

2. TERM OF THE AGREEMENT

This Agreement shall be for a term of two (2) years with effect from ~~January 1, 2023~~ **January 1, 2025** to ~~December 31, 2024~~ **December 31, 2026**, 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.

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.~~

A lateral transfer is movement, when a Regular Full-Time or Posted Part-Time vacancy occurs or a new position is created, from one (1) position to another in the same classification and same employee status.

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

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 for any employees will be taken into account when considering a lateral transfer.

The Employer will provide notice of all lateral transfers, as defined above, to the Union.

8.5 Probation and Seniority

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.

If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to a length of service shall be based upon the original date of appointment.

~~Where a Part-Time or Posted 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.~~

Subject to Clause 8.5.2, where a Part-Time or Posted Part-Time Employee becomes a Regular Employee without a break in service, 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.

8.8 Layoff

~~For a regular employee, layoff will be defined as a reduction in their regularly scheduled hours of work.~~

~~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 twenty-eight (28) calendar days prior to the effective date of layoff.~~

~~————— If the employee has not had the opportunity to work during the twenty-eight (28) 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.~~

8.8 Layoff

For a Regular Employee, layoff will be defined as a reduction in their regularly scheduled hours of work.

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

8.8.1 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 twenty-eight (28) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work during the twenty-eight (28) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

The Union shall be copied on the written notice of layoff given to a Regular Employee by the Employer.

8.8.2 Process

In the event of a layoff, Regular Employees shall be laid off in reverse order of their bargaining unit-wide seniority within a classified group listed on Schedule "D".

(a)

(i) Subject to sub-paragraph (a)(ii) below, if there is a vacant Regular Employee position at the employee's current pay grade which the employee is qualified to fill, the employee shall be placed in that position by the Employer without posting.

(ii) A Regular Employee, who does not want to be placed in the vacant position referred to in sub-paragraph (a)(i) above, may

elect to be placed on the Recall List pursuant to Clause 8.8.5 or to receive severance pay in accordance with Clause 8.8.7.

An employee who does not advise the Employer of their election, within seven (7) calendar days of being provided written notice from the Employer of their placement in the vacant position referred to in sub-paragraph (a)(i) above, shall be deemed to be placed on the Recall List.

- (b) If the employee is not placed in accordance with paragraph (a)(i) above, then within fourteen (14) calendar days of receipt of notice of layoff, the employee shall elect to bump pursuant to paragraphs (d) and (e) below, to be placed on the Recall List pursuant to Clause 8.8.5, or to receive severance pay in accordance with Clause 8.8.7.**

An employee who does not advise the Employer of their election, within the fourteen (14) calendar days of receipt of the notice of layoff, shall be deemed to have elected to be placed on the Recall List.

- (c) Where the Employer elects to provide notice of layoff in excess of thirty (30) calendar days, the Employer will have the discretion to extend the fourteen (14) calendar day period under paragraph (b) above for some or all of the excess notice period.**

- (d) An employee, who elects to bump a Regular Employee with less seniority than their own, shall:**

- (1) Bump the least senior Regular Employee in their classification, provided the employee is qualified to fill the position; then**
- (2) Bump the least senior Regular Employee in any classification at their current pay grade, provided the employee is qualified to fill the position; then**
- (3) Be placed by the Employer in a vacant Regular Employee position at the next lowest pay grade, provided the employee is qualified to fill the position; then**
- (4) Bump the least senior Regular Employee in the next lowest pay grade, provided the employee is qualified to fill the position; then**

- (5) Repeat the process in sub-paragraphs (3) and then (4) above in descending “next lowest pay grades” until all options have been exhausted.
- (e) If an employee is not qualified to bump the least senior employee is sub-paragraphs (d)(1), (2) or (4) above, then the employee shall bump, provided the employee is qualified to fill the position, the next least senior Regular Employee, in ascending order, within the indicated grouping before proceeding to the next step in the bumping process.
- (f) An employee who has not been placed or has exhausted their bumping rights in accordance with paragraphs (d) and (e) above shall be placed on the Recall List.
- (g) The process set out in Clause 8.8.2 shall be applicable to a Regular Employee who is bumped from their position in the application of paragraph (d) or (e) above.
- 8.8.3** 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.
- 8.8.4** 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.
- 8.8.5** **Recall**

 - (a)

 - (i) Regular Employees shall be recalled to positions for which they are qualified in order of their bargaining unit-wide seniority within their classified group listed in Schedule “D”.
 - (ii) A Regular Employee, who exercises seniority rights to bump another Regular Employee pursuant to Clause 8.8.2, shall be offered the option to return to the regular position from which they were displaced, without posting, should the position become available within the twelve (12) month period from the date on which the employee was displaced, provided:

1. the employee advises the Employer, in writing, of their election to return to the regular position from which they were displaced within seven (7) calendar days of being provided written notice from the Employer that their regular position has become available, and
 2. the employee shall only be offered the option once to return to their regular position, which will be offered on the first occasion that the regular position from which they were displaced becomes available during the twelve (12) month period from the date the employee was displaced.
- (b) Each employee on layoff will be responsible for keeping the Employer notified of a current address, email address and/or telephone number where the employee can be reached. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall by attempting to contact the employee at the employee's last known address, email address and/or telephone number on the Employers' records.
- (c) Upon making contact with an employee for the purpose of recall, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within seventy-two (72) 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.
- (d) The period of recall for a Regular Employee on layoff shall be twelve (12) months, inclusive of any temporary or auxiliary work performed by the employee while on layoff.
- (e) A Regular Employee on the Recall List shall remain employed as an Auxiliary Employee until they are recalled in accordance with paragraph (a) above. A Regular Employee on layoff performing work as an Auxiliary Employee shall not be considered a recall. Clause 14.3.2 shall not be applicable to a Regular Employee who remains employed as an Auxiliary Employee during the recall period specified in paragraph (d) above.
- (f)

- (i) The offer of a temporary position to a Regular Employee on the Recall List shall not be considered a recall.
 - (ii) A Regular Employee on the Recall List who accepts a temporary position shall not receive a further layoff notice at the conclusion of the temporary work.
 - (iii) A Regular Employee on the Recall List who declines an offer of a temporary position shall not be considered to have refused a recall.
 - (iv) A Regular Employee on the Recall List who accepts a temporary position shall be eligible for recall, during the recall period specified in paragraph (d) above, while working in the temporary position.
- (g)
 - (i) Regular Employees on layoff shall be removed from the Recall List once they have been recalled in accordance with paragraph (a) above, or once twelve (12) months have elapsed from the effective date of their layoff shall thereafter remain employed as an Auxiliary Employee. Clause 14.3.2 shall be applicable to that employee once they are removed from the Recall List.
 - (ii) Subject to sub-paragraph (iii) below, a Regular Employee who has not been recalled by the Employer within twelve (12) months of the effective date of their layoff shall thereafter remain employed as an Auxiliary Employee. Clause 14.3.2 shall be applicable to that employee once they are removed from the Recall List.
 - (iii) A Regular Employee on the Recall List, who accepts a temporary position which comes to an end after the employee's recall period specified in paragraph (d) above has expired, shall thereafter remain employed as an Auxiliary Employee. Clause 14.3.2 shall be applicable to that employee commencing as of the end of the temporary position.
- (h) Subject to the terms and conditions of the applicable benefits plans, Regular Employees on the Recall List may continue to participate in the Extended Health Care Plan and the Dental Services Plan by paying the full monthly premium in advance.

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 Clause 8.8.5.

8.8.7 Severance Pay

- (a) A Regular Employee, who elects to receive severance pay pursuant to Clause 8.8.2(a)(ii) or Clause 8.8.2(b), shall receive a payment equivalent to two (2) weeks, plus one (1) additional week for each completed year of service to a maximum payment of eighteen (18) weeks.**
- (b) Upon acceptance of severance pay, all seniority rights and rights of recall of the employee under the Collective Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall, all rights of the employee to severance pay under paragraph (a) above are terminated.**
- (c) A Regular Employee who elects to receive severance pay will not be considered as an internal applicant for any job posting or vacancy effective from the date the employee makes the election.**
- (d) A Regular Employee who elects to receive severance pay will not be entitled to have their seniority reinstated pursuant to Clause 8.5.2 and will be considered a new employee if rehired by the Employer.**

8.9 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from **discrimination, as per the B.C. Human Rights Code, and from** all forms of unlawful harassment.

Unless the Parties mutually agree otherwise, a grievance alleging a violation of this Clause shall be initiated

- (a) at Step 3 of the grievance procedure under Clause 15.1.3 within the timeline set out in Clause 15.1.1, or**
 - (b) under Clause 15.2.5 of the policy grievance procedure within the timeline set out in Clause 15.2.1,**
- as the case may be.**

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 and the Union within five (5) days of it being placed in the employee's personnel file.
- 8.12.2 An employee and the Union 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 or the employee's designate 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 If more than four (4) years have elapsed from the date a disciplinary letter ~~or letter of expectation~~ was issued, and no further incident of misconduct has occurred since the date of issue, such a letter will no longer form part of the employee's discipline record. After this, an employee may apply to have such a letter removed from their personnel file.
- 8.12.5 **If more than four (4) years have elapsed from the date a letter of expectation was issued, such a letter will no longer form part of the employee's personnel file. After this, an employee may apply to have such a letter removed from their personnel file. Letters of expectation shall not be disciplinary.**

8.13 Accommodation Process

When an accommodation is being sought and the Employer requires medical certification (including doctor's notes or physician statements), in relation to the accommodation, the Employer will advise the employee that Union representation is available. The Employer will also notify the Union when requiring physician statements from an employee.

When the Employer requires more than one physician statement in relation to an employee's accommodation request, the Employer will pay the reasonable cost associated with the second and any subsequent physician statement, provided the initial physician statement was reasonably complete.

The parties agree that a joint committee will be struck to discuss the format of an Employer form requesting medical certification in relation to an accommodation. The committee will make recommendations to the Employer to which the Employer would give consideration.

***NEW* 8.16 Disciplinary Action**

- 8.16.1** An employee shall have the right to have a Union Representative present when a meeting with the employee is convened by the Employer which may involve, or lead to, disciplinary action against that employee.
- 8.16.2** The Employer shall notify the employee, in writing, at least forty-eight (48) hours, in advance, of the purpose of the meeting in order to provide the employee with the opportunity to arrange for their Union Representative to be present at the meeting, providing that this advance notice does not result in an undue delay of the appropriate disciplinary action being taken by the Employer.
- 8.16.3** The notification to the employee, referred to in Clause 8.16.2, shall
- (i) advise the employee of their right to have a Union Representative present at the meeting, and
 - (ii) provide a general description of the circumstances which may lead to disciplinary action being taken against the employee.
- The Union shall be copied on the written notification given to the employee by the Employer.
- 8.16.4** In cases of discipline and discharge, the burden of proof of just cause shall rest with the Employer.

***NEW* 8.17 Violence in the Workplace**

(a) The Parties acknowledge that the "Violence in the Workplace" provisions in Sections 4.27 to 4.31 of the B.C. Occupational Health and Safety Regulation, as may be amended from time to time, are applicable to the employees covered by the Collective Agreement.

(b) Section 4.27 of the Regulation currently defines "violence" as follows:

"violence" means the attempted or actual exercise by a person, other than a worker of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.

***NEW* 8.18 Earned Days off (EDO)**

- (a)**
 - (i) The EDO system shall apply to all Regular Full-Time Employees and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously.**
 - (ii) Employees new to the EDO system are not eligible to schedule EDO days within the first three (3) months, except as required by paragraph (h) below.**
 - (iii) A Temporary Full-Time Employee who has qualified for EDO, leaves employment and returns within three (3) months, shall be placed back on EDO immediately.**
- (b) Eligible Regular Full-Time Employees and Temporary Full-Time Employees will be provided eighteen (18) EDOs per year, based on the principles set out below.**
- (c) Employees to whom the 18-day EDO system applies and who work a 7, 7.4, or 7.5-hour day shall work an additional 30, 33, 34 minutes per day respectively over the regular hours set out in the Collective Agreement, at straight-time rates.**
- (d) Breaks will continue to be governed by Clause 8.2 of the Collective Agreement.**
- (e) The additional time worked as set out in paragraph (c) above will result in eighteen (18) paid days off over the course of a year.**
- (f) The EDO days may be scheduled by the Employer (through its designate which will typically be at the unit level) in a manner that attempts to create a balance between the work and lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday, Friday or Saturday) that provide employees a consistent day off approximately every four weeks on which they can normally rely. In other situations this may result in scheduled days off at irregular times that are mutually acceptable to the employee and the Employer and in some situations this may result in the Employer mandating the scheduling of the EDOs. The Employer will endeavour to schedule EDOs on a consistent and regular basis.**
- (g) If an employee is required by the Employer to work on a pre-scheduled or mutually agreed upon EDO, the employee may reschedule the day off to any time within the following six (6) month period providing they provide forty-eight (48) hours' notice.**

The Employer shall not cancel a scheduled EDO unreasonably and will provide reasonable notice of cancellation of a scheduled EDO wherever possible.

- (h) Notwithstanding paragraphs (e), (f) and (g) above, EDOs cannot be banked, must be taken prior to year-end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, and EDO previously cancelled by the Employer. However, if an EDO is cancelled in December, and it is not possible to re-schedule the time off prior to the end of the year, such days shall be paid out unless suitable alternate arrangements can be made between the Employee and the Employer through its designate.**
- (i) For the purpose of applying overtime, the “standard hours of work” shall be considered to be the regular daily hours set out in the Collective Agreement plus the additional EDO minutes worked each day.**
- (j) An employee’s annual vacation entitlement shall be converted to “working hours” based on the employee’s regular working day without the EDO minutes and credited to the employee. For example, an employee who works a 7-hour day without the EDO minutes and who is entitled to 3 weeks’ vacation shall be entitled to 105 hours of vacation time. Debiting for vacation taken for this employee would be on the basis of 7 hours and 31 minutes per day (i.e. the 7-hour regular day plus the 31 minutes of EDO time).**
- (k) Similarly, an employee’s sick leave and gratuity credits shall be converted to “working hours” and shall be credited and debited in the same manner as vacation.**
- (l) Employees who are required to provide coverage for and to perform the work of another employee or employees on an EDO day shall not be entitled to acting senior capacity pay, extra pay grades or to have such extra work considered when making application for a reclassification.**
- (m) Nothing in this Clause shall limit the Employer’s ability to schedule standard hours of work as described in the Collective Agreement.**
- (n) The Employer maintains complete discretion over whether to backfill any employee who is absent from work as a result of taking an EDO.**
- (o) The parties agree that the following are the basic principles that govern the EDO system:**
 - (i) The basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the**

EDO system as they would be under a standard five (5) day work week system, and

- (ii) There shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.**

- (iii) While employees may be credit EDO time in their EDO time bank in advance, it is understood that employees are not entitled to EDO time without actually working the additional minutes. EDO time taken but not earned will be repaid to the Employer and may be reconciled from other time banks such as vacation or gratuity banks. Any amount so owing to the Employer when the employment of an employee ends may be withheld from any wages owed to the employee at that time.**

9.7 Shift Differential

All Regular Employees shall be paid a standard shift differential of one dollar (\$1.00) per hour 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.

Effective the first day of the second pay period following the ratification of the 2025-2026 Collective Agreement by both Parties:

All ~~Regular Employees~~ **employees** shall be paid a standard shift differential of one dollar (\$1.00) 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.

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 eighty-three percent (83%) and the employee paying seventeen percent (17%) of the premiums.~~

Effective the first day of the second calendar month following the ratification of the 2025 - 2026 Collective Agreement by both Parties, replace Clause 10.4 with the following:

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 ninety percent (90%) and the employee paying ten percent (10%).

10.10 Resignation and Re-employment

10.10.3 When a Regular, Posted Part-Time, ~~or~~ Part-Time, **or Temporary** Employee of the Employer becomes an Auxiliary Employee and subsequently accepts a Regular, Posted Part-Time, ~~or~~ Part-Time, **or Temporary Employee** 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;; **and, provided that the Employee was receiving benefit coverages pursuant to Clauses 10.1.1, 10.1.2, 10.2 and 10.3 at the time the Employee became an Auxiliary Employee, shall not require any additional waiting period for such benefit coverages;** provided:

- (a) the employee has not spent more than one **(1)** year as an Auxiliary ~~employee~~ **Employee** before accepting the Regular, Posted Part-Time, ~~or~~ Part-Time, **or Temporary** position; and
- (b) seniority is not transferable outside the employee's classified group in Schedule "D".

11.5.12 **Family Illness Responsibility**

~~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.~~

(a) An employee shall be entitled, after notifying their immediate supervisor, use up to five (5) accumulated sick leave days per calendar year to meet responsibilities related to:

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

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

(b) For the purposes of paragraph (a) above, the Parties agree to adopt the definition of "immediate family" as set out in Section 1(1) of the B.C. Employment Standards Act, as may be amended from time to time.

Section 1(1) of the B.C. Employment Standards Act currently defines "immediate family" as follows:

"immediate family" means

(a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee,

(a.1) the child or parent of an employee's spouse, and

(b) any person who lives with an employee as a member of the employee's family.

(c) 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~~ **responsibility leave will affect the calculation of an employee's Gratuity benefits in Clause ~~11.6~~ **11.7**.**

11.5 Sick Leave

11.5.13 Regular Employees on paid sick leave will continue receiving all benefits as provided to such employees at the time they commenced the paid sick leave.

11.5 Sick Leave

11.5.14 Medical Certification

- (a) Medical certification (including doctor's note or physician statements) may be required by the Employer, subject to any statutory limitations that may apply.**
- (b) When the Employer requires more than one medical certification in relation to an employee's absence due to a recurring illness or injury, the Employer will pay the reasonable cost associated with the second and any subsequent medical certification related to the recurring absence, provided the initial medical certification was reasonably complete.**
- (c) For the purpose of paragraph (b) above, an "absence due to a recurring illness or injury" is an absence which occurs within six (6) months of a previous absence due to the same or related cause.**

11.6 Gender Affirming Care

A regular employee may request a leave of absence in order to access physical or psychological gender affirming care. The employee may use available banked time or unpaid leave to accommodate such leave(s). Such requests for leave will not be unreasonably denied.

During a Gender Affirming Care Leave, a Regular Employee shall not suffer any loss of seniority, and shall continue to accrue paid annual vacation and sick leave benefits.

Subject to the terms and conditions of the benefit plans, the Dental, EHB and Life Insurance benefits shall continue uninterrupted during the period of time the Regular Employee is on Gender Affirming Care 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.

11.8 Compassionate Leave

11.8.1

- (a) In the event of the death of the **partner**, spouse (including common-law spouse and same-sex partner), child, **step-child, foster child**, brother, sister, **sibling**, parent, **guardian**, parent-in-law, grandchild or grandparent of an employee, **or any person who lives with an employee as a member of the employee's family**, 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.
- (b) In the case of an Indigenous employee, compassionate leave of absence shall be granted under paragraph (a) above in the event of the death of a recognized Indigenous Elder of the employee's Indigenous community.
- (c) (i) Where death of an employee's family member (as specified in paragraphs (a) and (b) above) appears imminent, compassionate leave of absence with pay, that may otherwise have been taken by the employee following the death of that family member, shall be granted to the employee upon application to the employee's Director or designate.
(ii) An employee may take the leave under sub-paragraph (i) above only once per family member.
- (d) The three (3) working days compassionate leave of absence with pay may be taken, at the employee's option, either consecutively at, or split between, the following times:
 - (i) immediately following the date of death of the family member (as specified in paragraphs (a) and (b) above), or
 - (ii) within a period of one (1) year from the death of that family member to attend a funeral, service or other event related to the death.

The employee shall advise their Director or designate of their choice when submitting their application for the leave.

- (e) An employee may request additional compassionate leave of absence without pay. Such request shall not be unreasonably denied by the Employer.

11.11 Domestic or Sexual Violence Leave of Absence

- (a) The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic or sexual violence and/or to protect that employee's safety. Meaningful support includes access to leave provisions of the Collective Agreement and Employment Standards Act of British Columbia.
- (b) **An employee may access Domestic or Sexual Violence Leave by providing a request, in writing, to the Human Resources Department or their Manager for leave for one or more of the purposes set out in Section 52.5(3) of the B.C. Employment Standards Act.**
- (c) **If an employee requests leave under paragraph (b) above, the employee is entitled during the calendar year to the paid or unpaid leaves as specified in Section 52.5(4) of the B.C. Employment Standards Act. The current leave entitlements set out in Section 52.5(4) are:**
 - i. **up to five (5) days of paid leave;**
 - ii. **up to five (5) days of unpaid leave; and**
 - iii. **up to fifteen (15) weeks of additional unpaid leave.**
- (d) **A leave under sub-paragraph (c)(i) or (ii) above need not be taken all at once.**
- (e) **A leave under sub-paragraph (c)(iii) above must be taken in one continuous period, unless otherwise agreed between the Employer and the employee.**
- (f) All information provided in relation to domestic or sexual violence will be kept in strict confidence.
- (g) **Employees accessing Domestic or Sexual Violence Leave shall not suffer loss of seniority.**
- (h) **Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on an unpaid leave under sub-paragraph (c)(iii) above, 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.**

***NEW* 12.3 Continuation of Benefits**

12.3.1 Entitlement to the provisions in Clause 12.3 are

- (i) based on an employee's status as a Regular Employee, and**
- (ii) subject to the terms and conditions of the applicable benefit plans.**

12.3.2 A Regular Employee will continue to receive or accrue the benefits enumerated in Clause 12.3.3 in the case of:

- (i) a maternity and/or parental leave to a maximum of the approved period for each such leave;**
- (ii) a medically supported unpaid sick leave for a maximum period of eighteen (18) months;**
- (iii) an approved voluntary leave of absence under Clause 12.1 which is thirty (30) calendar days or less.**

12.3.3 The "benefits" referred to in Clause 12.3.2 consist of:

- (i) Paid annual vacation;**
- (ii) Long Service Leave for Regular Librarians;**
- (iii) Supplementary Vacation for Regular Employees other than Librarians;**
- (iv) Medical Services Plan coverage;**
- (v) Coverage under the Extended Health Care Plan;**
- (vi) Coverage under the Dental Services Plan;**
- (vii) Group Life Insurance coverage; and**
- (viii) Sick Leave Benefits.**

12.3.4 A Regular Employee on a leave specified under Clause 12.3.2, and who continues to receive or accrue the benefits enumerated in Clause 12.3.3, shall make arrangements prior to commencing the leave to continue to pay the employee's share of the benefit premiums, in accordance with Clause 10.4, for the period of the leave.

- 12.3.5 Subject to the terms and conditions of the benefit plans, a Regular Employee on a medically supported unpaid sick leave may maintain the benefits enumerated in Clause 12.3.3(d), (e) and (f) after the expiration of the eighteen (18) month period by paying 100% of the benefit premiums required to maintain the benefits for the balance of the period of the leave of absence.**

Such election must be made at the commencement of the leave of absence, and the employee must make arrangements prior to commencing the leave to pay 100% of the benefit premiums for the period of the leave.

- 12.3.6 Subject to the terms and conditions of the benefit plans, a Regular Employee on an approved voluntary leave of absence under Clause 12.1 may maintain the benefits enumerated in Clause 12.3.3(d), (e) and (f) if the leave continues beyond thirty (30) calendar days by paying 100% of the benefit premiums required to maintain the benefits for the period of the leave of absence.**

Such election must be made at the commencement of the leave of absence, and the employee must make arrangements prior to commencing the leave to pay 100% of the benefit premiums for the period of the leave.

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.

The Director, Human Resources or designate shall provide written reasons for any denial of an application for leave of absence to an official Union representative which is based on their absence interfering with the operations of the Employer.

13.6

- (a) 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, **subject to paragraphs (b) and (c) below**, 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.
- (b) **If the returning full-time officer of the Union held a Regular Employee position or a Posted Part-Time Employee position immediately prior to commencing their leave of absence, then, for a period of up to two (2) years from the date of the commencement of their leave of absence, the employee shall be entitled to return to their previous position or, if such position has been abolished, to a comparable position.**
- (c)(i) **If the returning full-time officer of the Union held a Part-Time Employee position immediately prior to commencing their leave of absence, then the employee shall be entitled to be placed at the top of the Reduced Part-Time Hours Employee List (the "Employee List") pursuant to Clause 14.1.4 until such time as the amount of the employee's weekly schedule of core hours, in the classification in which the employee worked immediately prior to commencing their leave, is restored.**
- (ii) **Notwithstanding sub-paragraph (i) above, if, prior to their hours being restored, the returning Part-Time Employee declines any hours offered to them by the Employer in the classification in which the employee worked immediately prior to their leave, the Part-Time Employee will no longer be placed at the top of the Employee List and will thereafter be dealt with in accordance with Clause 14.1.4.**

13.7

- (a) 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, **subject to paragraphs (b) and (c) below**, return to the first vacant position for which the employee is qualified in the service of the Employer.
- (b) **If the returning employee held a Regular Employee position or a Posted Part-Time Employee position immediately prior to commencing their leave of absence, then, for a period of up to two (2) years from the date of the**

commencement of their leave of absence, the employee shall be entitled to return to their previous position or, if such position has been abolished, to a comparable position.

- (c)(i) If the returning employee held a Part-Time Employee position immediately prior to commencing their leave of absence, then the employee shall be entitled to be placed at the top of the Employee List pursuant to Clause 14.1.4 until such time as the amount of the employee's weekly schedule of core hours, in the classification in which the employee worked immediately prior to commencing their leave, is restored.**
- (ii) Notwithstanding sub-paragraph (i) above, if, prior to their hours being restored, the returning Part-Time Employee declines any hours offered to them by the Employer in the classification in which the employee worked immediately prior to their leave, the Part-Time Employee will no longer be placed at the top of the Employee List and will thereafter be dealt with in accordance with Clause 14.1.4.**

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.~~

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

Part-Time Employees will be subject to layoff according to the following terms:

- (b) Clause 8.8.1 (Advance Notice of Layoff) shall be applicable to Part-Time Employees.**
- (c) In the event of a layoff, Part-Time Employees shall be laid off in reverse order of their bargaining unit-wide seniority within a classified group listed in Schedule "D".**
- (d) (i) Within fourteen (14) calendar days of receipt of notice of layoff, the Part-Time Employee shall elect to bump another Part-Time Employee pursuant to paragraph (e) below, to be placed on the Reduced Part-Time Hours Employee List (the "Employee List") pursuant to Clause 14.1.4, or to receive severance pay in accordance with paragraph (I) below.**
- (ii) A Part-Time Employee who does not advise the Employer of their election, within the fourteen (14) calendar days of receipt of the notice of layoff, shall be deemed to have elected to be placed on the Employee List.**
- (iii) Where the Employer elects to provide notice of layoff in excess of thirty (30) calendar days, the Employer will have the discretion to extend the fourteen (14) calendar day period under sub-paragraph (ii) above for some or all of the excess notice period.**

- (e) Clause 8.8.2(d)(l), (2), (4) and (5) and Clause 8.8.2(e) shall apply to a Part-Time Employee who elects to bump another Part-Time Employee with less seniority than their own.**
- (f) A Part-Time Employee who has exhausted their bumping rights in accordance with paragraph (e) above shall be placed on the Employee List.**
- (g) The process set out in paragraphs (d), (e) and (f) above shall be applicable to a Part-Time Employee who is bumped from their position in the application of paragraph (e) above.**
- (h) Subject to operational requirements, when a layoff of a Part-Time Employee is to be implemented, Temporary Employees and Auxiliary Employees working in the same classification as the laid off Part-Time Employee shall be first affected.**
- (i) Clause 8.8.4 shall be applicable to Part-Time Employees.**
- (j) Each Part-Time Employee on layoff will be responsible for keeping the Employer notified of a current address, email address and/or telephone number where the employee can be reached.**
- (k) Subject to the terms and conditions of the applicable benefit plans, and provided that the Part-Time Employee was receiving benefit coverages at the time of their layoff, laid off Part-Time Employees on the Employee List may continue to participate in the Extended Health Care Plan and the Dental Services Plan by paying the full monthly premium in advance. Once the Part-Time Employee's weekly schedule of core hours has been restored so as to meet the eligibility requirements pursuant to the terms and conditions of the applicable benefit plans, the cost sharing of the premiums pursuant to Clause 10.4 shall apply.**
- (l) (i) A Part-Time Employee, who elects to receive severance pay pursuant to paragraph (d)(i) above, shall receive a payment on a prorated basis calculated on the proportionate basis as the Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of position.**

(ii) Upon acceptance of severance pay, all of the Part-Time Employee's seniority rights and/or rights arising from placement on the Employee List pursuant to Clause 14.1.4 under the Collective

Agreement are terminated; or upon acceptance of seniority rights of layoff and/or rights arising from placement on the Employee List pursuant to Clause 14.1.4, all rights of the Part-Time Employee to severance pay under sub-paragraph (i) above are terminated.

- (iii) Clause 8.8.7(c) and (d) shall be applicable to a Part-Time Employee who elects to receive severance pay.**

14 Rights and Benefits for other than Regular Employees

14.3 Auxiliary Employees

8.5.4 ~~14.3.2~~ 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 seventy-five (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 seventy-five (75) hour requirement will be pro-rated to reflect the period of time removed from the call list.~~

On each January 1st, Auxiliary employees will be deemed to have resigned if they have worked less than seventy-five (75) hours in the previous calendar year.

An Auxiliary employee may request a leave of absence, which will not be unreasonably denied.

An Auxiliary employee on any form of approved leave of absence shall be exempt from the requirements of Article 8.5.4 14.3.2 for the duration of the leave. If the leave is for less than a calendar year, then the seventy-five (75) hours will be pro-rated to reflect the period of time they were on an approved leave of absence.

Only hours worked by an employee while they hold Auxiliary status will count towards the seventy-five (75) hour requirement. Any hours worked by an employee in any other status (such as Regular Full-Time, Posted Part-Time, Part-Time, or Temporary Full-Time) will not count towards this requirement.

Employees who are hired into or convert to Auxiliary status part way through the calendar year will have the requirement set forth in this Article pro-rated based on the number of days remaining in the calendar year. This Article will not apply to employees who are hired into or convert to Auxiliary status from Regular Full-Time, Posted Part-Time, Part-Time, or Temporary Full-Time status effective on or after October 1st in the calendar year of hire or conversion.

Following an employee's notice of their intention to convert to Auxiliary status, but prior to implementing the status change, the Employer will inform the employee of the requirements set forth in Article 8.5.4 14.3.2. Specifically, the Employer will inform the employee of the minimum

number of hours they will be required to work as an Auxiliary employee for the remainder of the calendar year to prevent being deemed to have resigned.

***NEW* 14.4 Posted Part-Time Employees**

14.4.1 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).

14.4.2 Pay

Posted 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 14.4.5.

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

14.4.3 Reduction of Hours and Layoff

All provisions in Article 8.8 of the Collective Agreement (Layoff) apply to Posted Part-Time Employees except as follows:

(i) Replace the words "Regular Employee(s)" whenever used in any provision in Article 8.8 with "Posted Part-Time Employees".

(ii) Replace the first sentence of Clause 8.8 with the following:

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

(iii) Replace Clause 8.8.2(b) with the following:

(b) If the Posted Part-Time Employee is not placed in accordance with paragraph (a)(i) above, then within fourteen (14) calendar days of receipt of notice of layoff, the employee shall elect to bump pursuant to paragraphs (d) and (e) below, to be placed on the Recall List pursuant to Clause 8.8.5, to lose their Posted Part-Time Employee status and be placed on the Reduced Part-Time Hours Employee List pursuant to Clause 14.1.4, or to receive severance pay in accordance with Clause 8.8.7.

An employee who does not advise the Employer of their election, within the fourteen (14) calendar days of receipt of the notice of layoff, shall be deemed to have elected to be placed on the Recall List.

(iv) Replace Clause 8.8.3 with the following:

Subject to operational requirements, when a layoff of a Posted Part-Time Employee is to be implemented, Temporary Employees and Auxiliary Employees working in the same classification as the laid off Posted Part-Time Employee shall be first affected.

(v) Replace Clause 8.8.5(h) with the following:

(h) Subject to the terms and conditions of the applicable benefit plans, and provided that the Posted Part-Time Employee was receiving benefit coverages at the time of their layoff, Posted Part-Time Employees on the Recall List may continue to participate in the Extended Health Care Plan and the Dental Services Plan by paying the full monthly premium in advance.

(vi) Replace Clause 8.8.7(a) with the following:

(a) A Posted Part-Time Employee, who elects to receive severance pay pursuant to Clause 8.8.2(a)(ii) or Clause 8.8.2(b), shall receive a payment on a prorated basis calculated on the proportionate basis as the Posted Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of position.

14.4.4 Application of Collective Agreement Provisions

- (a) Clause 9.4.2 (Overtime) shall not be applicable to Posted Part-Time Employees.**
- (b) Clause 9.5 (Split Shifts) applies only to the hours that have been designated by the Employer to be included in the Posted Part-Time position. Clause 9.5 does not apply to additional hours that are not part of the position.**

14.4.5 Benefits and Percentage in Lieu of Benefits

A Posted Part-Time Employee shall receive the following benefits:

- (a) A payment of eleven percent (11%) 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 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) WorkSafeBC 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 eleven percent (11%) 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 (i.e. on June 30 and December 31).
- (g) No other benefits shall be provided to Posted Part-Time Employees unless expressly stated in this Clause.

14.4.6 Creation of Posted Part-Time Positions

Although this is not intended to be a formula, collection of hours will generally not be considered for a Posted Part-Time 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 one (1) supervisor;
- The position is based out of one (1) location; however, the incumbent may be asked to work hours at more than one (1) 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.

****Remaining clauses under 14 renumbered***

14.4 14.5 Re-employing **Posted Part-Time**, Part-Time, Temporary and Auxiliary Employees

14.4.1 14.5.1 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 14.5.2 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.

14.5 14.6 Gender Affirming Care

For the purposes of this Article, the provisions under Article 11.6 will be applicable to **Posted Part-Time**, Part Time, Auxiliary, and Temporary employees.

14.6 14.7 Cultural/Religious Diversity

For the purposes of this Article, the provisions under Article 11.10 will be applicable to **Posted Part-Time**, Part Time, Auxiliary, and Temporary Employees.

14.7 14.8 Domestic or Sexual Violence Leave of Absence

For the purposes of this Article, the provisions under Article 11.11 will be applicable to **Posted Part-Time**, Part-Time, Auxiliary, and Temporary employees.

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 **to the employee**, submit in writing to the ~~head of the division, branch, section or department,~~ **appropriate Manager** 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 Union** may refer the matter to the appropriate Director within a further fourteen (14) calendar days.

15.1.2 Step Two

The appropriate Director **or designate** shall meet with the **employee Union** 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 Union** may refer the matter to the Chief Librarian & CEO within a further fourteen (14) calendar days.

15.1.3 Step Three

The Chief Librarian & CEO shall meet with the ~~Union's representative~~ **Union President and the employee** 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. **The parties may, by mutual agreement, appoint alternative designates to participate at the Step of the grievance procedure.**

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

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

a) **Either party may have additional attendees at any meetings held pursuant to this Clause.**

- b) **The party who wants to have additional attendees shall advise the other party, in writing, of the names and positions of those attendees at least twelve (12) hours in advance of the meeting, unless the parties agree to a lesser amount of written notice. Such agreement shall not be unreasonably withheld.**

15.2 Policy Grievances

- 15.2.2 The Director, Human Resources, **or designate** 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, **or designate** and the Union, the grieving party may refer the matter to the Chief Librarian & CEO (or the Union where applicable) within fourteen (14) calendar days of the response.
- 15.2.5 The Chief Librarian & CEO and the Union ~~Representative~~ **President** will meet and discuss the grievance within fourteen (14) calendar days of the referral under Clause 15.2.4. **The parties may, by mutual agreement, appoint alternative designates to participate at the Step of the grievance procedure.**
- 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 either party may refer the grievance to Arbitration pursuant to Clause 15.3 within fourteen (14) calendar days of the response.
- 15.2.8 a) **Either party may have additional attendees at any meetings held pursuant to this Clause.**
 - b) **The party who wants to have additional attendees shall advise the other party, in writing, of the names and positions of these attendees at least twelve (12) hours in advance of the meeting, unless the parties mutually agree to a lesser amount of written notice. Such agreement shall not be unreasonably withheld.**

Housekeeping Proposals:

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 & CEO.

~~Effective 2007 October 20, the~~ **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.

8.5 Probation and Seniority

8.5.3 Application of Seniority

If an employee continues in the same position on a permanent basis, seniority, ~~holiday benefits~~ **vacation entitlement** and other perquisites referable to a length of service shall be based upon the original date of appointment.

8.8 Layoff

For a ~~regular employee~~ **Regular Employee**, layoff will be defined as a reduction in their regularly scheduled hours of work.

9.7 Shift Differential

All Regular Employees shall be paid a standard shift differential of one dollar (\$1.00) per hour ~~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: Full-Time Employees

	Full-Time Employees	Posted Part-Time, Part-Time & Auxiliary Employees
OFA Level II Intermediate	\$125 per month	.80¢ per hour

First Aid		
~~OFA Level III~~ Advanced First Aid	\$145 per month	.95¢ per hour

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

11.1 Annual Vacation

11.1.2 Library Assistants, Clerical, and Maintenance Staff

Refer to Schedule B.

In the first part calendar year of service vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (½) worked by December 31.

During the second **(2nd)** up to and including the seventh **(7th)** calendar year of service - fifteen (15) working days.

During the eighth **(8th)** up to and including the fifteenth **(15th)** calendar year of service - twenty (20) working days.

During the sixteenth **(16th)** up to and including the twenty-third **(23rd)** calendar year of service - twenty-five (25) working days.

During the twenty-fourth **(24th)** and all subsequent calendar years of service – thirty (30) working days.

11.7 Gratuity Plan (~~effective January 1, 2018~~)

SCHEDULE "A"

The parties agree to the following wage increases:

2025

Effective January 1, 2025: 3.5%

2026

- **Retroactive wage increases for the period from January 1, 2026 up to and including the last day of the second full pay period following the ratification of the 2025 – 2026 Collective Agreement by both Parties (the “2026 Retroactive Pay Period”) shall be calculated on the following basis:**

Employee’s gross wages paid during the 2026 Retroactive Pay Period plus 3.5% plus 3.0% minus the Employee’s gross wages paid during the 2026 Retroactive Pay Period.

- **Effective the first day of the third pay period following the ratification of the 2025 – 2026 Collective Agreement by both Parties, all pay rates to be increased first by fifty cents (\$0.50) per hour, and then by 1.71% (which is equivalent to an overall combined wage increase of three percent (3%) for all Classifications within the bargaining unit).**

Schedules

Update the dates in Schedule “A” and Schedule “B” to align with the 2025 – 2026 term of the Collective Agreement.

Add Pay Grid 31 to Wage Grid in Schedule “A”.

****Deleted***

SCHEDULE "C"

~~Schedule "C" was removed from the Collective Agreement during 2023-2024 Collective Bargaining.~~

~~Schedule "C" is intentionally left blank going forward.~~

****Renewed***

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 worked 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.

****Moved into CA under 14.4***

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.~~

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 their seniority to bump another Posted Part-Time Employee they are 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.~~

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 eleven percent (11%) 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) — WorkSafeBC 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 eleven percent (11%) 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 (i.e. on June 30 and December 31).~~

~~(g) — No other benefits shall be provided to Posted Part-Time Employees unless expressly stated in this Clause.~~

~~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 Guideline

Creation 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.~~

****Renewed and Re-lettered***

SCHEDULE ~~"F"~~ "E"

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

LETTER OF UNDERSTANDING - LAYOFFS 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.

****Renewed***

SCHEDULE "G"

LETTER OF UNDERSTANDING - JOB 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 class specifications, the Employer will provide the Union with the proposed new or revised job descriptions or class specifications. The Union shall have fourteen (14) calendar 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, 2024) unless the parties mutually agree to renew it.

****Moved into CA under 8.18***

SCHEDULE "H"

The Employer and the Union agree to a system of Earned Days Off (EDO) as described in Schedule "H" below. Schedule "H" came into effect on January 1, 2018.

EARNED DAYS OFF (EDO)

- (1) — ~~The EDO system shall apply to all Regular Full-Time Employees and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously in excess of six (6) months.~~

~~The parties will execute a Letter of Understanding that provides Regular Full-Time and Temporary Full-Time Building Maintenance Workers and Building Service Workers six (6) EDOs per year, based on the principles set out below. The parties will review the number of EDOs for this group of workers when staffing levels permit coverage for the same number of EDOs other employees have.~~

~~The Letter of Understanding will provide Regular Full-Time and Temporary Full-Time Trades Maintenance Workers, Trades Worker/Library and Supervisor, Building Services and Maintenance Employees eighteen (18) EDOs per year based on the principles set out below on a 12-month trial basis. At the end of the trial period, the parties will review the operational impact of the eighteen (18) EDOs. If the Employer can demonstrate that eighteen (18) EDOs are not operationally feasible or there is an additional salary or benefit cost to the Employer, the number of EDOs will be reduced to fifteen (15).~~

- (2) — ~~Employees to whom the 18-day EDO system applies and work a 7, 7.4, or 7.5-hour day shall work an additional 30, 33, 34 minutes per day respectively over the regular hours set out in the collective agreement, at straight-time rates.~~
- (3) — ~~Breaks will continue to be governed by Article 8.2 of the collective agreement.~~
- (4) — ~~The additional time worked as set out in 2 above results in eighteen (18) paid days off over the course of a year.~~
- (5) — ~~The EDO days may be scheduled by the Employer (through its designate which will typically be at the unit level) in a manner that attempts to create a balance between the work and lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday, Friday or Saturday) that provide employees a consistent day off approximately every four weeks on which they can normally rely. In other situations this may result in scheduled days off at irregular times that are mutually acceptable to the employee and the Employer and in some situations this may result in the Employer mandating the scheduling of the EDOs. The Employer will endeavour to schedule EDOs on a consistent and regular basis.~~
- (6) — ~~If an employee is required by the Employer to work on a pre-scheduled or mutually agreed upon EDO, the employee may reschedule the day off to any time~~

~~within the following six (6) month period providing they provide forty-eight (48) hours' notice.~~

~~The Employer shall not cancel a scheduled EDO unreasonably and will provide reasonable notice of cancellation of a scheduled EDO wherever possible.~~

- ~~(7) — Notwithstanding items 4, 5 & 6 above, EDOs cannot be banked, must be taken prior to year-end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, an EDO previously cancelled by the Employer. However, if an EDO is cancelled in December, and it is not possible to re-schedule the time off prior to the end of the year, such days shall be paid out unless suitable alternate arrangements can be made between the Employee and the Employer through its designate.~~
- ~~(8) — The parties agree that the existing Union/Management Committee shall be used to discuss and attempt to resolve scheduling problems arising from the initial implementation of the EDO system, both parties recognize that this does not create a right to grieve either the method of scheduling chosen or the actual schedule implemented. This shall not limit the Union's ability to grieve matters related to discipline, discrimination or improper interpretation or application of the Collective Agreement.~~
- ~~(9) — For the purpose of applying overtime, the "standard hours of work" shall be considered to be the regular daily hours set out in the collective agreement plus the additional EDO minutes worked each day.~~
- ~~(10) — An employee's annual vacation entitlement shall be converted to "working hours" based on the employee's regular working day without the EDO minutes and credited to the employee. For example, an employee who works a 7-hour day without the EDO minutes and who is entitled to 3 weeks' vacation shall be entitled to 105 hours of vacation time. Debiting for vacation taken for this employee would be on the basis of 7 hours and 31 minutes per day (i.e. the 7-hour regular day plus the 31 minutes of EDO time).~~
- ~~(11) — Similarly, an employee's sick leave and gratuity credits shall be converted to "working hours" and shall be credited and debited in the same manner as vacation.~~
- ~~(12) — Employees who are required to provide coverage for and to perform the work of another employee or employees on an EDO day shall not be entitled to acting senior capacity pay, extra pay grades, or to have such extra work considered when making application for a reclassification.~~
- ~~(13) — Nothing in this Schedule shall limit the Employer's ability to schedule standard hours of work as described in the Collective Agreement.~~
- ~~(14) — The Employer maintains complete discretion over whether to backfill any employee who is absent from work as a result of taking an EDO.~~

(15) — The parties agree that the following are the basic principles that govern the EDO system:

- (a) The basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the EDO system as they would be under a standard five (5) day work week system, and
- (b) There shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.
- (c) While employees may be credited EDO time in their EDO time bank in advance, it is understood that employees are not entitled to EDO time without actually working the additional minutes. EDO time taken but not earned will be repaid to the Employer and may be reconciled from other time banks such as vacation or gratuity banks. Any amount so owing to the Employer when the employment of an employee ends may be withheld from any wages owed to the employee at that time.

(16) — Outlined below are calculations for an 18 day EDO system.

Weeks per year (adjusted for leap year):

$(365+365+365+366)/4 = 365.25$ days
7 days/week
52.1786 weeks/year

Paid working hours	35 hr week	37 hr week	37.5 hr week
Working hours per year	1,826.25	1,930.61	1,956.70
Less Public holidays	-91.00	-96.20	-97.50
Total hours worked per year	1,735.25	1,834.41	1,859.20
Less lost rest periods while on EDO			
2x10 min x18 edos/60	-6.00	-6.00	-6.00
Total paid working hours	1,729.25	1,828.41	1,853.20
Total average working days per year on EDO			
Working days (hr per yr/hr per day)	260.89	260.89	260.89
Less Public holidays	-13.00	-13.00	-13.00
Less EDO	-18.00	-18.00	-18.00
Average working days per year	229.89	229.89	229.89
Length of EDO work day			
Total paid hours /	1,729.25	1,828.41	1,853.20
Average working days	229.89	229.89	229.89

Hours	7.52	7.95	8.06
Hours and	7	7	8
Minutes	31.2	57	3.6
Round to	7 hrs 31 min	7 hrs 57 min	8 hrs 4 min
Additional minutes worked	30	33	34

VACATION ENTITLEMENT CONVERSIONS

5 Day Week Schedule (35 hrs/wk)	Conversion to EDO	Vacation under EDO Days	Days	Check Hours/ Day	Total
10 days (10 x 7 hrs per day = 70 hrs)	70/7.52 hrs per day	9.31	9.31	7.52	70
15 days (15 x 7 hrs per day = 105 hrs)	105/7.52 hrs per day	13.96	13.96	7.52	105
20 days (20 x 7 hrs per day = 140 hrs)	140/7.52 hrs per day	18.62	18.62	7.52	140
25 days (25 x 7 hrs per day = 175 hrs)	175/7.52 hrs per day	23.27	23.27	7.52	175
30 days (30 x 7 hrs per day = 210 hrs)	210/7.52 hrs per day	27.93	27.93	7.52	210
35 days (35 x 7 hrs per day = 245 hrs)	245/7.52 hrs per day	32.58	32.58	7.52	245

Notwithstanding the above calculations, the Employer and the Union have agreed that the length of the work day shall be seven hours and 30 minutes (7.50 hours per day) for the days that an employee actually works.

NOTE: Additional calculations for employees accessing six (6) EDOs and other calculations as agreed shall be included in the Collective Agreement.

Outlined below are calculations for a 6 day EDO system.

Weeks per year (adjusted for leap year):
 $(365+365+365+366)/4 = 365.25$ days
 7 days/week
 52.1786 weeks/year

Paid working hours	35 hr week	37 hr week	37.5 hr week
Working hours per year	1,826.25	1,930.61	1,956.70
Less Public holidays	-91.00	-96.20	-97.50
Total hours worked per year	1,735.25	1,834.81	1,859.20
Less lost rest periods while on EDO			
2x10 min x6 edos/60	-2.00	-2.00	-2.00
Total paid working hours	1,733.25	1,832.81	1,857.70

Total average working days per year on EDO			
Working days (hr per yr/hr per day)	260.89	260.89	260.89
Less Public holidays	-13.00	-13.00	-13.00
Less EDO	-6.00	-6.00	-6.00
Average working days per year	241.89	241.89	241.89

Length of EDO work day			
Total paid hours /	1,733.25	1,832.81	1,857.70
Average working days	241.89	241.89	241.89
Hours	7.17	7.58	7.68
Hours and Minutes	7 10.2	7 34.8	7 40.8
Round to additional minutes worked	7 hrs 10 min 10	7 hrs 35 min 11	7 hrs 41 min 11

VACATION ENTITLEMENT CONVERSIONS

5 Day Week Schedule (37 hr/wk)	Conversion to EDO	Vacation under EDO	Check		
		Days	Days	Hours/Day	Total
10 days (10 x 7.4 hrs per day= 74 hrs)	74/7.57 hrs per day	9.78	9.78	7.57	74
15 days (15 x 7.4 hrs per day= 111 hrs)	111/7.57 hrs per day	14.66	14.66	7.57	111
20 days (20 x 7.4 hrs per day= 148 hrs)	148/7.57 hrs per day	19.55	19.55	7.57	148
25 days (25 x 7.4 hrs per day= 185 hrs)	185/7.57 hrs per day	24.44	24.44	7.57	185
30 days (30 x 7.4 hrs per day= 222 hrs)	222/7.57 hrs per day	29.33	29.33	7.57	222
35 days (35 x 7.4 hrs per day= 259 hrs)	259/7.57 hrs per day	34.21	34.21	7.57	259

****Renewed and Re-lettered***

SCHEDULE "F"

LETTER OF UNDERSTANDING - PAY FOR JURY DUTY

The Employer and the Union agree to the following:

Upon completion of nine hundred and thirteen (913) hours worked, auxiliary employees shall be entitled, on a pro-rated basis, to the same jury duty leave to which regular employees are entitled. This will only apply to jury duty and to shifts that the employee has already been scheduled to work at the time that the employee was summoned for jury duty.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

****Moved into CA under 8.13***

SCHEDULE "J"

LETTER OF UNDERSTANDING – ACCOMMODATION PROCESS

~~The Employer and the Union agree to the following:~~

~~When the Employer requires more than one physician statement in relation to a given accommodation request, the Employer will pay the reasonable cost associated with the second and any subsequent physician statement, provided the initial physician statement was reasonably complete.~~

~~This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.~~

****Renewed & Re-lettered***

SCHEDULE “K” “C”

LETTER OF UNDERSTANDING - EARNED DAYS OFF (EDO)

The Employer and the Union agree to the following:

Regular Full-Time and Temporary Full-Time Employees who are eligible for EDOs shall have access to eight (8) unpaid days per calendar year to be scheduled on the same terms as EDOs.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.