

# **COLLECTIVE AGREEMENT**

**Between**

**The Sechelt Public Library Association Board**

**And**

**Canadian Union of Public Employees,  
Local 391 – Sechelt Library Workers**

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# **COLLECTIVE AGREEMENT**

Between

**The Sechelt Public Library Association Board**

(the "Employer")

And

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**

(the "Union")

## **PREAMBLE**

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;
- (f) provide the citizens of the Sunshine Coast with the highest standard of Library operations and services.

## **ARTICLE 1: COVERAGE**

### **1.01 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 shall mean a person who is an employee as defined in the Labour Relations Code of BC, who is employed in the bargaining unit for which the Union has been certified, except those that are exempted by agreement of the parties.
- (b) Probationary employee shall mean any regular employee who has not completed his/her probationary period.
- (c) Regular employee shall mean an employee who works in a permanent position with no fixed term of employment, after successful completion of probation.
- (d) Full-time employee shall mean any regular employee who normally works thirty-five (35) hours per week.
- (e) Part-time employee shall mean any regular employee whose normal work assignment is less than thirty-five (35) hours per week.
- (f) Casual employee shall mean an employee, who is hired after July 8, 2010, who works on an as-needed basis.
- (g) Temporary employee shall mean an employee who is employed for a fixed term of employment not to exceed six (6) calendar months [twelve (12) calendar months in the case of pregnancy and parental leave replacement], and/or with no commitment that the appointment is for, nor will lead to, continuous work in a permanent position. The time

limit set out above may be extended only by the agreement of the Union in writing, which agreement shall not be unreasonably denied.

- (h) Auxiliary employee means an employee covered by Letter of Understanding #5.
- (i) Day shall mean a calendar day unless otherwise specified.
- (j) Promotion shall mean the movement of an employee to a classification with a higher maximum rate of pay.
- (k) Transfer shall mean the movement of an employee to a classification with the same maximum rate of pay.
- (l) Demotion shall mean the movement of an employee to a classification with a lower maximum rate of pay.
- (m) Layoff shall mean an employer initiated temporary or indefinite cessation of active employment of a regular employee or a reduction of more than 30% in the regular hours of work of a regular employee.
- (n) Immediate Family shall mean spouse (including common-law and same sex partners), child (including foster child who lives with the employee as a member of the employee's family), parent, parent-in-law, guardian, brother, sister, grandchild, or grandparent.
- (o) Employer shall mean the Sechelt Public Library Association Board.

## **ARTICLE 3: UNION RECOGNITION**

### **3.01 Exclusive Bargaining Agent**

The Employer recognizes the Canadian Union of Public Employees Local 391 – Sechelt 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.

### **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.

### **3.03 No Other Agreements**

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

### **3.04 Union Membership**

As a condition of employment, each bargaining unit employee, who was a member of the Union on December 15, 2009, and each bargaining unit employee employed after that date, shall become a member of the Union within thirty (30) days.

## **ARTICLE 4: MANAGEMENT RIGHTS**

### **4.01 General**

- (a) The Management of the Employer's business is vested exclusively with the Employer in all respects. The Employer continues to have all of the management rights it enjoyed prior to this Agreement coming into force and effect, except as such rights have been limited by the explicit provisions of this Agreement.
- (b) In exercising its management rights, the Employer shall not act in an arbitrary, discriminatory or bad faith manner.

## **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 month's 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, the amount deducted from each employee and the number of hours worked by each employee in that period.
- (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 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.

# **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 10.02(e) dealing with the termination of probationary employees.

## **7.02 Notification**

The Employer shall utilize corrective performance counseling when responding to minor disciplinary infractions prior to applying formal discipline. Written warnings and documentation of suspensions and dismissal, including reasons shall be placed on the employee's personnel file and shall be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for such discipline. The Union shall be copied on all such discipline. The employee may also respond to such discipline in writing and this response shall also be filed in the employee's personnel record and attached to such documentation.

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

When the Employer intends to interview an employee for disciplinary or dismissal purposes, including investigative meetings to determine whether discipline or dismissal should result, 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. Time spent by an employee acting as a Union representative at such meeting, when such employee (representative) is otherwise scheduled to work, shall be without loss of pay, benefits or seniority.

## **7.04 Employee Records**

- (a) There shall be a single personnel file for each employee.
- (b) Formal written disciplinary documentation or commendations shall not be entered into an employee's file without the concerned employee being provided with a copy.

- (c) An employee shall have the right to examine the content of the employee's personnel file, 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 by the Employer.
- (d) Employees may request that disciplinary documents of a minor nature be removed from their personnel files after thirty-six (36) months from the date such document was placed on file, provided that no other disciplinary action has been documented during that period. The Employer shall consider each such request on its individual merits and shall not unreasonably deny the removal of any such document.

## **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**

Subject to the requirements of the Privacy Act, the Employer and the Union agree to exchange information such as job descriptions, wage rates, sick leave usage and description of benefit plans relating to employees in the bargaining unit, provided in the case of the Employer, such information is readily available.

# **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 in accordance with the grievance procedure. 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 Chief Librarian shall meet and attempt to settle the concern. The employee may be accompanied by a Union 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. If the matter cannot be settled, the Chief Librarian shall respond to the employee in writing within ten (10) days of the commencement of the informal discussion.

### **(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 Chief Librarian. The employee, the employee's Union representative(s), and the Chief Librarian shall meet and attempt to settle the grievance. The written grievance shall indicate the alleged breach of the agreement and the proposed

resolution. The Chief Librarian may be accompanied by one or more representatives. The Employer shall provide a written response to the grievance to the Union within ten (10) days of the commencement of Step 1.

(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 formed by the Employer for this purpose, and a grievance committee of the Union. The Employer shall provide the Union with a written response to the grievance within twenty-one (21) days of the commencement of Step 2.

(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 applicable step of the grievance procedure within fourteen (14) 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 for the Employer's written response to the grievance at the previous step.

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

- (a) The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.
- (b) A single arbitrator or 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**

It is recognized that timely resolution of grievances is desired. Therefore, the time limits set out in this Agreement are mandatory in all respects, unless varied in writing by the mutual agreement of the Parties, which agreement shall not be unreasonably denied by either party.

### **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 applies to regular employees, who have successfully completed probation, and is accumulated on the basis of each regular employee's length of service in the bargaining unit based on accumulated hours actually worked (excluding overtime). Seniority shall include the employee's probationary period and service with the Employer prior to certification of the Union.
- (b) Seniority shall accrue while a regular employee is on pregnancy and parental leave (including adoption), an approved Workers' Compensation wage loss claim subject to section 9.03(f) below, Union leave and any Employer approved leave of absence of less than thirty (30) calendar days. In this case, seniority shall be calculated on the average number of hours worked per week in the previous six (6) months.
- (c) Seniority shall operate on a bargaining-unit-wide basis.
- (d) Casual employees, temporary employees and auxiliary employees, who post into a regular position, shall have their accumulated casual, temporary or auxiliary service with the Employer (as applicable) credited towards their seniority following such appointment (after successful completion of probation, if and when applicable).

### **9.02 Seniority List**

- (a) The Employer shall maintain a seniority list showing the date upon which each current regular employee's service commenced and the employee's accumulated seniority. Where two (2) or more regular employees have equal seniority, their ranking on the seniority list shall be determined on the basis of earliest start date with the Employer.
- (b) For information purposes only, each current auxiliary, casual and temporary employee shall be listed on the bottom of the seniority list showing the date their service commenced and their accumulated service.
- (c) An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in April of each year, or upon request by the Union in writing.

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

A regular employee shall lose all seniority and shall no longer be an employee when the

employee:

- (a) is discharged for just cause and not reinstated;
- (b) resigns and does not withdraw the resignation within twenty-four (24) hours;
- (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 without permission and without reasonable cause;
- (f) has been on an approved workers' compensation wage loss claim for two (2) years or until the employee's wage loss claim comes to an end or WorkSafe BC determines that the employee is totally disabled, whichever occurs earliest;

## **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) Regular full-time employees shall serve a probationary period of three (3) months actually worked after being appointed to a regular full-time position. The probationary period may be extended by mutual agreement between the Parties in writing for good and sufficient reason for up to a maximum of three (3) further months.
- (b) Regular part-time employees shall serve a probationary period of three hundred (300) hours actually worked. The probationary period may be extended by mutual agreement between the Parties in writing for good and sufficient reason for up to a maximum of three hundred (300) further hours.
- (c) Casual and temporary employees shall be on probation for their first three (3) years of employment or until they have actually worked one thousand (1000) cumulative straight-time hours, whichever occurs latest. Casual and temporary employees who complete probation under this section (c) shall not be required to complete another probation period, if and when they are appointed to a regular position.
- (d) Auxiliary employees are deemed to have completed probation and shall not be required to complete a probation period, if and when they are appointed to a regular position.
- (e) The Employer may terminate any probationary employee whom it determines to be unsuitable for further employment.

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

- (a) When the Employer intends to fill a vacancy in a regular bargaining unit position or it creates a new regular position in the bargaining unit, or it intends to fill a temporary position in the bargaining unit that 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, which may be subsequently changed without reposting;
- whether the position is regular or temporary;
- deadline for applications.

#### **10.04 Selection**

- (a) Subject to subsection (b) below, when filling vacancies posted under article 10.03, qualifications, experience, skill and ability shall be the primary considerations. When the qualifications, experience, skill and ability of two (2) or more current employees is relatively equal, seniority [or length of service where applicable – see subsections (d) and (e) below] shall be considered and shall be the determining factor.
- (b) Recognizing the value of providing promotional opportunity to existing employees, the Employer shall give preference to current employees when filling posted vacancies, as follows, provided the employee receiving preference has completed probation and has the required qualifications, experience, skill and ability.

The following order of preference shall apply:

- Current regular employees shall receive preference over all other applicants.
  - Current auxiliary employees shall receive preference over casual employees, temporary employees, and external applicants.
  - Current casual and temporary employees, who have completed at least fifteen hundred (1500) straight-time hours actually worked in the twenty-four (24) month period immediately preceding the posting, shall receive preference over external applicants.
- (c) All current employees who have completed probation and who apply for a posted position shall be interviewed, provided they meet the threshold tests established in section (b) above.
  - (d) When the qualifications, experience, skill and ability of two (2) or more auxiliary employees are relatively equal in the selection process under section (a) above, length of accumulated service shall be considered and shall be the determining factor.
  - (e) When the qualifications, experience, skill and ability of two (2) or more casual and/or temporary employees are relatively equal in the selection process under section (a) above, length of accumulated service shall be considered and shall be the determining factor.
  - (f) Seniority (or length of accumulated service, as applicable) of candidates shall be calculated as of the date of closing for a position.

#### **10.05 Trial Period**

- (a) Regular full-time employees, who are appointed (whether by promotion, demotion or transfer) to fill a regular position, shall be placed on trial in the new position for a period of three (3) months.
- (b) Regular part-time employees, auxiliary employees, casual employees and temporary

employees, who are appointed (whether by promotion, demotion or transfer) to fill a regular position, shall be placed on trial in the new position for a period of three hundred (300) hours. Conditional on satisfactory performance and suitability for the position, the employee shall be confirmed in the new position upon completion of that trial period.

- (c) 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 demotion, the employee shall be returned to the employee's former position. However, if the trial period results from bumping, the regular employee in question 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 was hired as a result may 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 the complement of regular employees the order of layoff shall be in reverse order of bargaining unit wide seniority, provided the employees to be retained have the qualifications, experience, skill and ability to perform the work remaining.

### **11.02 Severance Pay**

A regular employee who is laid off and who elects to resign rather than bump another employee or be placed on the recall list, shall be entitled to severance pay as follows, provided the employee makes such election within seven (7) calendar days of receiving layoff notice:

- (a) After three (3) consecutive months of employment, one (1) week's wages;
- (b) After twelve (12) consecutive months of employment, two (2) weeks' wages;
- (c) After three (3) consecutive years of employment, three (3) weeks' wages plus one (1) additional week's wages for each additional year of continuous employment, to a maximum of eight (8) weeks' wages.

Employees who receive severance pay under this Article (11.02) are deemed terminated in all respects and thereafter have no claim of any kind against the Employer arising out of the employee's employment with the Employer.

### **11.03 Bumping Rights**

A regular employee who has been given layoff notice, instead of being laid off may bump an employee who has less seniority. The employee exercising the bump must do so within three (3) working days of having received the layoff notice and must have the required qualifications, skill and ability to work in the position into which the employee is bumping. The Employer shall provide the bumping employee with familiarization and orientation in the new position.

### **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 and does not elect to take severance pay under article 11.02, 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 any posted position with the Employer, provided the recalled employee has the required qualifications, skill and ability to work in the applicable position. The Employer shall provide the recalled employee with familiarization and orientation in the new position.

### **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 telephone number and 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; or
  - (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**

For payroll purposes, the workweek shall commence at 12:01 a.m. 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 of not less than thirty (30) minutes and not longer than sixty (60) minutes, scheduled by the Employer near the middle of the employee's shift.
- (b) The normal workweek for a full-time employee shall be thirty-five (35) hours exclusive of meal periods.

- (c) The normal work pattern for a full-time employee shall provide five (5) workdays and two (2) days off each week, which for overtime calculation purposes shall be considered to be in the same workweek. The Employer shall make every reasonable effort, subject to operational requirements, to schedule regular full-time employees to work five (5) consecutive work days each week, followed by two (2) consecutive days off.
- (d) The normal work pattern for part-time employees shall provide for at least two (2) consecutive days off each week, operational requirements permitting.
- (e) Regular full-time employees, who are required by the Employer to work five (5) consecutive regularly scheduled shifts in one work week shall normally have two (2) consecutive rest days off before commencing work on their regularly scheduled shifts in the next (subsequent) work week. When the Employer does not provide this two (2) day rest period, the rate of time and one half (1½X) shall apply on the first shift worked in the subsequent work week when the employee should have been at rest [and double time (2X) on the second day worked in the subsequent week when the employee should have been at rest, if applicable].

### **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 a maximum of thirty (30) minutes, which shall be scheduled by the Employer at an appropriate time. Such meal period shall not be included in calculating regular work hours.

### **12.04 Rest Breaks**

- (a) Each employee, who is on duty for more than five (5) hours on a day, shall have two (2) fifteen (15) minute rest breaks during the work day, scheduled by the Employer – one (1) in the first half of the shift, the other in the second half of the shift.
- (b) Each employee, who is on duty for five (5) hours on a day or less shall have one (1) fifteen (15) minute rest break during the work day, scheduled by the Employer.
- (c) The time for such breaks shall be included as part of the regular hours of work.

### **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 mean authorized time worked after seven (7) hours in a day, or more than thirty-five (35) hours in a week.
- (b) Overtime must be authorized in advance by the Chief Librarian, or designate.
- (c) Employees who work overtime shall be paid as follows:
  - Daily Overtime: One and one-half times (1½ X) the employee's basic rate for all hours worked in excess of seven (7) straight-time hours in any day. Double time (2X)

the applicable basic rate for all hours actually worked in excess of ten (10) straight-time hours in any day.

- **Weekly Overtime:** Weekly Overtime only applies after an employee has worked more than thirty-five (35) straight-time hours in the week. Only the first seven (7) straight-time hours worked in each day of the week shall be counted for purposes of determining whether weekly overtime applies.

**Weekly Overtime Rate:** One and one-half times (1½ X) the employee's basic rate for all hours worked in excess of thirty-five (35) straight-time hours in the week. Double time (2X) the applicable hourly rate of pay for all hours actually worked in excess of forty-two (42) hours in any week.

### **12.07 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 within six (6) months of the date the overtime was worked and at a time mutually agreed by the employee and the Chief Librarian. Unused compensatory time that is not taken within this six (6) month period shall be paid out at the rate at which it was earned, unless an extension of the period in which the compensatory time must be taken is granted at the discretion of the Chief Librarian.
- (b) The maximum accumulation of compensatory time is one (1) week based upon the number of hours normally worked by that employee in a week. Compensatory time off is payable at the rate at which the time was earned.
- (c) Any unused compensatory time that is outstanding shall be paid out at the rate at which it was earned, when an employee leaves the employ of the Employer.

### **12.08 Call-In Shifts**

- (a) For the purposes of this sub-section, "Call in shifts" shall be defined as extra hours of work becoming available or shifts not regularly scheduled.
- (b) Call-in shifts shall be offered to available employees in the following order of preference, provided to receive such work an employee must have the required qualifications, experience, skill, and ability and provided further that no overtime results from so doing:
  1. Regular part-time employees wishing to avail of such work, in seniority order.
  2. Auxiliary employees wishing to avail of such work, on an equitable basis among the entire group of auxiliary employees.
  3. Casual and temporary employees wishing to avail of such work, on an equitable basis among the entire group of casual and temporary employees.

### **12.09 Work Schedules**

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

### **12.10 Casual/Auxiliary Availability**

It is understood, that a casual or auxiliary employee who does not perform any work for the Employer in a three (3) month period may, at the Employer's discretion, be removed from the casual or auxiliary employee list, except for Letter of Understanding #8.

## **ARTICLE 13: GENERAL HOLIDAYS**

### **13.01 Definition**

The following shall be observed as paid general holidays for bargaining unit employees:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	British Columbia Day
Thanksgiving Day	Labour Day	Remembrance Day
Christmas Day	Boxing Day	

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

- (a) Employees shall be eligible for the above listed general holidays and general holiday pay after completing thirty (30) day's of continuous employment.
- (b) Eligible regular full-time employees, who do not work on any of the above listed holidays, shall receive a normal days straight-time pay for the day.
- (c) Eligible regular part-time employees, auxiliary employees, casual employees and temporary employees, who do not work on any of the above listed holidays, shall receive a pro-rated amount of pay for the day in accordance with the formula for calculating the amount of pro-rated statutory holiday pay established in the B.C. Employment Standards Act.
- (d) If a general holiday falls on or is observed on a day that an eligible regular employee is not scheduled to work, and the employee is scheduled to work four (4) or five (5) days in the applicable week, such employee may elect to receive an additional day off without pay, in addition to the general holiday pay received. This unpaid day off shall be taken on the employee's working day immediately following the general holiday, or if operational requirements do not permit the employee to be off on that day, on another day mutually determined by the employee and the Chief Librarian.

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

An employee, who is eligible for the general holidays listed above and who works on a general holiday, shall be paid at time and one-half (1½ x) the employee's basic rate for the time worked. This payment is in addition to the employee being given another working day off with pay in lieu of the holiday (the pay determined in accordance with this Article). The working day off with pay shall be mutually determined by the employee and the Chief Librarian.

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

A general holiday that 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 (14):

"Vacation Year" means the twelve (12) continuous month period from an employee's

anniversary date to the employee's next anniversary date.

"Week of Vacation" means a regular employee's vacation time-off entitlement that is based upon each regular employee's normally and regularly scheduled workweek.

#### **14.02 Basis of Calculations**

Annual vacations shall be based on each regular employee's continuous service with the Employer since the date of hire as a regular employee.

#### **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:
  - (i) In the first (1<sup>st</sup>) year of service: two (2) weeks of vacation with pay at the employee's normal and regular basic rate of pay, prorated based upon the percentage of normal full-time hours that the applicable employee actually works in that first year.
  - (ii) After completing one (1) year of continuous service as a regular employee up to and including five (5) years of continuous service: three (3) weeks of vacation with pay at the employee's normal and regular basic rate of pay.
  - (iii) After completing five (5) years of continuous service as a regular employee up to and including fourteen (14) years of continuous service: four (4) weeks of vacation with pay at the employee's normal and regular basic rate of pay.
  - (iv) After completing fourteen (14) years of continuous service as a regular employee and in each year of continuous service thereafter: five (5) weeks of vacation with pay at the employee's normal and regular basic rate of pay.
- (b) The annual vacation entitlement shall be prorated in those years in which an eligible employee actually works less than a full year based upon the percentage (%) of normal full-time hours the employee actually works in the year. Regular part-time employees shall receive a prorated vacation entitlement on this basis.
- (c) Annual vacation time must be taken in each vacation year, as applicable, except that those employees who are entitled to three (3) weeks or more vacation may defer one (1) week to the following vacation year (to a maximum accumulation of two (2) weeks once every five (5) years). Deferred vacation time must be taken in the vacation year following the year in which it was deferred (with the exception of the five (5) year two (2) week accumulation). Deferred vacation time off shall be paid at the rate in effect when it was deferred and deferred vacation not taken shall be paid out at this rate.

#### **14.04 Vacation Pay On Termination**

- (a) Employees shall be paid for vacation pay that is earned but not taken at the time of termination of their employment, irrespective of reason, as soon as is practicable following the termination.
- (b) When the Employer advances vacation pay and the applicable employee's employment terminates, irrespective of reason, before such vacation pay is subsequently earned by the employee, the Employer has the authority to collect such overpayment at the time of

the termination from any moneys owing to the employee.

#### **14.05 Vacation Scheduling**

- (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 her 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, or unless operational requirements are such that the Employer has no reasonable alternative other than to cancel an employee's vacation.
- (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**

- (a) Temporary employees and casual employees shall receive vacation pay, on each pay cheque, in accordance with the provisions of the Employment Standards Act of BC. These employees may be granted equivalent time-off without pay, at the discretion of the Chief Librarian subject to operational requirements, up to the maximum equivalent time off that is equal to the vacation pay they have received in each year (the amount of such time being calculated as follows: vacation pay received divided by the average hourly rate upon which such vacation pay is calculated).
- (b) Auxiliary employees covered by Letter of Understanding # 5 shall earn and receive annual vacation time off and pay on the same basis as regular part-time employees in accordance with section 14.03 above.

### **ARTICLE 15: SICK LEAVE**

#### **15.01 Sick Leave Defined**

Sick leave shall mean the period of time that a regular employee, temporary employee, or auxiliary employee covered by Letter of Understanding #5, is eligible to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, under examination or treatment of a physician or dentist, or attending to a family member who is ill or needs assistance with medical care where such attendance is one day or less, or such other reason as may be approved at the discretion of the Chief Librarian.

#### **15.02 Sick Leave Amount**

- (a) Regular full-time employees shall earn sick leave at the rate of one-and-a-half (1.5) days per complete month actually worked to a maximum of eighteen (18) days in each calendar year (Jan. – Dec.). Regular part-time employees, temporary employees, and auxiliary employees covered by Letter of Understanding #5, shall earn sick leave stated in hours, at the rate of seven percent (7.0%) of their hours actually worked, to a maximum of one hundred and twenty-six (126) hours in each calendar year (Jan. – Dec.).
- (b) Casual employees are not eligible for sick leave under this article.
- (c) Sick leave earned after January 1, 2005 may be accumulated to a maximum of sixty (60) days [four hundred and twenty (420) hours in the case of regular part-time employees, temporary employees, and auxiliary employees covered by Letter of Understanding #5]. Accumulated sick leave, which is not used for the reasons for taking sick leave set out in article 15.01, shall not be compensated in monetary or other form.
- (d) Although earned, paid sick leave may not be taken during the probationary period.
- (e) In order to receive sick leave, eligible employees must, if possible, notify the Employer that they are requesting such leave prior to the beginning of their working day.

### **15.03 Medical Certificate**

- (a) The Employer may require any employee who is requesting sick leave to provide proof satisfactory to the Employer that the employee is legitimately unable to carry out her duties for any of the reasons for taking sick leave set out in article 15.01.
- (b) The Employer may request a certificate from a qualified medical practitioner confirming fitness to return to work following any illness or accident or disability. The cost of obtaining this Return To Work Medical Clearance shall be paid by the Employer.

### **15.04 Sick Leave Records**

An accumulated sick leave record shall be maintained for each eligible employee.

## **ARTICLE 16: LEAVES OF ABSENCE**

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

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

Leaves of absence without pay, loss of seniority or benefits for Union business shall be granted, as set out below, provided that reasonable advance notice is given of the dates and duration of such leave.

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

- (1) Official representatives of the Union shall be granted leave of absence without pay, loss of seniority or benefits to attend Union conventions or to perform other functions on behalf of the Union and its affiliates. The Employer shall make every reasonable effort to grant leave under this section, subject to operational requirements, provided further that sufficient advance notice is given of the dates and duration of such leave.
- (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**

A regular employee who obtains a full-time position with the Union or any body with which the union is affiliated, shall be granted leave of absence without pay or loss of seniority for a period of up to one (1) year, and which may be renewed each year, on request, during the employee's absence.

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

- (i) Representatives of the Union shall be granted leave of absence without loss of pay, seniority or benefits when required, during their scheduled straight-time working hours, to deal with the Employer during the grievance procedure with respect to a grievance or with meetings of joint committees established by agreement of the Union and the Employer.
- (ii) Up to two (2) employee representatives of the Union shall be granted leave of absence without loss of pay, seniority or benefits when required to leave work during their otherwise scheduled straight-time working hours to meet with the Employer for purposes of collective bargaining. The Employer shall fund a grand total of forty-two (42) straight-time hours under this subsection (ii) for the negotiation of any one collective agreement, irrespective of the time spent by either or both employee Union representatives in so doing. The Employer will consider, on a case by case basis, any request made by the Union for payment of more than the above amount, subject to the approval of the Library's Board of Directors, at its discretion.

**16.02 Bereavement Leave**

In the event of one or more deaths in the immediate family of a regular, temporary or auxiliary employee, the employee, upon notifying the Chief Librarian, shall be granted leave of absence at the time, without loss of pay, seniority or benefits, for up to three (3) previously scheduled work days within the seven (7) day period immediately following the death.

- (a) Where the death occurs outside the Province, the employee may apply for up to an additional two (2) previously scheduled working days of leave without loss of pay, seniority or benefits, which together with the basic bereavement leave shall be within a nine (9) day period immediately following the death. These additional days may be granted by the Employer at its discretion.
- (b) Where the death occurs outside the Country, the employee may apply for up to an additional two (2) weeks of leave without pay or benefits, but without loss of seniority. These additional days may be granted by the Employer at its discretion. Employees may, at their discretion, use banked or vacation time owed for this purpose.

**16.03 Mourners' Leave**

Subject to the operational requirements and at the Employer's discretion, leave of absence to attend a funeral as a mourner may be granted to a regular, temporary or auxiliary employee

without loss of pay, seniority or benefits. Such leave shall be up to one-half day for a funeral on the Sechelt Peninsula, and up to one (1) day off the Sechelt Peninsula.

#### **16.04 General Leave**

- (a) A regular employee or an auxiliary employee may request a leave of absence without pay for reasons other than medical, for up to three (3) months in any calendar year for good and sufficient cause. The request must be made in writing, stating the purpose(s) for which the leave is requested, at least four (4) weeks prior to the expected date of the commencement of the leave to minimize disruption of staff. Requests for general leave under this section (16.04) may be approved at the discretion of the Employer, subject to operational requirements and the availability of a replacement suitable to the Employer. Leave granted under this section may only be used for the purpose(s) requested.
- (b) When a regular employee is granted a leave of absence without pay under this section (16.04), and the employee is on the Employee Benefits Plan (Article 19) at the time the leave commences, the employee receiving the leave must pay one hundred percent (100%) of the premiums' costs of maintaining the insured benefits that are to be maintained during the leave period, prior to taking the leave.

#### **16.05 Jury Duty/Witnesses**

Regular, temporary and auxiliary employees subpoenaed by the Crown for jury duty or as witnesses for the Crown in any court shall continue to be paid the basic wages they would have otherwise earned had they not so served. Any compensation received by the employee (with the exception of compensation for travel and food) shall be paid to the Employer.

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

The maternity leave and parental leave provisions (including adoption) of the Employment Standards Act of B.C. shall apply.

#### **16.08 Family Responsibility Leave**

Regular employees, temporary employees and auxiliary employees covered by Letter of Understanding #5 are eligible to receive family responsibility leave, without pay in accordance with the applicable provisions of the Employment Standards Act of BC.

#### **16.09 Compassionate Care Leave**

Regular, temporary and auxiliary employees are eligible to receive compassionate care leave pursuant to section 52.1 of the BC Employment Standards Act.

### **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 bi-weekly on Thursday.
- (c) On each payday each employee shall be provided with an itemized statement of wages,

deductions, etc.

### **17.02 Minimum Guarantee**

- (a) Any employee who reports for work on a regularly scheduled straight-time shift, who does not commence work, 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 WorkSafe BC, provided the employee has not been contacted by the Employer before reporting and told not to report.
- (b) Regular full-time employees, regular part-time employees and auxiliary employees covered by Letter of Understanding #5, who report for work on a regularly scheduled shift at straight-time, and who actually commence work, shall be paid the employee's applicable basic rate of pay, with a minimum of four (4) hours' pay. Casual employees and temporary employees, who report for work on a regularly scheduled straight-time shift of less than seven (7) hours duration and who actually commence work, shall be paid their regular basic rate of pay, with a minimum of two (2) hours' pay.

### **17.03 Acting Temporary Capacity**

When an employee is temporarily required to perform the duties of a higher paying position for five (5) consecutive work days or longer and the performance of such temporary work is not covered by the employee's job description, the employee shall be paid for the time worked in the position as if promoted to it. If the temporary assignment is to a lower paid position, the employee shall continue to be paid at the employee's regular rate.

## **ARTICLE 18: JOB DESCRIPTIONS AND CLASSIFICATIONS**

### **18.01 Bargaining Unit Classifications**

The classifications that apply to the bargaining unit shall be as listed in Schedule "A".

### **18.02 New and Changed Jobs**

#### **(a) Job Descriptions**

The Employer shall prepare and maintain job descriptions for each bargaining unit classification. The descriptions in place as at July 8, 2010 are deemed to be the recognized descriptions, subject to subsequent amendments by the Employer.

#### **(b) New and/or Changed Classifications**

- (1) When a new bargaining unit classification is established by the Employer after July 8, 2010, or the Employer makes a substantial permanent change to an established classification after July 8, 2010, a new/changed classification description shall be forwarded to the Union, along with the Employer's intended wage rate.
- (2) Should the Union wish to comment on or to have input into the new/changed job description, it must do so, in writing, within fourteen (14) days of its receipt of the new/changed description. The Employer shall finalize the applicable description after receiving the Union's comments and input, or after the fourteen (14) day period

has expired, considering the Union's comments and input as the Employer considers appropriate.

- (3) When the Union believes that the wage rate intended by the Employer is inappropriate, it must object in writing to the Employer within thirty (30) days of its receipt of new/changed classification description, otherwise the Employer's intended wage rate is deemed established and is no longer subject to further dispute.
- (4) If the Parties fail to agree on the wage rate to apply within fourteen (14) calendar days after the Employer received the Union's objection, either party may refer the matter to arbitration under this Agreement for resolution.
- (5) The jurisdiction of the arbitrator under this Article 18.02(b), is limited to establishing the wage rate to apply to new or substantially changed jobs based primarily upon internal relativity.
- (6) The Union shall notify the Employer in writing to initiate a classification review, when it or an employee believes a substantial permanent change has been made to an established classification warranting a wage increase after July 8, 2010.
  - (i) If the parties can agree that a substantial permanent change has been made to an existing job in the case of a Union initiated classification review, they shall then discuss the wage rate that is to apply. If they fail to agree within fourteen (14) calendar days after the Employer received the Union's request for a classification review, either party may refer the matter to arbitration for resolution. The jurisdiction of the arbitrator in such cases is limited in accordance with subsection (5) above.
  - (ii) If the parties cannot agree whether a substantial permanent change has been made to an established job in the case of a Union-initiated classification review, that particular question may be submitted to arbitration for resolution. If the arbitrator agrees that a substantial permanent change has been made to an established job and such change warrants a wage increase, the arbitrator may establish the wage rate to apply in accordance with subsection (5) above.
  - (iii) In the case of Union initiated classification reviews under this subsection (6), the rate of pay established for the substantially changed classification shall be retroactive to no earlier than the date that the Employer received the Union's written notification under this subsection (6).

## **ARTICLE 19: EMPLOYEE BENEFITS**

- (a) Regular employees who are normally and regularly scheduled to work twenty (20) hours or more per week shall be eligible for the following insured benefits on the first (1st) day of the month following the month in which they successfully complete probation.
  - (i) Medical Services Plan (MSP)
  - (ii) Extended Health Benefits (including Dental Plan)
- (b) The Employer will arrange with a carrier, as applicable, for the provision of the above benefits for eligible employees. The terms and conditions governing the provision of these benefits pursuant to the contract that the Employer has entered into with the carrier shall apply in all respects, provided that the benefits and benefit levels provided under the above plans as at July 8, 2010 shall not be changed without the Union's agreement, which agreement shall not be unreasonably denied provided the changed benefit or

benefit levels are substantially similar to those existing before the change. The Employer will not change benefit carriers without discussing the change with the Union in advance.

- (c) Where there is a conflict between the information described in this Agreement and the contracts entered into by the Employer with the carrier, the carrier's contract shall apply and take precedence in all respects.
- (d) The Employer shall pay one hundred percent (100%) of the premium cost for the above benefit plans in effect as at July 8, 2010.
- (e) Auxiliary employees covered by Letter of Understanding #5, who were enrolled in the above referenced benefits as at July 8, 2010 shall continue to be eligible for such benefit coverage, provided they are normally and regularly scheduled to work the twenty (20) hours or more per week.
- (f) Those employees who are covered by the Municipal Pension Plan as at July 8, 2010 shall continue to be eligible for coverage under such Plan, provided they maintain the eligibility requirements required by the Plan.
- (g) Employees, who are otherwise eligible for benefits coverage under this Article (19), who are on unpaid leave or layoff, or whose normal and regularly scheduled hours of work temporarily fall below the twenty (20) hours per week qualification requirement, may apply to retain their benefits coverage during the period when they are not working or their scheduled hours are temporarily below the required level. The retention of benefit coverage in such circumstances cannot result, either directly or indirectly, in additional costs to the Employer and each such application shall be subject to approval by both the carrier and the Employer. Employees, if any, who are approved by the Employer and the carrier for retention of benefits coverage under this subsection (d), must pay one hundred percent (100%) of the cost of maintaining such coverage, in advance to the Employer for the period(s) in question.

## **ARTICLE 20: JOINT CONSULTATION**

### **20.01 Joint Labour-Management Consultation Committee**

A Joint Labour-Management Consultation Committee shall be established and 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 days, upon the request of either Party.

### **20.02 Purpose of Committee**

The Joint Labour-Management Consultation 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.

### **20.03 Grievances Excluded**

The Joint Labour-Management Consultation Committee shall not deal with grievances.

## **ARTICLE 21: JOB SECURITY**

No regular employee (full-time and part-time), who was employed as at July 8, 2010, shall be laid off or suffer a reduction in his/her normally and regularly scheduled straight-time working hours, as a direct result of the Employer contracting-out bargaining unit work.

## **ARTICLE 22: GENERAL**

### **22.01 No Strikes or Lockouts**

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

### **22.02 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.

### **22.03 Copies of Collective Agreement**

- (a) The Parties, as soon as practicable after execution of this Agreement, shall provide each member of the bargaining unit with a copy.
- (b) The Parties shall be jointly responsible for preparing the Agreement, and having it printed in a union shop. Costs of economical printing shall be shared equally between the Parties.

### **22.04 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.

### **22.05 Picket Lines**

No employee, except in emergency conditions, shall be required to cross a picket line when such picket line is a legal picket line established under the Labour Relations Code of BC or the Labour Code of Canada. Failure to cross such a picket line shall not be grounds for disciplinary action.

### **22.06 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.

## **22.07 Job Related Professional Development**

- (a) The Employer encourages regular employees to continue their professional development through attendance at conferences, seminars and workshops concerned with library science.
- (b) Approval for such activities shall be requested before the event and requires approval by the Chief Librarian.
- (c) Costs and compensation must be agreed between the Parties before the event, subject to the professional development funding that the Employer may or may not, at its discretion, budget for in any year; and such agreed upon amount(s) shall be reimbursed upon completion of the event.
- (d) The Employer shall provide on-the-job training to employees, provided such training is required in order to meet operational requirements, and provided further that such training is subject to the training funding that the Employer may or may not, at its discretion, budget for in any year.

## **ARTICLE 23: HUMAN RIGHTS/DISCRIMINATION/HARASSMENT**

### **23.01 General Principles**

All employees are entitled to a work environment that is free from any form of harassment. The Employer shall make every reasonable effort to ensure that no employee engages in harassment, or is harassed, in its workplace, in accordance with the B.C. Human Rights Code. Substantiated cases of harassment may be cause for disciplinary action.

The Employer shall develop, during the term of this agreement and in consultation with the Union, a Harassment Policy which shall include a provision for referral of unresolved complaints to an independent third party agreed to by the Parties for a final and binding resolution.

All costs incurred as a result of the foregoing shall be shared equally by the Parties.

### **23.02 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 Chief Librarian, or the Chair of the Sechelt Public Library Association Board, if the Chief Librarian is the alleged harasser.
- (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) Subject to the grievance procedure, discrimination, harassment or 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.

### **23.03 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, provided that:

- 1) The Employer's investigation of the complaint has been completed, including implementation of resolution actions, if any; or
- 2) The grievance procedure may not be invoked when the mutually agreed upon third party harassment investigator has investigated the matter and issued final and binding recommendations.

**ARTICLE 24: JOINT OCCUPATIONAL HEALTH AND SAFETY**

**24.01 Composition**

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

**24.02 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 25: DURATION AND RENEWAL**

**25.01 Duration and Renewal**

This Agreement shall be binding and remain in effect from July 8, 2010 until June 30, 2014. However, it shall not terminate on June 30, 2014, but shall continue in effect from year to year thereafter, 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 legal strike notice or legal lockout notice is given.

**25.02 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.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## SCHEDULE "A" – CLASSIFICATIONS & HOURLY WAGE RATES

CLASSIFICATION	Current	EFFECTIVE DATES			
		On Ratification 2.5%	June 1, 2011 2.0%	June 1, 2012 2.5%	June 1, 2013 3.0%
Technical Services Supervisor	\$25.65	\$26.29	\$26.82	\$27.49	\$28.31
Public Services Supervisor	\$22.50	\$23.06	\$23.52	\$24.11	\$24.84
Public Services – Interlibrary loan	\$18.75	\$19.22	\$19.60	\$20.09	\$20.70
Public Services – Childrens' programming	\$19.25	\$19.73	\$20.13	\$20.63	\$21.25
Information Services librarian	\$22.50	\$23.06	\$23.52	\$24.11	\$24.84
Public Services Clerk II	\$18.00	\$18.45	\$18.82	\$19.29	\$19.87
Public Services - Administrative Assistant	\$17.50	\$17.94	\$18.30	\$18.76	\$19.32
Public Services Clerk I	\$17.00	\$17.43	\$17.77	\$18.22	\$18.76

**Rate Protection:** Public Services Clerk I - Donna Walsh-Wheeldon shall have her current rate of pay (\$17.50) "red-circled". She shall continue to receive that rate until June 1, 2011 at which time she shall receive the standard negotiated rate for the Public Services Clerk I position, as above.

**LETTER OF UNDERSTANDING #1**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

**RE: Grant Employees**

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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 Parties agree to the following conditions of employment for employees 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.
- 3) The work performed by grant employees shall be work that would not otherwise be done by regular staff within the applicable time frame.
- 4) Grant employees shall be employed on special projects not exceeding five hundred and sixty (560) cumulative working hours in duration, unless the Union agrees otherwise, which agreement shall not be unreasonably denied.
- 5) These Employees shall be paid at a rate established by the parties at the time any such employee is hired, plus vacation and holiday pay pursuant to the BC Employment Standards Act.
- 6) Any variation to the foregoing shall not be implemented without the mutual agreement of both Parties in writing.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #2**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

RE: Volunteers

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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.

- (a) It is agreed volunteers have a role for the Employer and are an important link to the community being served.
- (b) A volunteer is a person who performs tasks for the Employer without receiving wages, benefits, or compensation of any kind. Volunteers enhance and extend the services of the employees, and are not employees.
- (c) The use of volunteers shall not result in the layoff of any regular employee or the reduction of hours of any regular or auxiliary employee and no established regular position shall be left unfilled as the result of the use of volunteers.
- (d) Volunteers shall not be used to perform the work that would otherwise be performed by auxiliary employees or temporary employees, who are employees of record at the time in question.
- (e) Volunteers may perform the following duties:
  - Daily shelving of books;
  - Book repairs, gluing broken spines, taping torn pages and covers;
  - Processing new materials: affixing pockets and security tags and spine labels, stamping library name and date, taping spines and covers, attaching jackets;
  - Any other duties of a similar nature agreed to by the Union, which agreement shall not be unreasonably denied.
- (f) The Employer shall not use volunteers to perform bargaining unit work when the Union is legally on strike or during a legal lockout.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #3**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

RE: Hours of Work

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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.

Notwithstanding the provisions in the Collective Agreement governing the hours of work and overtime rates, the Parties agree to the following special agreements for the applicable employees:

The Employer may continue to schedule two (2) daily shifts of seven and one-half (7.5) hours for Beth Dodds. Daily overtime shall apply to Ms. Dodds after seven and one-half (7.5) straight-time hours are worked on these days. Ms. Dodds' seniority shall accrue in accordance with the Collective Agreement.

Should Ms. Dodds wish to discontinue the special hours of work arrangement established by this Letter, she may do so on one (1) week's written notice to the Employer, and thereafter the hours of work and overtime provisions of the Agreement shall then apply, and this Letter shall be cancelled.

Signed in the District of Sechelt, B.C. this \_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #4**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

**RE: Sunday Openings**

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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.

If, during the term of this Letter, the Employer is considering whether to open for normal business on Sunday, it shall give the Union at least sixty (60) days advance notice pursuant to Section 54 of the BC Labour Code. The Employer will meet with the Union, at the Union's request, to discuss the matter so that the Union's concerns and the employees' interests are made known to the Employer before a final decision is taken on the subject.

If a decision is taken to open on Sundays, the Employer shall utilize auxiliary and casual as well as regular employees to create the necessary shift complement.

In the case of auxiliary and casual employees: the Employer shall first offer such work to those auxiliary and casual employees with the required qualifications, experience, skill and ability, who are willing to perform the work. If the required complement of auxiliary and casual employees cannot be obtained by so doing, the Employer shall then schedule the remaining complement of auxiliary and casual employees, in reverse order of their accumulated service, from among those auxiliary and casual employees having the required qualifications, experience, skill and ability.

In the case of regular employees, the Employer shall first offer such work to those regular employees with the required qualifications, experience, skill and ability, who are willing to perform the work. If the required regular employees cannot be obtained by so doing, the Employer shall then schedule the remaining complement of regular employees, in reverse order of their accumulated service, from among those regular employees having the required qualifications, experience, skill and ability.

Employees who work a Sunday shift shall be paid a premium of one dollar (\$1.00) per hour for each straight-time hour so worked.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #5**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

RE: Auxiliary Employees

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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 following employees of record as at July 8, 2010 are considered to be "auxiliary employees" for purposes of the collective agreement:

Donna Walsh-Wheeldon  
Elaine Seepish

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #6**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

RE: Archivist Position

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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 Archivist position shall remain outside of the Bargaining Unit (an exempt position) subject to the following subsections:

- (a) The parties shall review whether this position is to become a bargaining unit position, at such time as the current incumbent (Ann Watson) vacates the position, irrespective of reason.
- (b) If the funding for the Archivist position in future changes so that the Sechelt Public Library no longer acts as a 'flow through agent' for such funding, as is currently the case, with the result that the Library no longer pays the incumbent in the position through its payroll function, the position will not thereafter be eligible to be in the bargaining unit.
- (c) When Ms. Watson vacates the position and the Sechelt Public Library continues to pay the next and subsequent incumbents in the position through its payroll function, as is currently the case, the position will be placed in the bargaining unit, and the applicable provisions of the collective agreement shall apply for establishing the rate of pay for the position and for posting and filling the position.
- (d) If Ms. Watson is absent from work for any period of time and the Employer determines to replace her temporarily, the Employer shall temporarily fill the position from within the bargaining unit in accordance with the applicable provisions of the collective agreement. In this case, the bargaining unit employee who temporarily fills the position shall be considered for all purposes as continuing to be a bargaining unit employee during such temporary appointment.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #7**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

RE: Classification Titles

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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 parties shall review the Classification Titles listed in Schedule "A" (see point #13 of the June 28/10 Memorandum of Agreement) and shall change such Titles as mutually agreed prior to signing the final legal collective agreement. It is understood that this review involves titles only and does not involve a review of duties or the job descriptions for any classification

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #8**

between

**The Sechelt Public Library Association Board**  
(the "Employer")

and

**Canadian Union of Public Employees, Local 391 – Sechelt Library Workers**  
(the "Union")

This Letter of Understanding is appended to and forms part of the 2010 – 2014 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.

It is understood that the practice of granting Donna Walsh-Wheeldon extended leaves each year will continue during the term of the 2010 – 2014 collective agreement. In the future, Ms. Walsh-Wheeldon shall be deemed laid off during each such leave and her seniority rights and her right to re-employment shall continue in accordance with article 11.04 of the collective agreement.

Signed in the District of Sechelt, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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