (3) days without pay during each calendar year non-cumulative, after notifying the employee's supervisor, to meet responsibilities related to:
  - (1) the care, health or education of a child in the employee's care; or
  - (2) the care or health of any other member of the employee's immediate family.
- (b) In the case of illness of a member of the employee's immediate family, where no one else at the employee's home other than the employee can provide for the needs of the ill person, the employee, after notifying the employee's supervisor, shall be granted leave of up to five (5) consecutive calendar days without loss of pay for this purpose. Such leave may be granted more than once within a calendar year. Such leave is to be deducted from the employee's sick leave entitlement and shall be granted to the extent that such sick leave is available.
- (c) The Employer may require the employee to provide a certificate, the cost of which shall be paid by the employee, from a qualified medical practitioner confirming the illness of a member of the employee's immediate family and an estimate of the period that home care is required.

## **16.09 Compassionate Care Leave**

To request compassionate care leave, an employee must provide a medical certificate as proof that the family member needs care or support (and is at risk of dying within twenty-six (26) weeks.)

The Employer shall grant a leave of absence without pay for a maximum of eight (8) weeks within a twenty-six (26) week period to allow an employee to provide care or support to a gravely ill family member, as defined in Article 2.01 (k).

## **16.10 Domestic or Sexual Violence Leave**

The Employer and Union recognize that employees sometimes face situations of violence or abuse in their personal life. The domestic or sexual violence provisions of the Employment Standards Act of B.C shall apply.

## **Article 17 Payment of Wages**

### **17.01 Schedule of Rates, Pay Days**

- (a) The Employer shall pay wages in accordance with Schedule A attached and forming part of this Agreement
- (b) Employees shall be paid biweekly.
- (c) On each payday each employee shall be provided with an itemized statement of wages, deductions, etc.

### **17.02 Minimum Guarantee**

- (a) An employee who reports for work on a shift shall be paid for a minimum of two (2) hours at the employee's regular basic rate of pay, unless the employee's condition is such that the employee cannot perform the employee's duties, or the employee has failed to comply with the Regulations under the Workers' Compensation Act.
- (b) An employee who reports for work on a shift and who commences work shall be paid the employee's regular basic rate of pay, with a minimum of four (4) hours pay, unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the employer.
- (c) The minimum guarantee shall be reduced from four (4) hours to two

(2) hours for employees attending staff meetings and/or in-house training sessions to a maximum of four (4) occasions per employee per year. This subsection shall not apply on Sundays or General Holidays.

### **17.03 Acting Temporary Capacity**

When an employee is temporarily required to perform the principal higher-level duties of a position in a higher paying classification, the employee shall be paid for the time worked in the position as if promoted to it. If the temporary assignment is to a position in a lower classification, the employee shall continue to be paid at the employee's regular rate.

### **17.04 Rate of Pay on Promotion, Transfer, Demotion**

- (a) An employee who is promoted shall be placed on the same step of the higher scale.
- (b) An employee who is transferred shall not change pay rate.
- (c) An employee who is demoted shall be placed on the step of the new scale that results in the smallest salary decrease.

## **Article 18 Job Classification and Reclassification**

### **18.01 Classifications and Reclassification**

- (a) The classifications shall be as listed in Schedule A.
- (b) Classifications may be eliminated only by mutual agreement of the Parties.

### **18.02 New and Changed Classifications**

- (a) The Employer shall prepare Classification Descriptions for each classification in Schedule A. A copy of each of the Descriptions, and any changes made thereto from time to time, shall be provided to the Union.
- (b) If a new classification is established by the Employer, or if a substantial change is made to any existing Description, the rate and Classification Description shall be established by the Employer and the Union shall be advised. If the Union objects to the new rate, in writing, within thirty (30) days, the parties shall meet to negotiate the rate. If the parties cannot agree on the rate, the rate shall be

determined by an Arbitration Board established as provided in the Grievance Procedure Article in this Agreement.

## **Article 19 Employee Benefits**

### **19.01 General**

All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurability's are not arbitrable and must be directed by the employee to the insurer.

- (a) Effective July 1, 2019
  - increased the chiropractic and naturopath combined calendar maximum to \$850
  - increased the massage practitioner and physiotherapist combined calendar year maximum to \$850

### **19.02 Coverage, Premiums, and Plans**

- (a) The Employer agrees to make available through an insurance carrier, the following benefits, to each regular employee who works twenty (20) hours per week or more.
- (b) The insurance carriers shall not be changed without the consent of the Union. The Employer, unilaterally, shall not decrease the coverage in the plans.
- (c) The Employer shall pay eighty percent (80%) of the premiums for the Health and Welfare Plans in this Section, and the employee shall pay the balance.
  - (1) Medical Services Plan of B.C.
    - i. Participation is voluntary.
  - (2) Extended Health Benefits
    - i. Plan includes Vision Care coverage to maximum of five hundred dollars (\$500) every twenty-four (24) months;
    - ii. Participation is a condition of employment to those

with Medical Services Plan of B.C. Coverage (if not covered elsewhere).

(3) Dental Expense

- i. Plan covers one hundred percent (100%) of Plan A Basic Preventative and Restorative Services.
- ii. Plan covers fifty percent (50%) of Plan 8-Major Restorative Services.
- iii. Plan covers fifty percent (50%) of Plan C-Orthodontics with lifetime maximum of five thousand dollars (\$5,000).
- iv. Participation is a condition of employment (if not covered elsewhere).

Regular employees who are not receiving benefits specified in Article 19.02 shall receive five-point seven five percent (6.25%) of their gross earnings on each pay cheque in lieu of these benefits.

### **19.03 Coverage and Premiums While on Leave**

- (a) Except as provided for in the Employment Standards Act, coverage for benefits in Article 19.02 of this Agreement cease if the employee is on leave without pay for more than one (1) complete calendar month [First (1<sup>st</sup>) day of the month to the last day of the month]. Coverage can be maintained if the employee pays the full premium costs in advance.
- (b) An employee on leave of absence because of illness or injury (including sick leave and leave while collecting Workers' Compensation benefits) shall be continued on the applicable benefits and on the applicable sharing basis, for a maximum of one (1) year, provided the employee's share of the premiums is paid in advance by the employee.

### **19.04 Municipal Pension Plan**

Employees shall participate in the Municipal Pension Plan as provided for by the Plan.

### **19.05 EI Rebate**

Any amount payable to an employee as the result of a rebate of EI premiums shall be applied to help meet the costs of the Employer for

benefits in this and other Articles.

## **Article 20 Job Security**

### **20.01 Contracting Out**

The Employer reserves the right to contract out work, providing such action does not result in the lay off or reduction of the regular hours of work of a regular employee, including any on probation.

### **20.02 Volunteers**

- (a) It is agreed volunteers have a role for the Library and are an important link to the community being served.
- (b) A volunteer is a person who performs tasks for the Library without receiving wages, benefits, or compensation of any kind.
- (c) Volunteers enhance and extend the services of the employees and are not employees of the Library.
- (d) The use of volunteers shall not result in the layoff or reduction of hours of employees in the bargaining unit, and no established position shall be left unfilled as the result of the use of volunteers.

## **Article 21 General**

### **21.01 No Strikes or Lockouts**

There shall be no strike or lockout during the term of this Agreement.

### **21.02 Plural or Feminine Terms**

Whenever the singular, plural, masculine or feminine is used in the Agreement, it shall be considered as if the other form has been used where the context so warrants.

### **21.03 Copies of Collective Agreement**

- (a) The Employer, as soon as practicable after execution of this Agreement, shall provide each member of the bargaining unit with a copy.
- (b) The Employer shall be responsible for preparing the Agreement, and

having it printed in a union shop. Costs of economical printing shall be shared equally between the Parties.

#### **21.04 Information to Prospective and New Employees**

- (a) The Employer shall acquaint each prospective employee with the fact that a Collective Agreement is in effect, and with the conditions set out in the Articles dealing with Union Recognition and Union Dues.
- (b) On commencing employment, the Employer shall introduce each new employee to the Shop Steward or Union President, who shall provide the new employee with a copy of the Collective Agreement.

#### **21.05 Picket Lines**

No employee, except in emergency conditions shall be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Labour Relations Code of British Columbia or the Labour Code of Canada. Failure to cross such a picket line shall not be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

#### **21.06 Effect of Legislation**

In the event that future legislation, proclamation or regulation invalidates any provision of this Agreement, all other provisions shall remain in effect for the term of this Agreement. New provisions to supersede provisions so affected shall be renegotiated at the request of either party.

#### **21.07 Job Related Professional Development**

- (a) When approved in writing in advance by the Employer, an employee enrolled in a professional development program or academic course which is directly related to their job, will be reimbursed in full for the cost of tuition and required textbooks upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.
- (b) Employees who receive reimbursement for a professional development program or academic course which is directly related to

their job will undertake to remain with the Employer for three (3) months from the date of the examination or repay to the employer the costs received for tuition and textbooks.

## **Article 22 Human Rights/Discrimination/Harassment**

### **22.01 General Principles**

- (a) The Parties agree to abide by the Human Rights Code of B.C.
- (b) The Union and the Employer are committed to having and promoting a work environment, which is free from any discrimination or harassment, including sexual harassment, as provided in the Human Rights Code of BC.
- (c) Harassment does not include actions occasioned through the exercising in good faith of the Employer's managerial/supervisory rights and responsibilities.
- (d) For purposes of this Agreement, Harassment includes bullying.

### **22.02 Dealing with Discrimination or Harassment**

- (a) Everyone at the worksite has a responsibility to report discrimination or harassment, immediately on becoming aware of it, to the Library Director or the Chair of the Library Board.
- (b) The Employer shall deal with situations of discrimination and harassment immediately and seriously on becoming aware of them, whether or not there has been a complaint.
- (c) The Employer and the Union agree to cooperate in a timely manner to resolve situations that involve or affect members of the bargaining unit
- (d) Discrimination and harassment, and intentional false allegations, may result in discipline up to and including dismissal.
- (e) The Parties and all those involved shall not disclose information about a complaint except as necessary to investigate the complaint, or to take disciplinary action, or as required by law.

### **22.03 Grievances**

Any discrimination or harassment complaint involving a member of the



bargaining unit can be dealt with using the grievance procedure in this Collective Agreement.

## **Article 23 Joint Occupational Health and Safety**

### **23.01 Composition**

There shall be a Joint Occupational Health and Safety Committee consisting of the Library Director, and a representative of employees in the bargaining unit elected by the Union.

### **23.02 Duties**

The general duties of the Occupational Health and Safety Committee shall be as directed by the Workers' Compensation Act and Regulations pursuant to it.

## **Article 24 Duration and Renewal**

### **24.01 Duration and Renewal**

This Agreement shall be binding and remain in effect from January 1, 2022 until December 31, 2025. It shall not terminate but continue in effect from year to year unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

### **24.02 Section 50(2) and 50(3) of Labour Code Excluded**

The parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby specifically excluded.

## SCHEDULE A

	01-Jan-22		01-Jan-23		01-Jan-24		01-Jan-25	
	1	2	1	2	1	2	1	2
Assistant Librarian	\$ 34.05	\$ 36.07	\$ 34.99	\$ 37.06	\$ 35.86	\$ 37.99	\$ 36.58	\$ 38.75
Reference and Technical Services Coordinator	\$ 32.74	\$ 34.75	\$ 33.64	\$ 35.71	\$ 34.48	\$ 36.60	\$ 35.17	\$ 37.33
Administrative Services Coordinator	\$ 30.16	\$ 32.05	\$ 30.99	\$ 32.93	\$ 31.76	\$ 33.75	\$ 32.40	\$ 34.43
Community Outreach Coordinator	\$ 29.62	\$ 31.64	\$ 30.43	\$ 32.51	\$ 31.19	\$ 33.32	\$ 31.81	\$ 33.99
Child and Youth Services Coordinator	\$ 29.62	\$ 31.64	\$ 30.43	\$ 32.51	\$ 31.19	\$ 33.32	\$ 31.81	\$ 33.99
Circulation Services Coordinator	\$ 28.90	\$ 30.87	\$ 29.69	\$ 31.72	\$ 30.43	\$ 32.51	\$ 31.04	\$ 33.16
Technical Assistant	\$ 28.90	\$ 30.87	\$ 29.69	\$ 31.72	\$ 30.43	\$ 32.51	\$ 31.04	\$ 33.16
Circulation Assistant	\$ 25.15	\$ 27.24	\$ 25.84	\$ 27.99	\$ 26.49	\$ 28.69	\$ 27.02	\$ 29.26

(a) General Wage increases:

Effective January 1, 2022

All wage rates in Schedule "A" shall be increased by two-point seven five percent (2.75%)

Effective January 1, 2023

All wage rates in Schedule "A" shall be increased by two-point seven five percent (2.75%)

Effective January 1, 2024

All wage rates in Schedule "A" shall be increased by two-point five percent (2.5%)

Effective January 1, 2025

All wage rates in Schedule "A" shall be Increased by two percent (2.0%)

**Note:** The rate in the first (1<sup>st</sup>) column each year is for Probationary Employees, Temporary Employees, and Casual Employees.

The rate in the second (2<sup>nd</sup>) column each year is for Temporary Employees who have completed one hundred and twenty (120) shifts in the same assignment and for Regular Employees.

Part-time Regular Employees who accept additional shifts will be paid at the rate in the second (2<sup>nd</sup>) column.

**LETTER OF UNDERSTANDING #1  
GRANT EMPLOYEES**

This Letter of Understanding is appended to and forms part of the 2022-2025 Collective Agreement between the parties and expires automatically with the expiry of that Agreement unless the parties renew this Letter and append it to the renewal agreement.

The Union and the Employer agree to the following conditions of employment for grant employees including students hired through government grant programs:

- 1) Grant employees including students hired through Government grants shall be considered temporary employees.
- 2) Those hired shall become members of the Union and shall be provided with an orientation interview to be conducted by a Union representative.
- 3) These employees are not employed to augment the regular staff or to perform work that would normally be done by Regular or Casual Employees within the applicable time frame.
- 4) Grant employees shall be employed on special projects not exceeding four hundred and twenty hours (420) cumulative working hours in duration, unless the Union agrees otherwise, which agreement shall not be unreasonably denied.
- 5) These employees shall be paid at the grant rate of pay plus three dollars and fifty cents (\$3.50) per hour, plus vacation and holiday pay as provided in the Collective Agreement.
- 6) Any variation to the foregoing shall not be implemented without the mutual agreement of both Parties in writing.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

FOR THE UNION:

FOR THE EMPLOYER:

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## LETTER OF UNDERSTANDING #2

### ACCRUED HEALTH TIME

#### Re: Health leave Accruals

1. Employees covered by Article 15.02(a) may use the health leave they earn under this Article for the following purposes:
  - (a) to cover the four (4) day waiting period prior to the commencement of Weekly Indemnity benefits; and/or
  - (b) to "top-up" their Weekly Indemnity benefit level from the prescribed sixty-six and two thirds percent (66-2/3%) level to one hundred percent (100%).
2. Employees covered by Article 15.02(a) who have the hours that they normally and regularly work permanently reduced below twenty (20) hours per week, with the result that they are no longer covered by Article 15.02(a) and they are then covered by Article 15.02(b), shall be credited with those hours of unused health leave that they accrued under Article 15.02(a) from January 1<sup>st</sup> of the applicable year to the date that their hours were reduced.

They may then use such "credited" hours under Article 15.02(b) as if they were earned under Article 15.02(b) on the same basis as the health leave entitlement that they subsequently earn under Article 15.02(b), including the subsequent accrual of such hours if they are not taken as time off.

3. Employees covered by Article 15.02(b) who have the hours that they normally and regularly work permanently increased to twenty (20) hours per week or more, with the result that they are then covered by Article 15.02(a), shall have the health leave they earned under Article 15.02(b) – including accrued health leave "frozen". These employees have two (2) options vis a vis such "frozen" health leave:

Option 1: they may, on a one-time only basis, be paid-out for all (no partial pay-out) of such "frozen" health leave at the rate of thirty percent (30%), less statutory deductions. [For example, if an employee had a frozen health leave of six hundred (600) hours, the payout would be one hundred and eighty (180) hours, less statutory deductions].

Employees covered by this section (3) who wish to avail of this one-time only pay-out option, must indicate their desire to do so in writing within three (3) calendar days from the date that they become aware that their hours are being increased.

The requested payout will, at the Employer's option, be made on or before

the first (1st) pay period in April the following calendar year (Jan. – Dec.). Employees who request such payout shall earn health leave under Article 15.02(a) from the date that they become eligible for coverage under that Article.

Eligible employees who do not avail of this Option 1 are deemed to have selected Option 2.

Option 2: Eligible employees may transfer their "frozen" health leave earned under Article 15.02(b), so that such transferred health leave may then be used for the same purposes as health leave is used under Article 15.02(a).

The amount of "frozen" health leave that is transferred under this Option to the employee's credit for use under 15.02(a) may be used for the following purposes:

- (a) to cover the four (4) day waiting period to the commencement of Weekly Indemnity benefits; and/or
- (b) to "top-up" their Weekly Indemnity benefit level from the prescribed sixty-six and two thirds percent (66-2/3%) level to one hundred percent (100%).

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

FOR THE UNION:

FOR THE EMPLOYER:

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## LETTER OF UNDERSTANDING #3

### CULTURAL LEAVE

Employees who regularly observe cultural or religious holidays other than those proclaimed by the federal or provincial government as listed in Article 13.01 will be entitled to up to five (5) days of Indigenous, cultural, or religious leave per calendar year, without loss of seniority and/or benefits.

These days are non-accumulative from year to year. Applications for Cultural Leave shall be provided in writing to the Library Director, along with vacation leave. Such requests shall be subject to operational requirements.

Such time will be taken as unpaid leaves of absence unless the employee elects to work an available shift on an alternate day within the week of this leave.

This letter of understanding will be reviewed by the Union and Employer by December 31, 2023.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

FOR THE UNION:

FOR THE EMPLOYER:

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**LETTER OF UNDERSTANDING #4  
COVID-19 CORONAVIRUS RESPONSE**

**RE: COVID-19 Coronavirus Response**

WHEREAS the Employer and Union have agreed that the terms set out in this Agreement is a temporary response to the COVID-19 outbreak.

WHEREAS the Parties agree that in the event of a substantial change in funding to the Library, or when the Provincial Medical Health Officer determines that the COVID-19 outbreak is substantially resolved, or when either party requests a review, this agreement may be cancelled in accordance with the terms set out below.

WHEREAS the Parties have a mutual desire to support the goals and direction of the Provincial Medical Health Officer to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community, and

WHEREAS the Parties agreed to resolve issues around public health concerns in relation to the COVID-19 Coronavirus; and

WHEREAS it is settled law in British Columbia that an employer has no legal or residual management right to require an employee to dedicate any part of their home to the performance of job functions.

The Parties agree to the following terms:

1. Definitions:
  - (a) Self-isolation is a requirement for an employee to remain at home, away from others and the workplace, for an extended period of time, in that they are experiencing symptoms of a suspected or confirmed COVID-19 Coronavirus infection.
  - (b) Self-quarantine is a requirement for an employee to remain at home, away from others and the workplace, after possible exposure to the COVID-19 Coronavirus. Self-quarantine includes a government or medical order to be quarantined.
2. Employees have a "right" to know if they are working in a workplace that was exposed to COVID-19 and what measures are being taken to protect them from exposure, in addition to existing measures ensuring they are provided with all protective equipment necessary to perform their duties safely.

3. Where feasible, employees subject to an order to self-isolate or who are otherwise affected by quarantine may temporarily tele-commute, thereby performing their duties at home for the duration of the order. Employees may be requested to take on tasks atypical of their usual roles in order to facilitate library services remotely. These may include monitoring the GDPL Newsletter, Website and Social Media; and calling patrons from home to offer phone support on using the online collection and databases. The Union will be informed of atypical assigned tasks, and they must be within the scope of the classification or have a pay increase commensurate with the value of the additional tasks. There will be no reduction in wages from the result of atypical assigned tasks.
4. Regular, temporary, and casual employees required to self-isolate, self-quarantine, or care for a family member in accordance with this Letter of Understanding, and who cannot reasonably tele-commute or are unable to tele-commute due to their illness, will receive their regular or typical wages for the duration of the order. Regular or typical wages will be determined on the following basis:
  - (a) Wage protection for regular full-time and temporary full-time employees will be calculated based on their full-time hours.
  - (b) Wage protection for regular part-time employees will be calculated based on their regular part-time hours.
  - (c) Casual employees will be paid for any shifts already scheduled.
5. Any employee subject to self-isolation, self-quarantine, or caring for a family member in accordance with this Letter of Understanding, will experience no reduction of any leave bank for the duration of the order. In cases other than self-isolation or self-quarantine related to COVID-19 Coronavirus, should any employee have flu-like symptoms and notify their supervisor of such, that employee will be approved for health leave without the need for medical proof of illness. In the event that such flu-like symptoms are confirmed to be a COVID-19 Coronavirus infection, paragraph 4 applies and any health leave benefits used will be credited back to the employee's bank (if any).
6. Employees placed on a medical leave of absence who do not have access to a health leave bank, or have exhausted their health leave bank, will, nonetheless, receive wage protection outlined in paragraph 4 for the duration of the illness.
7. Normal requirements, if any, that employees provide medical documentation to access wage protection will not apply to those employees subject to self-isolation or self-quarantine for the duration of the COVID-19 Coronavirus



public health concerns.

8. Appropriate documentation of a requirement for self-isolation, to self-quarantine, or to care for a family member in accordance with this Letter of Understanding, will be provided to the Employer by electronic or other means as it becomes available.
9. Where employees are negatively affected by a facility or program closure or curtailment, for the duration of the closure or curtailment, regular or typical weekly wages will be maintained, to be calculated as set out in paragraph 4, above.
10. Employees who notify their supervisor that they must absent themselves from work to: care for a family member who has a confirmed case of COVID-19 Coronavirus; or care for a family member under the age of thirteen years old who has been directed to self-isolate or self-quarantine, will be placed on a leave of absence without loss of pay in accordance with paragraph 4, regardless of whether they have access to Collective Agreement leave entitlement, or Family Responsibility leave.
11. To the extent possible, where government wage protection benefits are provided to assist with COVID-19 Coronavirus public health efforts, the Parties will work to ensure such benefits are utilized by employees and integrated with the provisions of this Letter of Understanding and the Collective Agreement to provide or partially provide for leave and wage protection provisions set out in this Letter of Understanding and paragraph 4.
12. The Employer and Union agree that these terms are a temporary response to COVID-19 Coronavirus public health concerns and may be changed if there is:
  - a) a substantial change in funding to the Library, or
  - b) when the Provincial Medical Health Officer determines that the COVID-19 outbreak is substantially resolved, or
  - c) either party requests a review.

13. Either party may cancel this agreement with two (2) weeks' notice in writing.

Any disagreement in the application, implementation or interpretation of this Letter of Understanding will be resolved in accordance with the Grievance Procedure.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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# LETTER OF UNDERSTANDING #5

## ANNUAL HEALTH AND WELLNESS SUBSIDY

This Letter of Understanding is intended to support and encourage wellness and healthy lifestyles for employees of the Gibsons & District Public Library.

### Commitment

- 1) The Employer will reimburse all employees for activities that directly benefit the employee in terms of health and wellness.
- 2) Reimbursement of up to \$350 per employee, per calendar year will be provided for:
  - a) Costs for registration and/or membership fees of established programs or organizations providing activities contributing directly to the health and wellness of the employee.
  - b) Costs of equipment used for the purpose of taking part in an activity that contributes directly to the health and wellness of the employee.

### Procedure

- 1) A receipt of proof of purchase of registration fees, membership fees and/or equipment pertaining to health and wellness shall be provided to the Library Director for reimbursement. The receipt must provide the vendor's name, employee's name, purchase amount, and item purchased for reimbursement.
- 2) Receipts must be submitted by November 30<sup>th</sup> of each year, to facilitate Employer payment prior to the end of the calendar year.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

FOR THE UNION:

FOR THE EMPLOYER:

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