

Memorandum of Settlement
February 9, 2021
Errors and Omissions Excepted

In The Matter of
Collective Bargaining And The Renewal
Of A Collective Agreement

Between

Professional Employees Association
(The Union)

And

The Okanagan Regional Library Board
(The Employer)

The Parties agree that this MEMORANDUM OF SETTLEMENT will provide agreement in principle to the following changes to the collective agreement between the above noted Parties subject to review and ratification by the Union's Executive and membership and the Okanagan Regional Library Board.

The Parties further agree that any articles or clauses of the current collective agreement between the Parties, not named herein will continue unchanged, with full force and effect in any future agreement between the Parties.

Therefore, the Parties have agreed to the following changes:

Gender-neutral language (housekeeping)

The contract language is modernized by deleting all gender-specific pronouns to be replaced with gender-neutral language.

ARTICLE 2.09 NEW EMPLOYEE ORIENTATION

The employer agrees to supply all new employees with a copy of this collective agreement. The PEA local representative shall be permitted up to one (1) hour without loss of pay once per each new employee to familiarize ~~her/him~~ ~~them~~ with the union and the collective agreement.

ARTICLE 16.01 Bereavement Leave

B. For the purpose of this clause only, "Immediate Family" is defined as an Employee's parent, ~~wife, husband, spouse/partner which includes traditional, same sex and common law;~~ grandparent, grandchild, ~~parent-in-laws, mother-in-law, father-in-law;~~ child ~~which includes adopted and foster;~~ ~~brother, or sistersiblings.~~ For purposes of this definition "wife" and "husband" shall include a common-law spouse.

Table of Contents and Index (Housekeeping)

The parties will create a table of contents for the collective agreement and update the index.

ARTICLE 2.09 – New Employee Orientation

The employer agrees to **supply-make accessible to** all new employees the PEA collective agreement. The PEA local representative shall be permitted up to one (1) hour without loss of pay once per each new employee to familiarize her/him with the union and the collective agreement.

Article 3.01 - Rights of Management

Except as otherwise provided in this agreement, the **Board of Management ORL Board** or its delegated officer has exclusive control over the management, supervision and administration of the Library and the direction of the working force. All management functions, rights, powers and responsibilities which the Employer has not modified by this Agreement are retained and vested exclusively in the Employer.

Article 4.07 - Procedural Errors & Time Limits

In the spirit of this Agreement, it is the intent of the parties that grievances shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance.

Failure by the party advancing the grievance to comply with the time limit specified herein shall render the grievance untimely and the grievance shall be deemed abandoned. In the case of a decision which must be forwarded by **mail-email**, the date **of the posting as indicated by the postmark on the email** shall constitute the date of reply **for the purposes of this Article except during a postal strike or immediately prior to an anticipated strike, where personal service is required.** For the purposes of this Article "day(s)" refers to calendar days

Article 11 – Hours of Work

Hours of work for a full time Employee are thirty-five (35) hours per week.

An Employee called-in to work during regular working hours shall be paid for a minimum of four (4) hours.

It is agreed that the Employer may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected Employee(s) and provided that the total hours worked bi-weekly does not exceed seventy (70) hours. Where

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such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived. In addition, the employee may make a request for consideration of a modified work schedule to be confirmed by mutual agreement.

A regular Employee shall have the right to decline to work a split shift. Such right may be waived by mutual agreement.

Regular Employees shall be entitled to two (2) consecutive days of rest. Such right may be waived by mutual agreement.

In shifts between 4 and 5.5 hours, a 15 minute paid rest break shall be provided. In shifts six hours or more, two – 15 minute paid rest breaks shall be provided. Given the flexible nature of PEA work hours, employees may take these breaks on a flexible basis, based on operational considerations.

Article 13 – Benefits (NEW)

The extended health care plan shall include a Counselling option (registered clinical counsellor, registered clinical psychologist, recognized social worker) to an annual maximum of five hundred (\$500) dollars per year for each employee and dependent.

Article 14 - Maternity, Parental and Adoption Leave

ARTICLE 14.01 Maternity Leave

- A. An Employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- B. An Employee shall notify the Employer in writing of the expected date of the termination of the pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- C. The period of maternity leave may commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

ARTICLE 14.02 Parental Leave

- A. Upon written request, an Employee shall be entitled to standard parental leave of up to thirty-five (35) consecutive weeks without pay or extended parental leave of up to sixty-two (62) consecutive weeks without pay.
- B. Where both parents are Employees of the Employer, the Employees shall determine the apportionment of the thirty-five (35) weeks or sixty-two (62) weeks of parental leave between them.
- C. Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- D. Leave taken under this clause shall commence:

- i) In the case of a parent who takes leave under Article 14.01 in relation to the birth of the child or children, immediately following the conclusion of leave taken pursuant to Article 14.01 or 14.03;
- ii) In the case of a parent who does not take leave under Article 14.01 in relation to the birth of the child or children, the parental leave must begin within the seventy-eight (78) week period after the birth date of the child or children. Such leave request must be supported by appropriate documentation.

ARTICLE 14.03 Adoption Leave

Upon request and with appropriate documentation, an Employee is entitled to adoption leave of up to thirty-seven (37) weeks without pay or extended adoption leave of up to sixty-two (62) weeks without pay, which must begin within the seventy-eight (78) weeks following the adoption of a child.

ARTICLE 14.04 Extensions of Leave

Employees who are entitled to leave pursuant to Articles 14.01 and 14.02 or Articles 14.02 and 14.03 shall be entitled to an extended unpaid leave of up to an additional six (6) months. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 14.01, 14.02 or 14.03.

ARTICLE 14.05 Benefits Continuation

a) For leaves taken pursuant to Articles 14.01, 14.02, 14.03 and 14.04, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

b) Notwithstanding (a) above, should an Employee be deemed to have resigned, the Employer will recover monies pursuant to this clause.

ARTICLE 14.06 Entitlements Upon Return to Work

a) An Employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the Employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

b) On return from maternity, parental, adoption or extensions to such leaves, an Employee shall be placed in the Employee's former position or in a position of equal rank and basic pay.

c) Vacation entitlements will continue to accrue during a maternity, parental, adoption or extensions to such leaves. Upon notice of intent to return from their leave, the employee will take the accumulated vacation earned during the leave by transitioning from leave to paid

vacation, or take a payout of the vacation accrual, before commencing their regular duties. Up to ten (10) days (prorated for part-time employees) of accumulated vacation earned during the leave may be retained.

Article 16.01 - Bereavement Leave (NEW)

g) When an Employee who is on paid vacation informs the HR department of a death in the immediate family, that Employee may take such time as bereavement leave, without loss of the balance of the scheduled vacation time. Notification must be provided immediately to facilitate the change and appropriate documentation must follow upon return of the Employee. For the purposes of this clause, immediate family follows the definition outlined in Article 16.01(b).

Article 16.02 - Family Illness

An eligible Employee may use a maximum of ~~five (5)~~ ten (10) days annually of their sick leave to attend to a dependent child, or spouse, or parent or grandparent.

At the Employer's discretion, an Employee may use additional sick leave credits to care for a sick family member. At least twelve (12) days per year of paid sick leave must be reserved for the Employee's own illness, prorated for part-time Employees.

The Employer reserves the right at any time to request that the Employee provide a report from a qualified medical practitioner.

Article 16.08 - Leave Respecting Death of Child (NEW)

The Employer will provide a leave of absence without pay of up to 104 weeks to an employee respecting death of child under the same conditions as, and in accordance with, the Employment Standards Act. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

Article 16.09 - Leave Respecting Disappearance of Child (NEW)

The Employer shall provide a leave of absence without pay of up to 52 weeks to an employee respecting disappearance of child under the same conditions as, and in accordance with, the Employment Standards Act. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

Article 16.10 - Compassionate Care Leave (NEW)

An employee who is entitled to compassionate care benefits under the Employment Standards Act is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks.

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There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

Article 19.01 - Schedule A

Parties agree that the general wage increase will be applied retroactive to January 1, 2021 for employees.

- 1.95% on the 1st of January, 2021
- 2% on the 1st of January, 2022
- 2% on the 1st of January 2023

Article 20 - Copies of Agreement

The Employer shall make accessible to provide each Employee with a copy of this Agreement. Costs of producing these copies will be shared equally with the Union and the details of printing shall be mutually agreed. Copies shall also be made available to the Union. Upon ratification of this agreement, the union and the employer will make the agreement available electronically to all employees.

Article 25 - Acting Pay

B. Employees will be offered acting duties on a rotational basis. For extended absences, blocks of time (ie. Vacation) may be offered to one individual to ensure supervisory consistency.

Article 28.01 - Term

This Agreement shall take effect January 1, 2021 and shall remain in effect until December 31, 2023.

Article 34 - Retirement Sick Bank Payout

At the time of retirement employees will be eligible for a payment of one day per completed year of seniority, or the number of days in their sick bank, whichever is less. Payment will be made to the employee upon receipt of the Municipal Pension Plan or Great West Life Pension plan application.

Article 39 - Excessive Workload (NEW)

If an employee believes their workload to be excessive, they are encouraged to raise the issue with their immediate supervisor and seek a resolution at that level.

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Supervisors shall meet with employees within seven working days of the employee raising workload issues and discuss possible remedial actions. These actions may include reprioritizing work assignments, reassignment of duties, providing additional resources and/or additional training.

Renew LOU and LOA

The Parties agree to renew all existing Letters of Understanding and Letters of Agreement.

Letter of Understanding | Working from Home (NEW)

Employees may request approval to work from home. Such requests are subject to operational requirements. All working from home arrangements will be agreed upon in writing by ORL management and the employee. A copy of any agreements will be sent to the union.

Work from home arrangements may be modified or terminated with two weeks' notice.

Letter of Understanding | Joint Job Evaluation Plan (NEW)

Job evaluation is the process of measuring the relative worth of jobs. Fair and equitable job evaluation is based on the bona fide job requirements of skill, effort, responsibility and working conditions.

The parties agree to create a Joint Job Evaluation Plan Revision Committee to review and modernize the job evaluation plan. This process will also include updating existing job descriptions.

The parties agree to the completion of this process by December 31, 2022. The deadline can be extended by mutual agreement of the parties.

A job evaluation and classification expert, acceptable to both parties, shall be retained to guide the parties in the development of the new job evaluation plan. All costs shall be borne by the employer.

Should the parties reach an impasse on the modernization of the JJE plan, an agreed upon third party or failing that, a third party appointed by the labour relations board, shall provide recommendations.

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For the Union

February 9, 2021



For the Employer

February 9, 2021