

Collective Agreement  
Between

The Fort St. James Public Library Association

&

Canadian Union of Public Employees  
4951-03

January 1, 2023 to December 31, 2025



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## ARTICLE 1- MANAGEMENT RIGHTS

### 1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance or arbitration procedure.

Any rules and regulations the Employer implements shall not be contrary to any provisions of this agreement.

## HARASSMENT AND DISCRIMINATION

### 1.02 Discrimination

The Employer and the Union do not condone personal harassment, discrimination or sexual harassment. The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace.

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of their membership or activity in the Union or any other reason. The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic or national origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association. Employers' organization or Employees' organization, physical appearance, resident or the association with others similarly protected or any other prohibition of the Human Rights Code.

### 1.03 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive,

embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

### Sexual Harassment

Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential.

Sexual harassment shall include, but not be limited to:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a person's body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault

The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

Cases of sexual and/ or personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

## 1.04 Education and Policy

The Library agree to develop, jointly with the Union, a policy against personal harassment, discrimination and sexual harassment and to make all management personnel and employees aware that violations of the policy may be subject to disciplinary action. The Employer also agrees to include the subjects of discrimination and sexual harassment in appropriate training sessions.



## ARTICLE 2- RECOGNITION

### 2.01 Bargaining Unit

The Library recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (CUPE certification issued by the BC Labour Relations Board on September 20, 2018) These employees shall comprise the bargaining unit of CUPE Local 4951-03.

### 2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except as mutually agreed upon by the parties. The performance of these duties will not result in the reduction of hours or layoff of any bargaining unit members.

It is understood that from time to time the Library Director may perform some of the duties normally assigned to bargaining unit employees.

### 2.03 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### 2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other society, person, company, or non-unit employee.

### 2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to

the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

## ARTICLE 3 – DEFINITIONS OF EMPLOYEES

### 3.01 Employee

“Employee” shall mean any person defined as such by the Labour Relations Board certification order who is employed by the Library Board save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

### 3.02 Probationary Employee

Probationary employee shall mean a newly hired employee that shall be subject to a three (3) calendar month probationary period.

Under special circumstances and with the mutual agreement of the Employer and the Union, the probationary period may be extended to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.

During the probationary period, a probationary employee shall be entitled to all rights and privileges of this Agreement.

The Employer may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment carried out fairly and objectively. Each probationary employee shall be informed upon hiring of this provision in writing.

### 3.03 Full-Time Employee

Full-time employee shall mean an employee who satisfactorily completes the probationary period.

Employees work 7 hours per day and 35 hours per week.

Full-time employees receive all benefits and paid time off as outlined in the Collective Agreement.

### 3.04 Part-Time Employee

Part-time employee shall mean an employee who regularly works less than a full-time schedule. While part-time employees may work 7 or 8 hours per day, they do not do so on a regular basis.

Part-time employees who are scheduled on a regular basis to work 25 hours or more per week qualify for benefits and paid time off as outlined in the Collective Agreement.

Part-time employees who work less than 25 hours per week receive in lieu of vacation entitlement.

- 4% employed less than one year
- 6% 1 to 5 years of employment
- 8% after 5 years of employment

### 3.05 Casual Employee

Casual employee shall mean an employee who may be called at the discretion of the Employer to fill in for scheduled or unexpected absences.

Casual employees shall accumulate seniority on an hourly basis.

- Casual employees shall receive 4% employed less than one year
- 6% 1 to 5 years of employment
- 8% after 5 years of employment

### 3.06 Student/Seasonal Employee

Student/Seasonal employee shall mean an employee whose appointment is created due to seasonal requirements for a period not exceeding six (6) calendar months in duration. An employee's appointment may be extended beyond six (6) months with mutual agreement of the Union.

It is understood these employees will have the right to return to the same position providing this occurs within twelve (12) months of the completion of their appointment.

In lieu of vacation entitlement Student/Seasonal Employee(s) will receive 4%.

## ARTICLE 4- NO STRIKES/NO LOCKOUTS

### 4.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

### 4.02 Right to Not Cross Picket Lines

All members of the Union shall have the right to not cross any legal picket line without discipline or loss of remuneration.

## ARTICLE 5- UNION SECURITY AND DUES

### 5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### 5.02 Deductions

Deductions shall be made from the (bi-weekly) payroll and shall be forwarded to the Treasurer of the Canadian Union of Public Employees Local 4951, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage's deductions have been made. This list will also include the names and addresses of the employees terminated during that month.

### 5.03 New Employees

- a) The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

### 5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## ARTICLE 6- CORRESPONDENCE

### 6.01 Correspondence

All correspondence between the parties shall be copied to the Library Director or designate and the President of the Union.

## ARTICLE 7 – UNION- MANAGEMENT RELATIONS

### 7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

### 7.03 Union - Management Committee

A Union - Management Committee shall be established consisting of representative(s) of the Union and representative(s) of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.



### Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and electronically signed by the joint chairpersons as promptly as possible after the close of the meeting.

### Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## 7.04 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer, as appointees of the Employer.

The Union Bargaining Committee shall be comprised of the President or designate, CUPE National Servicing Representative and one (1) bargaining unit member.

Any library employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

#### 7.05 Time Off for Meetings

Any representative of the Union shall have the right to be part of the Bargaining Committee meetings. The Employer will cover all costs associated with their employees who are part of the Joint Bargaining Committee.

In the period of (6) six months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to (3) three days off without pay to prepare for negotiations.

In these cases, the employee will receive their normal pay, and the Library will bill the Union for the time lost.

#### 7.06 Technical Information

Within (10) ten working days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of ratings in job evaluation and financial information pertaining to pension plans.

## ARTICLE 8- GRIEVANCE PROCEDURE

### 8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and efficient procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, and processing their grievance in accordance with the grievance procedure. The Steward may be a member of CUPE Local 4951.

### 8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward. The Employer agrees that Stewards shall not be interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

### 8.03 Time Off due to Grievance

Representatives of the Union in the employ of the Employer, and the grievor and witnesses shall not suffer any loss of pay or benefits for the time involved in grievance procedures and arbitrations procedures during scheduled working hours.

The Employer agrees that Stewards and/or the grievor shall not be interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and joint committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various joint committees, shall be considered as time worked.

### 8.04 Grievance Committee

The Grievance Committee shall be composed of members of CUPE Local 4951 plus the Union Steward (CUPE 4951-03) directly involved with the grievance.

## 8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

## 8.06 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward and the grievor may be present at Steps 1 through 3. At Step 4 either the Lead Steward or the President of CUPE 4951 will be present:

- Step I: Where the employee believes that there has been a violation of the agreement, they shall meet informally with the Library Director in an attempt to resolve the allegation.
- Step II: Within five (5) working days of failure to resolve the grievance at Step I the employee may bring forward a formal grievance in writing to the Library Director with the assistance of a Union Steward. The Library Director shall reply to the grievance in writing within five (5) working days of the grievance being filed at Step II.
- Step III: Within ten (10) working days of the response of the Library Director at Step II, the Union may advance the grievance to the Grievance Committee in writing. The parties shall meet to discuss the grievance and the Library Director shall respond in writing within five (5) working days of this meeting to the Union.
- Step IV: If the parties are unable to resolve the grievance at Step III, either of the parties may advance the grievance to the appropriate governing body (Library Board) **OR...**
- Step V: Mediation, before advancing the grievance to arbitration in accordance with Article 9 of the agreement. The parties agree to share the costs of the mediation. The mediator shall be one (1) person who shall be selected through mutual agreement of the parties.

#### **8.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps I and II of this Article may be by passed and the grievance may commence at Step III.

#### **8.08 Union May Institute Grievance**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

#### **8.09 Deviation from Grievance Procedure**

After a grievance has been initiated at Step II or Step III the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

#### **8.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

#### **8.11 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility and may do so during non-opening hours. The Employer shall also supply the necessary facilities for the grievance meetings.

#### **8.12 Time Limits**

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure with the time limits specified at no fault of the parties, they shall not be deemed to have prejudiced their position in arbitration.

#### **8.13 Referral to Arbitration**

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step III.

## ARTICLE 9 – ARBITRATION

The Arbitration Board shall consist of one (1) member who shall be selected through the mutual agreement of the parties.

- a) The Arbitrator may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- b) The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as it deems just and reasonable in all circumstances.
- c) Each of the parties shall bear half the expenses of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

## ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

### 10.01 Just Cause

No employee shall be disciplined, suspended or dismissed without just cause. Proof of just cause is the responsibility of the Employer.

### 10.02 Right to have Steward present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer has the option having another non-bargaining unit individual present. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward has the right to consult with a CUPE National Servicing Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

### 10.03 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, dismissed or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 8 (Grievance Procedure) of this Agreement.

Upon request, the Union through the Lead Steward and the Library Director or designate agree to provide access to all original documents in their possession that relate to a disciplinary action, unless prohibited by law. The parties agree to keep such information confidential and will only share such information with others on a need-to-know basis.

### 10.04 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases such as gross misconduct, discipline or dismissal for just cause should be preceded by a documented record of some or all of the following: verbal warning, letter of expectation and/or suspensions. The Employer agrees to notify the Union - Management Committee within five (5) working days any disciplinary actions taken against any employee.

### 10.05 Verbal Warning

Should the Employer deem it necessary to improve an employee's conduct or performance, the written particulars will be sent to the Union within five (5) working

days. However, no verbal warning information shall form part of an employee's personnel file.

#### 10.06 Letter of Expectation

The Employer shall notify an employee in writing of any performance expressions of dissatisfaction concerning their work within ten (10) working days of the event of the concerns, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. These letters of expectation shall not be disciplinary in nature.

#### 10.07 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved.

#### 10.08 Suspension

Suspension shall be preceded or accompanied by written notice, including the duration of the suspension and a statement of reasons. A copy of the notice shall be provided to the Union President.

In cases of suspension, the Employer shall advise in writing the Union with a statement of their reasons within 5 working days.

Suspension of a non-probationary employee may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

#### 10.09 Discharge Procedure

When an employee is discharged, or suspended, the employee and the Union shall be advised within five (5) working days in writing by the Employer as to the reason for such discharge or suspension.



#### 10.10 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Such a grievance shall commence at Step III.

#### 10.11 Unjust Cause

In all cases of suspension or dismissal or other disciplinary actions, the burden of proof of just cause shall rest with the Employer. If, as a result of the grievance procedure, it is found that an employee has been dismissed, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the Employer.

#### 10.12 Access to Personnel File

The Employer will only maintain one Personnel File.

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file with 48 hours' notice. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### 10.13 Clearing the File

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action provided that no instances of a similar nature have occurred in the twelve (12) month period.

## ARTICLE 11 – SENIORITY

### 11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit and with the Employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining unit basis.

### 11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in April of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period.

Seniority, as set out on the posted seniority list, will be used for the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

### 11.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and not reinstated.
- b) They resign and do not rescind within seventy-two (72) hours.
- c) They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within five (5) working days following a layoff and after being notified by e-mail and phone (if possible) to do so, unless through

sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current contact information.

- e) They are laid off in excess of twelve (12) months.
- f) No employee shall be transferred to a position outside of the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/ or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/ or promotion. In the event that the employee is returned to a position in the bargaining unit within six (6) calendar months from the date of transfer and/ or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/ or promotion and shall resume accumulation from the date of their return to the bargaining unit.
- g) In the event that the employee is returned to a position in the bargaining unit beyond six (6) calendar months from the date of transfer and/or promotion, the employee shall be removed from the seniority list.

## ARTICLE 12- PROMOTIONS AND STAFF CHANGES

### 12.01 Postings

#### **a) Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, within five (5) working days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

The Employer agrees that all vacancies within the bargaining unit will be posted for employees of the bargaining unit first. All employees must have completed their probationary period to be considered for a new position.

#### **b) Temporary Vacancies**

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. The Employer has the right to determine based on operational needs, the number of shifts available.

#### **c) Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is temporary and shall indicate the estimated duration. The temporary job shall not exceed six (6) months. Upon termination of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event a part-time employee is the successful applicant, the employee shall retain their part-time status during the temporary full-time period. An employee filling a temporary vacancy of six (6) weeks or longer shall not bid on any other temporary posting until the end of their temporary position. All part-time or casual employees filling such vacancy will not trigger participation in the benefits plan (as per carrier's eligibility requirements).

#### **d) Successful Applicant**

The successful applicant for a permanent full-time vacancy will fill the vacancy within five (5) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

## 12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, location, qualifications, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall be those necessary to perform the job function and may not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.

## 12.03 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. All other things being equal, seniority will be the deciding factor.

## 12.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointments shall be made of the senior applicant able to meet the normal requirements of the job. Discipline of a serious nature on an employee's personnel file may be used to eliminate an employee from an appointment. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

## 12.05 Trial Period

The successful applicant shall have a trial period of three (3) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent after three (3) calendar months. The trial period may be extended with agreement between the Employer and the Union. If the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wages. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wages. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05 (Methods of Making Appointments). If there are no successful applicants, then the position would be reposted.

## 12.06 Union Notification

The Union shall be notified of all appointments, layoffs, recalls and terminations of employment.

## 12.07 Postings while on Vacation or Leave

When an employee will be on vacation, or a leave of absence, the employee may advise the Library Director, in writing no more than five (5) working days prior to beginning the vacation, to be considered for any job posting which might arise during their vacation. If such a position arises, the written notice will be considered an application. Upon return the applicant will provide an updated resume. The written notice is only valid during the vacation period immediately following its delivery to the Library Director.

## 12.08 Classifications

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within five (5) working days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. The parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the duties of an existing classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate or substantial change.

## 12.09 Temporary Appointments

An employee temporarily appointed to the position of Acting Library Director by the board of Trustees shall be given a leave of absence from the bargaining unit.

- (a) The promoted employee will be paid at a rate agreed upon by the employee and the Board of Trustees at the time of appointment.
- (b) Upon completion of the temporary appointment the employee shall be reinstated in all respects to the former position occupied by the employee with all the increments to wages and benefits to which the employee would have been entitled had the leave not been granted.
- (c) The employee may return to the bargaining unit upon one month's notice to the Board of Trustees.
- (d) The employee shall pay no union dues or assessments while outside the bargaining unit.

## ARTICLE 13 – LAYOFFS AND RECALLS

### 13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 11 (Seniority); however, the Employer will retain sufficient employees in each classification. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

### 13.02 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

### 13.03 Notice of Layoff

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) weeks or more, the Employer will:

- a) Provide the Union with at least ten (10) working days' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the BC Employment Standards Act.
- c) Meet with the Union through the Union - Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.



#### 13.04 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that employees who are able to meet the normal requirements of the job remain.
- b) An employee who is subject to layoff shall have the right to either:
  - i. Accept the layoff; or
  - ii. Displace an employee who has less bargaining unit seniority if the employee is qualified for and can perform the duties.
- c) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five (5) working days of the date of the notice of layoff issued by the Employer.
- d) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

#### 13.05 Recall

- a) Laid off employees shall be recalled in the order of their seniority provided that they are qualified to do the work available.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by certified mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed six (6) weeks. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

## ARTICLE 14- HOURS OF WORK

### 14.01 Work Week Definition

- a. The work week shall be understood to begin at 12:01 a.m. Sunday and shall end 12:00 midnight Saturday following.

### 14.02 Normal Hours of Work

Library employees' work hours are based on the hours of operation for the library. Library is open from Tuesday to Saturday.

The normal workday shall be between the hours of 9:00 a.m. and 8:30 p.m.

Employees will not be required to work more than five (5) consecutive days without receiving two (2) consecutive days off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

When the Employer determines that extra hours have become available, the extra hours will first be offered to the Casual Employee. These extra hours will continue to be offered to the Casual Employee until the hours worked are equal to the lowest scheduled hours of the Part-time Employees in that pay period.

Further additional hours will be offered to the Part-time Employees up to a maximum of 24 hours per week.

If a Part-time Employee is already working, cannot be contacted, or refuses the extra hours, then the next Part-time Employee or Casual Employee on the rotation will be contacted.

Extra hours will not be offered if it results in overtime.

### 14.03 Rest Period

All employees shall be permitted to rest periods as follows:

- 1) For each work period in excess of six hours - two 15-minute rest periods, one before and one after the meal period
- 2) For each work period of four hours, but not more than six hours - one 15-minute rest period
- 3) All employees shall be entitled to a 30-minute unpaid meal break for each work period in excess of five hours

#### 14.04 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved have shift differential, this premium shall be paid to the employee working the shift.

#### 14.05 Shift Differentials

Shift differential, calculated as four (4.0%) percent of the current rate of pay shall be paid for all hours worked which fall outside the normal work day (as per Article 14.02 (Normal Hours of Work)).

#### 14.06 Time Sheets

Every employee must complete, sign and submit daily time sheets, noting the hours worked each day. Time sheets will be available at all times for inspection by supervisory staff, Library Board, or any Provincial or Federal agency.

#### 14.07 Unable to Work

An employee unable to report for duty must, by whatever means possible, advise their immediate supervisor of their inability to report for work before the shift starts.

## ARTICLE 15 – OVERTIME & EXTRA PAY

### 15.01 Overtime Defined

For full time employees all time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime. Part time employees receive overtime pay after (8) eight hours of daily work, (40) forty hours of weekly work Sunday to Saturday week and on a paid holiday.

### 15.02 Overtime Rates

Employees will be paid at the rate of time and a half for the first three hours worked over their regularly schedule shift in a day and at the rate of double time for hours thereafter.

### 15.03 Distribution of Overtime

All overtime shall be distributed on a seniority basis among employees who are willing and qualified to perform the available work.

### 15.04 Work Schedule

During a seven-day work schedule an employee's first scheduled day off shall be considered a Saturday and their second scheduled day off shall be considered a Sunday. For the purposes of overtime and call out pay, Statutory Holidays will be considered Sundays.

Where an employee has worked their full time regularly scheduled shift in the week preceding, the employee must be paid at the rate of time-and-one-half for all work on Saturdays.

Where an employee has worked their full time regularly scheduled shift in the week preceding, the employee must be paid at the rate of double time for all work on Sundays.

### 15.05 Time Off In lieu of Overtime

Employees shall bank overtime by the half hour of overtime worked. This overtime will be taken at the appropriate overtime rate as time off in lieu in half hour increments. Time off will be taken off at a time mutually agreed between the employee and the Employer.

Upon request, portions of banked overtime shall be paid out on the next payroll period.

## ARTICLE 16- HOLIDAYS

### 16.01 Statutory Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
B.C. Day	Labour Day	<u>National Truth &amp; Reconciliation Day</u>
Thanksgiving Day	Remembrance Day	Christmas Day      Boxing Day

and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

### 16.02 Paid Holiday During Vacations

When a day of statutory holiday falls during an employee's vacation time, the holiday shall not count as a day of vacation nor as a day worked. The employee may reschedule that day of vacation time to coincide with their vacation or at some other mutually agreeable time.

## ARTICLE 17- VACATIONS

### 17.01 Length of Vacation

Employees shall receive annual vacation between January 1st to December 31st inclusive as follows:

Upon commencement of employment with the Employer each employee will accrue vacation pay and take vacation leave pursuant to Schedule "B" attached to and forming part of this agreement.

Vacation leave must be taken within the calendar year in which it is accrued. Any unused vacation will be paid out at the end of the calendar year.

### 17.02 Vacation Pay on Termination

It is understood that should an employee not be given an annual vacation to which they are entitled, the employee will, in addition to payment accruing to the employee, pay vacation pay as outlined in Schedule "B" for the period of the employment in the working year in lieu of the annual vacation that has not been given.

### 17.03 Preference in Vacations

Conflicts in vacation scheduling will be settled by the supervisor, with seniority in the department as the prime consideration.

### 17.04 Vacation Schedules

By March 31 of each year, an employee in a unit submits a vacation requests form to their supervisor. All request submitted prior by March 31 shall be granted based on seniority.

All requests after March 31 will be granted according on a first come first serve basis as per operational requirement.

### 17.05 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer that the employee was hospitalized while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by hospitalization occurring immediately prior to the scheduled vacation.

## ARTICLE 18- SICK LEAVE PROVISIONS

### 18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### 18.02 Amount of Sick Leave

Sick leave will be accrued by the employee at a rate of 1 1/4 days' sick time for each month of completed service.

### 18.03 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off due to lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

### 18.04 Sick Leave Record

Sick Leave accrual and usage shall be reflected on each employees' pay statement.

### 18.05 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Library Director of this fact in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Library Director where the employee was unable to give such notice due to circumstances beyond their control.

### 18.06 Sick Leave Payout on Termination or Retirement

Upon termination or retirement, an employee is entitled to a payout, at their current salary, of 25% of unused sick time pay to a maximum of 120 days, providing the employee has worked a minimum of five consecutive years to a maximum 14 years of service with the Employer. The maximum payout under this formula is thirty days.

In year 15 going forward when termination or retirement, an employee is entitled to a payout, at their current salary, of 50% of unused sick time pay to a maximum of 120

days, providing the employee has worked a minimum of five consecutive years of service with the Employer. The maximum payout under this formula is sixty days.



## ARTICLE 19- LEAVE OF ABSENCE

### 19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such requests will be in writing and approved by the Employer. Such leave is not to be unreasonably denied.

### 19.02 Leave for Union Business

Representatives of the Union shall not incur any loss of pay when required to leave their employment temporarily to carry on discussions with the Employer, or with respect to a grievance provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

### 19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

### 19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority.

### 19.05 Bereavement Leave

Employees shall receive up to a maximum of five (5) days paid leave upon the death of an immediate family member. Additional unpaid leave may be requested. It is understood that these days do not need to be taken consecutively.

### 19.06 Compassionate Leave or Family Leave

Leave without pay shall be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies. Additional unpaid leave may be requested and shall not be unreasonably denied.

#### 19.07 Pregnancy and Parental Leave

The Parties agree to follow the BC Employment Standards Act as it pertains to pregnancy and parental leave.

The Employee will continue to accrue service and seniority during the term of the pregnancy or parental leave.

Employees may continue to pay their own benefits while on pregnancy and/or parental leave and have the option to pre-pay benefits.

When an employee takes maternity or parental leave to which they are entitled, the Employer shall pay the employee 95% of their current wage for the 1<sup>st</sup> week and the difference between 95% of their current wage and the amount of EI benefits received by the employee for the duration of their leave. It is understood that gender is not the determining factor.

#### 19.08 Leave for Court Appearances

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the Employer any monies received for a court appearance. Leave of absence to appear in one's own defence will be without pay.

#### 19.09 Time Off for Elections

Employees shall suffer no loss of pay while being allowed (3) three consecutive hours during period of time the polls are open in any federal, provincial, municipal election or referendum.

#### 19.10 Education Leave

The Library Board agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the work force. The Employer agrees that employees with (3) three years employment who wish to further their education, shall be permitted education leave without pay and with the option of paying for continued benefits. The employee's seniority will be maintained at the commencement of the leave and reinstated upon the employee's return to work. Only one employee per work unit will be permitted this leave, and such leave will be granted only three times to each employee, to a maximum of (2) two-year total leave.

## ARTICLE 20 – EMPLOYEE WAGES

### 20.01 Pay Days

Wages will be paid on a bi-weekly basis.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime, vacation accrual and usage, sick leave accrual and usage, and other supplementary pay and deductions. The employee's hourly rate is to be placed on the payroll statement.

### 20.02 Pay during Temporary Transfers

When assigned by the Library Director, an employee who temporarily relieves or performs the principal duties of a higher paying position within the bargaining unit, shall receive the rate for the position. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

### 20.03 Payment for In-Service Training

The Employer agrees to pay employees who are required by the Employer to attend in-service training sessions at their appropriate rate of pay as per the collective agreement.

## ARTICLE 21- EMPLOYEE BENEFITS

The Employer will maintain a basic benefit package to cover Extended Health, Vision, Dental and Paramedicals for qualified employees.

### 21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

### 21.02 Change of Carriers

It is understood that the carrier or level of benefits shall not be changed without meaningful consultation with the Union, provided the benefits remain comparable. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

### 21.03 Health Benefits

Health coverage under a Provincial Government Health Plan will be extended to every eligible employee in a permanent full time position after successful completion of a probationary period. Monthly premiums will be paid in full by the Employer.

### 21.04 Extended Health Insurance Coverage

The following coverage will be provided by the employer by a common carrier to all eligible employee.

- a) Group Life Insurance for each qualified employee in the amount of \$50,000.00.
- b) Accidental Death and Dismemberment Insurance for each qualified employee, in the amount of \$50,000.00
- c) Long Term Disability for each qualified employee at 17 weeks, 2/3 of employee's gross income to a maximum of \$4,000.00 monthly for 24 months.
- d) Extended Health Care for each qualified employee, 80% coinsurance, no deductible, no maximums except where indicated:
  - Semi-private hospital accommodations
  - Prescription drugs
  - Prosthetic appliances
  - Out of province coverage
  - Orthopedic appliances
  - Hearing aids of \$300.00 every 5 years
  - Vision care up to \$500.00 for glasses or contact lenses every two years.

### 21.05 Dental Care Coverage

A Dental Care plan will be provided to all qualified employees based on the following:

- a) Basic Services and supplementary basic services – 100% coinsurance
- b) Dentures and Major Restorative Services – 60% coinsurance
- c) Orthodontics – 50% coinsurance, maximum lifetime benefits \$5,000 per child

The total maximum benefit available for all services excluding Orthodontics is \$1,500.00 per insured person per calendar year.

### 21.06 Pension Benefits

Upon completion of the three-month probationary period, all permanent full-time employees are entitled to registered as members of the Municipal Pension Plan. Municipal Pension Plan rules and entitlements in effect during the term of the contract will be applicable.

### 21.07 Employee and Family Assistance Program

The Employer shall provide access to an Employee and Family Assistance Program to all employees and their families. Monthly premiums will be paid in full by the Employer.

## ARTICLE 22 – CAREER DEVELOPMENT

### 22.01 Career Development

Where management has approved an employee's enrollment in a course related to their professional library development, the cost of the course will be reimbursed by the Employer. The cost will be reimbursed to a maximum of \$2,000 per annum for full time employees. One-third (1/3) of the cost of the course will be reimbursed upon presentation of receipts showing course registration, and the following two-thirds (2/3) costs will be reimbursed upon successful completion of the course. Total reimbursement will be pro-rated but not less than \$1,000 per annum for Part-Time Employees.

## ARTICLE 23 – HEALTH AND SAFETY

### 23.01 Workers' Compensation Leave

In case of an injury, an employee will receive full pay based on a normal workday for that period covered by their accrued sick leave. Any monies received from WorkSafe BC for that period will be turned over to the Employer as remuneration from Workers' Compensation Board. Any further grant in pay would be at the discretion of the Employer. Upon the approval of WCB Benefits any sick or other benefits used to maintain full pay based on a normal workday will be returned to the employee's bank.

### 23.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

### 23.03 Joint Health and Safety

Issues of Health and Safety shall be a standing item of discussion at the Joint Labour Management Meetings. The Parties will discuss and jointly agree on resolutions to issue inline with the requirements of the Workers Compensation Act, and WorksafeBC Regulations and Policies.

### 23.04 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

### 23.05 Access to the Workplace

Members of the Joint Health and Safety Committee shall conduct an inspection of the work site as necessary. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a Union member of the Joint Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating, surveying or monitoring the workplace.

### 23.06 Right to Refuse or Stop Unsafe Work

- a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person, or where it would be contrary to any applicable health and safety legislation or regulations;
- b) An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to his supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by the Joint Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding;
- c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b);
- d) No employee shall be subject to disciplinary action because the employee has refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved, shall not be deemed to constitute disciplinary action.

### 23.07 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

### 23.08 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### 23.09 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.



### **23.10 Immunization**

Immunization for hepatitis, flu shots or any other illness not covered by the medical plan shall be provided by the Employer at the employee's option where there is a risk of work-related infection.

### **23.11 First Aid Training**

The Employer recognizes the benefit of training in first aid for its employees. The Employer will provide first aid training, as required by. Employees will receive training at the regular rate of pay.

## ARTICLE 24- GENERAL CONDITIONS

### 24.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

### 24.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally. All employees will have access to an electronic copy of the Collective Agreement upon hire.

### 24.03 Gender-Neutral Terms To Apply

Where applicable gender-neutral terms shall be used in this Collective Agreement.

## ARTICLE 25- TERM OF AGREEMENT

### 25.01 Terms of Agreement

This Agreement shall be in force effective from January 1, 2023 until midnight December 31, 2025. (Subsection (2) of Subsection 50 the Labour Relations Code of British Columbia shall not be applicable to this Agreement.)

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to January 1, 2025 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

## SALARIES

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages or flat rate effective on the dates indicated:

- a. Effective January 01, 2023, all wage scales in the collective agreements which were in effect on December 31, 2022 shall be increased by five percent (5%) and a pay equity adjustment to the following rates of pay.
  - i. Assistant Library Director      \$30.00
  - ii. Library Assistant II            \$27.46
  - iii. Library Assistant I              \$25.20
  
- b. Effective January 01, 2024, all wage scales in the collective agreements which were in effect on December 31, 2023 shall be increased by six percent (6.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
  
- c. Effective January 01, 2025, all wage scales in the collective agreements which were in effect on December 31, 2024, shall be increased by six and half percent (6.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.


THIS COLLECTIVE AGREEMENT DATED AT FORT ST. JAMES, B.C. THIS 13<sup>th</sup> DAY OF April, 2023.

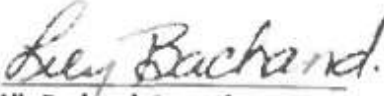
On behalf of the Fort St. James  
Public Library Association


On behalf of CUPE Local 4951-03

  
Valerie Crowley  
Library Director

  
Maxime Evans  
Library Board Member

  
Judy Greenaway  
Library Board Member

  
Lily Bachand, Co-spokesperson  
President, CUPE 4951

  
John Gibson, Co-spokesperson  
CUPE National Representative

  
Mamee Boman  
1<sup>st</sup> Vice President, CUPE 4951

## Schedule A – Wage Scale – 2023- 2025

<b>Job Title</b>	<b>Hourly Wage as of December 31, 2022</b>	<b>Hourly Wage as of January 1, 2023</b>	<b>Hourly Wage as of January 1, 2024</b>	<b>Hourly Wage as of January 1, 2025</b>
<del>Assistant Librarian</del> <b>Assistant Library Director</b>	\$22.51	\$30.00	31.80	33.87
<del>Desk Assistant #</del> <b>Library Assistant II</b>	\$17.13	\$27.46	29.11	31.00
<del>Desk Assistant †</del> <b>Library Assistant I</b>	\$16.07	\$25.20	26.71	28.45

<b>Premium</b>	<b>Article</b>	<b>Amount</b>	<b>Unit</b>
Shift Differential	14.05	4%	Hourly

The premiums will be paid to employees pursuant to the article of the agreement show in the table above.

## Schedule B – Vacation Accrual Schedule

<b>Years of Service</b>	<b>Time Accrued</b>	<b>Days per Month of Service</b>
Less than 1	2 weeks	.0833
1 but less than 5	3 weeks	1.250
5 but less than 9	4 weeks	1.667
9 but less than 15	5 weeks	2.083
15 but less than 25	6 weeks	2.500
25 but less than 26	6 weeks plus 1 day	2.583
26 but less than 27	6 weeks plus 2 days	2.667
27 and over	6 weeks plus 3 days	2.750

## Vacation Pay Schedule

<b>Years of Service</b>	<b>% of Total Wages</b>
Less than 1	4%
1 but less than 5	6%
5 but less than 9	8%
9 but less than 15	10%
15 but less than 25	12%
25 but less than 26	12.4%
26 but less than 27	12.8%
27 and over	13.2%