

COLLECTIVE AGREEMENT

between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)
Local 702**

Effective from January 1, 2021 to December 31, 2024

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WHEREAS it is the desire of both parties to this agreement to promote and maintain harmonious relationships between the Board and the Union and recognize the mutual value of joint discussions and negotiations pertaining to the wellbeing and security of the employees;

AND WHEREAS the Vancouver Island Regional Library Board recognizes the B.C. General Employees' Union (BCGEU) as the sole and exclusive bargaining agency of the aforesaid employees, and hereby consents and agrees to negotiate with the Union through the Bargaining Committee, to establish the terms and conditions of this collective agreement. It is understood between the parties to this agreement that this agreement shall come into full force and effect upon the ratification by both the employees, members of the B.C. General Employees' Union, and the Vancouver Island Regional Library Board.

NOW THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

- (a) "*Party*" shall mean either of the parties to this agreement.
- (b) "*Probationary employee*" is any employee filling a permanent position who is fulfilling a probationary period.
- (c) "*Permanent employee*" is any employee who, having completed a probationary period of six (6) calendar months, has been confirmed in a permanent position. The probation period shall then be included in the service credits of the employee for all purposes.
- (d) "*Part-time employee*" is any permanent employee who is employed for less than thirty-five (35) hours a week. Regular part-time employees are eligible for employee benefits on a prorated basis. The prorate is determined by comparing the average straight-time hours worked per week as a percentage of a full-time thirty-five (35) hour week.
- (e) "*Temporary employee*" is an employee who is employed for a specified period of time, not exceeding twelve (12) months, to fill a temporary vacancy or to work on a specific project. Temporary employees shall not be entitled to any of the benefits or perquisites of this agreement. Temporary employees shall be paid ten percent (10%) of their gross earnings on each paycheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (f) "*Casual employee*" is an employee who is paid at an hourly rate and employed in a casual "*on call*" manner to provide relief for vacations, illness, approved leave or during peak periods. Casual employees shall not be entitled to any of the benefits or perquisites of this agreement. Casual employees shall be paid ten percent (10%) of their gross earnings on each paycheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (g) "*Temporary position*" has a defined start and end date and can be filled by a permanent, casual or temporary employee.
 - (1) If a permanent employee is successful in a temporary job posting the employee retains their permanent status and will be entitled to the benefits afforded the temporary position.
 - (2) If a permanent employee is successful in a temporary job posting the employee cannot apply to another temporary position falling within the timelines.

(3) A permanent employee in a temporary job position can apply to a permanent position. If successful, the employee will assume the permanent position upon the completion of the temporary position.

(h) "*Probationary period*" for all newly hired employees shall be six (6) continuous calendar months from their date of hire. The probationary period is intended to provide an opportunity for the Employer to assess each newly hired employee's suitability for continued employment.

ARTICLE 2 - HUMAN RIGHTS/UNION RECOGNITION AND RIGHTS

2.1 Future Legislation

(a) In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties shall negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

(b) Where the parties cannot reach agreement, the matter shall be submitted to binding arbitration under Article 9.

(c) The parties hereby agree to subscribe to the principles of the *Human Rights Code* of British Columbia.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union, successor to B.C. General Employees' Union (BCGEU, Local 702) as the exclusive bargaining agent for all professional librarians employed by the Vancouver Island Regional Library, except those positions excluded by the Labour Relations Board or by agreement of the parties.

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designated staff representative.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, as it applies to that employee, shall be forwarded to the President of the Union or their designated staff representative.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activities

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. The Union and the Employer further agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any non-member employee or Board appointee.

2.6 Recognition and Rights of Stewards

- (a) The Union may select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward or their alternate shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards which will qualify for paid leave shall be limited to:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Right to Refuse to Cross Picket Line

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.8 Time Off for Union Business

- (a) *Without Pay* - Leave of absence without pay and without loss of seniority may be granted:
 - (1) to an elected or appointed representative of the Union to attend convention of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence with pay pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

- (a) All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the religious conscience clause of the relevant legislation).
- (b) In the event of an amalgamation or takeover of part or all the Vancouver Island Regional Library (VIRL) system with or by another body/Employer, the parties agree to jointly lobby such other body/Employer to ensure that the seniority rights of affected VIRL employees are protected, that work with the new body/Employer is allocated on the basis of seniority after the amalgamation or takeover, and that the terms and conditions of employment set out in this collective agreement continue with the new Employer, as much as possible.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit the amount of the regular dues payable to the Union by a member of the Union.
- (b) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the payroll period for which they are to be deducted.
- (c) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (d) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (g) An employee shall, as a condition of continued employment, complete an authorized form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer shall provide the employee with a pamphlet detailing the benefit package provided by the Health and Welfare Plans.

(b) The steward will be given an opportunity to interview each employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment. Such meetings shall take place at the steward's workplace or by telephone.

ARTICLE 6 - EMPLOYER UNION RELATIONS

6.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and 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.

6.2 Union Bargaining Committee

A bargaining committee shall be appointed by the Union and shall consist of up to three (3) people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise the Employer of its appointees to this committee.

6.3 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility, if available.

6.4 Technical Information

The Employer agrees to provide to the Union such information that is readily available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

6.5 Joint Labour/Management Committee

(a) A joint labour management committee shall be established comprising up to three (3) representatives appointed by the Union and up to three (3) representatives appointed by the Employer. Each party shall keep the other currently advised, in writing, of its committee members.

(b) Committee meetings shall be held at mutually agreeable times and shall not interfere with the Employer's operations. Attendance at committee meetings held during an employee's scheduled working hours shall be considered as time worked and shall be paid at straight-time rates. Time spent by employees attending committee meetings during other times shall not be considered as time worked.

(c) The Committee has a mandate to discuss any matter of mutual interest, except active grievances. The parties shall develop a mutually agreeable agenda for each committee meeting, at least seven (7) days prior to the meeting. Only matters on the agenda shall be discussed at a committee meeting, unless the parties mutually agree otherwise.

- (d) Minutes of the committee meetings shall be distributed by the Committee.

6.6 Management Rights

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this agreement or any agreement by the parties, all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer, including the management, operation and direction of its working forces.

6.7 Employer Rules

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of the collective agreement.

6.8 Union Membership Meetings

At the adjournment of the all librarian meetings, the Employer shall provide time for a union membership meeting to occur, once per calendar year. Employees who attend such a meeting shall not suffer a loss of pay, seniority or benefits for up to one (1) hour.

ARTICLE 7 - SENIORITY

7.1

Seniority will be the primary criterion for establishing priority for vacation periods and in the event conflicts cannot be resolved by discussion, seniority will prevail.

7.2

- (a) Seniority applies to permanent employees who have successfully completed their probation period and is defined as their length of continuous service in the bargaining unit, since their last date of hire.
- (b) Employees shall not accumulate seniority during periods when they are not actively at work as a result of any unpaid leave greater than twelve (12) months or while they are on long-term disability after the "*own occupation*" definition of disability reassessment.

7.3

- (a) A temporary employee shall have no seniority. However, a temporary employee who is subsequently hired as a probationary employee within six (6) months of their last period of temporary employment shall, on completion of probation, have the last period of temporary employment included in their service credits for all purposes. This will be done by back dating the employee's start date by the number of months in the last period of temporary employment.
- (b) A casual employee shall accumulate seniority within the bargaining unit on the basis of all hours worked. A casual employee who is subsequently hired as a probationary employee will have all hours worked recognized when determining the seniority date based on a seven (7) hour day.

7.4 Seniority Lists

The Employer shall publish seniority lists, of permanent and casual employees annually each March, and employees shall have the right to be advised of their position on the seniority list upon request. The seniority list will be made available in electronic format.

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure set out in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, the employee shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than thirty (30) calendar days after the date:

- (a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.
- (c) Where a policy grievance is appropriate it may commence at Step 2.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) calendar days of receiving the grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) twenty-one (21) calendar days after the Employer's decision has been received; or
- (b) twenty-one (21) calendar days after the Employer's decision was due.

8.7 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, or where such documents may be delivered by hand, this clause shall not apply.

8.8 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.10 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.11 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.12 Failure to Act

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.13 Management Grievance

The Employer may initiate a grievance at Step 2 of the grievance procedure by the Director or their designate, presenting the grievance at Step 2 of the parties' grievance procedure, including the timelines set out in Article 8.6. Failing satisfactory settlement at Step 2, the Employer may inform the Union of its intent to submit to arbitration in accordance with Article 9.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of the agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party, within thirty (30) calendar days of the receipt of the reply at Step 2, of its desire to submit the difference or allegations to an arbitration procedure.

9.2 Appointment of a Single Arbitrator

The parties shall proceed to arbitration on the basis of a single arbitrator.

Each party shall share equally in the expenses associated with an arbitration presided over by a single arbitrator including the fees and associated expenses of the Arbitrator.

The parties will endeavour to select an arbitrator who is available within a reasonable timeline.

9.3 Board of Arbitration

(a) Notwithstanding the provisions in Article 9.2, the parties shall, by mutual consent, appoint an arbitration board. Once agreed, the parties shall within seven (7) calendar days thereafter, indicate the name of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairperson.

(b) If the recipient of the notice fails to appoint an arbitrator or the two (2) appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour of the Province of British Columbia.

(c) The Board may determine its own procedure and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) calendar days of its first meeting.

(d) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the

Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or alter or amend any of its provisions.

(e) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) calendar days.

9.4 Expenses Associated with Arbitration

Each party shall pay:

- (a) one-half (½) of the fees and expenses of a single arbitrator; or
- (b) the fees and expenses of the Arbitrator it appoints;
- (c) one-half (½) of the fees and expenses of the Chairperson.

9.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

9.6 Expedited Arbitration

As an alternative to regular arbitration under this article, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon expedited arbitrator. The expedited Arbitrator agreed to by the parties shall:

- (a) investigate the real issue in dispute;
- (b) define the real issue in dispute; and
- (c) make a final and binding award to resolve the dispute within thirty (30) days of their receipt of the request.

The parties intend this process to be as informal as possible. In this regard, they shall not involve lawyers to represent their respective positions. They shall proceed on the basis of submissions. Sworn evidence will only be permitted to establish relevant facts, material to the issue in question, upon which the parties cannot agree and they shall not utilize authorities in support of their submissions, unless requested by the expedited Arbitrator to do so.

ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing. The reasons for dismissal shall be provided within five (5) regular business days.

10.3 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing. The reasons for suspension shall be provided within five (5) regular business days.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions may be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) regular business days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document.

10.6 Performance Evaluation Review

Where a formal performance evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the performance evaluation and write in their own comments. An employee shall, upon request, receive a copy of the performance evaluation at time of signing. An employee performance evaluation shall not be changed after an employee has signed it, without the knowledge of the employee. An employee indicating disagreement with their performance evaluation may request a third opinion from a joint committee of four (4) persons, two (2) nominated by the Union and two (2) nominated by the Employer. While the employee and the reviewer may give information to the Performance Evaluation Review Committee, neither may be a committee member. The report of the Committee shall be put on the employee's file.

10.7 Personnel File

- (a) An employee, or the President of the Union (or their designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and electronic material, if applicable. The employee or the President as the case may be, shall give the Employer adequate notice prior to having access to such files. If an employee requests, they will be provided with a copy of any document on their file. Where it is not reasonably possible for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to a location where it is reasonably possible for the employee to do so.
- (b) Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after eighteen (18) months has expired from the date such document was placed therein, provided no other disciplinary document has been placed on the employee's file during such period. The Employer shall not unreasonably deny such requests based upon all aspects of the matter.

10.8 Right to Have Steward Present

- (a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) Where a supervisor intends to interview a steward for disciplinary purposes, the supervisor shall make every effort to notify the steward in advance of the purpose of the interview in order that the steward may contact their staff representative of the Union, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.9 Employee Harassment

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from harassment. Both parties agree to abide by Section 54 of WorksafeBC legislation.
- (b) Harassment shall be defined as words, gestures, and actions which tend to annoy, alarm and abuse (verbally) another person, and shall include the following:
- (1) a telephone call without purpose of legitimate communication; or
 - (2) insults, taunts or challenges in a manner likely to provoke violent or disorderly response; or
 - (3) makes repeated communications anonymously or at extremely inconvenient hours, or in offensively coarse language; or
 - (4) subjects another to offensive touching; or
 - (5) engages in any other course of conduct serving no legitimate purpose; or
 - (6) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (7) is inappropriate and serves no legitimate work-related purpose.
- (c) Formal complaints of harassment shall be filed, in writing, with the Director of Human Resources or designate, within fourteen (14) calendar days following the occurrence giving rise to the complaint. If the respondent is a member of the bargaining unit, the employee shall have the right to receive a copy of the complaint and to respond to it. The Director of Human Resources or designate shall investigate the complaint and render a decision as to the disciplinary and/or remedial actions, if any, to be taken as soon following receipt of the complaint as possible. The complainant and the respondent shall both have the right to have a shop steward in attendance at meetings they are required to attend during the investigation if they are both members of the bargaining unit. Where the complainant or the respondent is not satisfied with the final disposition of the matter, they may initiate a grievance at Step 2 of the grievance procedure, within seven (7) calendar days following receipt of the Director of Human Resources or designate's decision.
- (d) Where the complaint involves an allegation of sexual harassment, the complainant has the right to receive temporary remedial action pending the outcome of the Director of Human Resources' investigation, so that the employee has no contact at work with the respondent, the terms of this agreement notwithstanding.
- (e) Where the complaint involves a proven allegation of harassment, the complainant shall not be transferred against their will as part of the remedial actions taken by the Employer.
- (f) Allegations of harassment may involve sensitive disclosures. As a result, strict confidentiality is required by all parties.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.1 Job Postings

Where vacancies occur, new permanent positions are created or temporary positions are known to be longer than three (3) months the Employer shall ensure that:

- (a) Vacant positions shall be posted within ten (10) business days of the vacancy occurring.

- (b) Notice thereof shall be posted in the work locations at least ten (10) regular business days prior to the advertisement being made public.
- (c) Vacancy notices posted under this article shall include the following:
- (1) a description of the position based upon the applicable job description;
 - (2) the applicable classification;
 - (3) the applicable location;
 - (4) the hours of work that initially apply (for information purposes only);
 - (5) the qualifications required;
 - (6) length of appointment if a temporary position.
- (d) Should any of the conditions set out in Subsection (c) change before the Employer finalises its selection decision, the Employer shall re-post the vacancy reflecting the change and shall notify any applicants of the change.
- (e) Wherever possible, vacancies, new permanent and temporary positions shall be filled from within the bargaining unit. Employees who have passed probation will be deemed qualified in the position for which they were originally hired.
- (f) The Employer may advertise the position both internally and externally.
- (g) Internal applicants shall be considered prior to external applicants. Applications from external applicants may only be considered/reviewed after all internal candidates have completed the short list/interview process. Should no internal applicant be successful in being short listed then external applicants may be considered.
- (h) Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service.

11.2 Union Observer

A member of the Labour/Management Committee, or their designate, may sit as an observer on a selection panel, including panel deliberations for bargaining unit positions. The observer shall be a disinterested party. Leave without pay shall be granted for the attendance of the observer with advance approval from the appropriate Director.

11.3 Appointment Letter

- (a) A new employee, or an employee moving from one job classification to another, shall be informed by the Board in writing of their classification and starting salary, but may be placed on any step of that classification according to proven ability and experience.
- (b) An employee accepting a temporary position shall be informed by writing of their classification, salary and length of appointment.
- (c) A copy of the appointment letter will be supplied to the Union.

11.4 Trial Period

- (a) Employees promoted (or awarded new positions) shall be given four (4) months in which to prove satisfactory and if they fail to do so, shall be returned to their former positions without loss of seniority in such former positions.

(b) An employee who requests to be relieved of a promotion (or awarded position) during the trial period shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (a) of this article with the mutual agreement of the Union and the Employer.

11.5 Employer to Inform Union of New or Changed Positions

(a) When a new bargaining unit position is established by the Employer during the term of this agreement, it shall forward a new job description to the Union, including the classification it proposes. The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.

(b) When a significant permanent change is made to an existing bargaining unit position, the Employer shall forward a changed job description, including the classification it proposes, to the Union for consultation with the applicable employee(s). The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.

(c) When an employee believes that a significant permanent change has been made to their position, the employee may request the Employer to review the classification of the position. The Employer shall notify the employee and the Union regarding the outcome of such request, and Section (d) below and Article 11.5 may be applied.

(d) Where the Union objects, it shall provide specific details of its objections to the Employer, which shall be limited to whether: (a) the duties, responsibilities and/or qualifications required by the Employer are accurately described; (b) the classification proposed by the Employer is appropriate pursuant to Appendix A; and/or (c) the qualifications required by the Employer are bona fide and work related.

11.6 Dispute Resolution

(a) The parties shall meet to discuss the Union's objections within thirty (30) calendar days of the Employer's receipt of the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may submit the matter to arbitration for resolution under Article 9. The jurisdiction of the Arbitrator under this section shall be limited to adjudicating union objections based solely on the three (3) grounds for objection set out in Article 11.5(d).

(b) Nothing in this article prohibits the Employer from filling a new position on a temporary basis, until the procedures set out herein have been completed.

11.7 Interview Expenses

An in-service applicant for a posted position, who is not on leave of absence without pay and who has been called for a panel interview, shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as the employee is notified of their requirement to appear for an interview.

ARTICLE 12 - LAYOFF AND RECALL

For purposes of this article, a layoff is defined as a loss of employment by a permanent employee as a result of reorganization or the elimination of their position, or as a result of a reduction in the hours worked in their position by more than seven (7) hours per week or moving a position more than fifty (50) kilometres from the current location.

The parties agree to abide by the provisions of the BC *Labour Relations Code* Section 54 (RSBC 1996, c.244).

12.1 Layoff Procedure

(a) Permanent employees shall be laid off in reverse order of seniority pursuant to the following subsections:

(1) Permanent employees designated for layoff shall be offered, in seniority order, provided the employee has the skill, knowledge and ability to perform the duties required, the option of placement into a vacancy in either:

- (i) their geographic work location, or
- (ii) another geographic work location, in which case Article 12.1(e) will apply.

(2) Permanent employees, designated for layoff, shall have the right to bump a more junior bargaining unit employee, provided the senior employee has the skill, knowledge and ability to perform the duties required after orientation of one (1) week.

(3) Upward bumping to a higher paid classification is not permitted under this article.

(4) When a senior employee bumps a junior employee, the senior employee shall assume the hours of work of the position into which the employee bumps.

(b) To be eligible to bump a more junior employee under this article, employees designated for layoff must notify the Director or designate of their intention to do so, within ten (10) regular business days after being so designated. Failure by the employee to do so shall result in loss of all bumping rights.

(c) The Employer shall notify employees designated for layoff, four (4) calendar weeks prior to the effective date of their layoff. After three (3) years of continuous service, an additional calendar weeks' notice shall be provided for each year of continuous service, to a maximum of eight (8) calendar weeks' notice.

(d) As an alternative to the layoff of a junior employee under this article, a senior employee may voluntarily offer to take layoff and to be placed on the recall list, provided the junior employee to be retained has the skill, knowledge and ability to perform the work available.

(e) The Employer shall pay reasonable relocation costs incurred by employees who are required to relocate their permanent residence more than fifty (50) kilometres from their original place of residence as a result of bumping into that position after being laid off, to a maximum reimbursement of twenty-five hundred dollars (\$2,500) for any one relocation. The employee must provide receipts to support all reimbursements requested under this section.

12.2 Recall

(a) Employees designated for layoff who do not wish to bump or who are not eligible to bump a junior employee, shall be placed on the recall list for a period of eighteen (18) calendar months from the date of their layoff.

(b) The Employer shall recall laid off employees from the recall list, in seniority order, before hiring new employees to fill vacancies in the bargaining unit, provided that the laid off employee(s) eligible for recall have the skill, knowledge and ability to perform the duties required.

(c) To remain eligible for recall, laid off employees on the recall list shall maintain a current address and telephone number with the Employer's Personnel Department. The Employer shall be considered

as having met its recall obligations by sending a registered letter to the employee's latest address on file.

(d) Laid off employees may decline one (1) recall to employment under this article without affecting their recall status. Laid off employees who decline two (2) recalls or who cannot be reached by the Employer at the time of recall, shall lose all recall rights and their names shall be removed from the recall list. An employee who declines an offer of recall to a position that is more than fifty (50) kilometres from their original worksite will not be considered to have declined recall under this article.

12.3 Downward Reclassification of a Position

An employee shall not have their salary or benefits reduced by reason of a change in the classification of their position caused other than by the employee.

The employee shall receive the full negotiated salary increase when the salary of their classification equals or exceeds the salary which the employee is receiving.

12.4 Severance Pay

(a) As an alternative to bumping a more junior employee or going on the recall list for purposes of future recall, a permanent employee, whose position has been eliminated as the result of a layoff under this article, may opt to resign and take severance pay. Employees, who take severance pay, are deemed to have resigned their employment in all respects, after which they have no further claim against the Employer arising out of their employment.

(b) The quantum of severance pay applying to any full-time employee is one (1) week's pay, calculated at the employee's normal basic rate, for each year of continuous employment completed immediately prior to their layoff, prorated for time completed in the employee's final part year of service. Regular part-time employees shall be eligible for one (1) week's severance pay after each year of continuous accumulated service, based upon the average weekly hours each such employee normally works. Full-time employees having fifteen (15) or more years of continuous employment completed immediately prior to their layoff, shall receive one (1) additional week's severance pay for each year of completed continuous employment that exceeds fifteen (15) years of continuous employment.

(c) The above notwithstanding, laid-off employees, who are offered employment by a library system that replaces the VIRL in the employee's former geographical area or service area, shall not be eligible for severance pay under this article, provided the work involved is normally performed by professional librarians and such alternate employment is to commence within six (6) months of the employee's layoff date. The VIRL has the right to take such actions as may be necessary to recover any severance amounts paid out under this article, for which the recipient is not eligible.

(d) A full-time employee who receives notice of layoff and who is eligible to retire under the terms of the Municipal Pension Plan during what would otherwise be their severance pay period may elect to take paid leave and then retirement. In such cases, the employee shall commence the paid leave effective the date of layoff. The maximum number of weeks of paid leave any employee may receive under this section shall not exceed the quantum of severance pay to which the employee would otherwise be entitled under this article.

ARTICLE 13 - HOURS OF WORK AND OVERTIME**13.1 Hours of Work**

- (a) The working week shall normally be thirty-five (35) hours for all full-time librarians. Librarians may work that time on a flexible schedule according to the work to be done. Librarians may work a four (4) day week with the written approval of the Director.
- (b) The Employer will not schedule employees for more than five (5) consecutive days of work. Employees will not be directed to work both Saturday and Sunday.

13.2 Overtime

- (a) It is understood by the parties that librarians may be required to work more than the hours of work outlined in 13.1. Where the Employer directs hours of work greater than seven (7) hours per day or over thirty-five (35) hour workweek, the parties agree that overtime must be approved.
- (b) *Application of Overtime:*
 - (1) Overtime must be approved by supervisor.
 - (2) Approved overtime may be paid, or banked at the rate of time and one-half (1½x) the employee's regular rate of pay.
 - (3) Banked overtime will not exceed thirty-five (35) hours. The scheduling of such time off shall be by mutual agreement.
 - (4) Any overtime hours which have been banked, which have not been taken by December 31st of each year will be paid out on December 31st of each year.
 - (5) The employee(s) shall have the right to decline any additional overtime hours.
- (c) *Meal Allowance:*
 - (1) Meal allowances must be approved by supervisor.
 - (2) No meal allowances will be approved for days scheduled at the individual's discretion under Article 13.1.
 - (3) When a schedule is imposed which is beyond the individual's control and results in a workday that exceeds nine (9) hours, a meal allowance will be approved. Meal allowance rates shall be the same as those authorized for the Library Board.

An example of an imposed schedule would be the requirement to make a trip where the trip and its purpose could not reasonably be accomplished in under nine (9) hours.

13.3 Job Sharing

A permanent (full-time) employee may apply to the Director or designate to share their job with another employee. Job sharing requests may be granted at the Employer's discretion, provided there are no additional costs to the Employer from so doing, operational requirements permit the arrangement and the job-sharing partners both have the skill, knowledge and ability to perform the duties required. The terms applying to any job-sharing arrangement shall be discussed with the Union, prior to the Employer's approval of same. The Employer or either job sharing party reserves the right to cancel any job-sharing arrangement, upon serving thirty (30) calendar days written notice of the cancellation to the employees involved.

13.4 Workload

Where an employee is concerned that they cannot complete assignments or respond to urgent matters it is their responsibility to immediately seek direction from their direct supervisor.

It is in the best interest of staff to develop more effective ways to deliver current services and meet the challenge of diversifying services. The parties agree to the following principles:

- (a) Support the ability of employees to make decisions about their work;
- (b) Streamlining the decision-making process as it affects the day-to-day work of the staff of the Employer;
- (c) Identifying redundant work practices; and
- (d) Jointly monitoring, on an annual basis, the volume and elements of workload (based on experience, training, and skill level) as well as the anticipated workload.
- (e) On an annual basis each employee will review, with their supervisor, both the volume and the elements of their workload. This meeting can be at the call of either person.

ARTICLE 14 - PAID HOLIDAYS

14.1 Paid Holidays

- (a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

- (b) It is understood that any other holiday proclaimed as a holiday by the federal government, or the provincial government shall be recognized as a designated paid holiday.

14.2 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.

Part-time employees shall receive statutory holiday time off and pay on a prorated basis, in accordance with the percentage of full-time hours they actually worked in the thirty (30) calendar day period immediately preceding the holiday.

14.3 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

ARTICLE 15 - VACATIONS

15.1 Vacation Entitlement

Full-time librarians shall be entitled to annual vacations, at their regular rate of pay, in accordance with the following:

- (a) During the first calendar year or part calendar year of continuous service, one decimal eight three (1.83) working days' vacation for each month or part month greater than one-half ($\frac{1}{2}$) actually worked;
- (b) During the second (2nd) calendar year of continuous service, up to and including the fifth (5th) calendar year of continuous service, twenty-two (22) working days;
- (c) During the sixth (6th) calendar year of continuous service, up to and including the eighth (8th) calendar year of continuous service, twenty-five (25) working days;
- (d) During the ninth (9th) calendar year of continuous service up to and including the fifteenth (15th) calendar year of continuous service, twenty-seven (27) working days;
- (e) During the sixteenth (16th) calendar year of continuous service up to and including the sixteenth (16th) calendar year of continuous service, thirty (30) working days;
- (f) During the twenty-fifth (25th) calendar year of continuous service, and in each calendar year of the continuous service thereafter, thirty-three (33) working days.
- (g) Employees shall not be eligible to receive incremental increases in their vacation in accordance with the above subsections, based upon their years of continuous service, until after they have reached their anniversary date in each applicable calendar year.
- (h) Part-time employees shall be eligible for the above vacation credits on a prorated basis in accordance with the percentage of full-time hours they actually work.

15.2 Vacation Year Defined

The vacation year shall be January 1st to December 31st for purposes of this article. Employees are required to take their full annual vacation entitlement, as time off, in each vacation year, subject to the provisions of Section 15.8. When, for operational reasons, the Employer cannot permit an employee to take their full vacation entitlement as time off in any vacation year, the employee shall be required to carry over as much vacation as is permitted under Section 15.8. In such cases, any vacation, that is in excess of the permitted carryover, shall be paid out in cash, as at December 31st of the applicable vacation year. In no other circumstances shall vacations be paid out as cash, except as specified elsewhere in this agreement.

15.3 Vacation Scheduling

Employees may schedule their full annual vacation entitlement off, in the normal fashion, as at January 1st of each vacation year, provided that in the case of termination, any vacation taken but not earned as at the date of termination, shall be repaid in accordance with Section 15.4.

15.4 Vacation Entitlement on Termination

When the employment of an employee terminates for any reason after that employee has taken their annual vacation entitlement in any year, the employee shall be required to repay to the Employer an amount equal to the vacation taken but not earned, calculated as follows. An adjustment shall be made to the employee's final paycheque in order to recapture such overpayment.

- (a) The amount of such repayment shall be one-twelfth ($\frac{1}{12}$) of the employee's vacation entitlement for each month or part-month greater than one-half ($\frac{1}{2}$) not worked in that calendar year, and
- (b) when the termination takes place prior to an employee's anniversary date, in a calendar year in which the employee would otherwise have been eligible to receive an incremental increase in vacation under Section 15.1(g), the amount of the repayment shall also include the value of such incremental increase.
- (c) Employees leaving the service of the library shall receive full payment for any accrued vacations earned but not taken as at the date of termination.

15.5 Vacation Credits Upon Death

In the event of death, accrued vacation earned but not taken will be paid to the employee's estate or beneficiary, as applicable.

15.6 Approved Leave of Absence With Pay During Vacation

When an employee becomes ill, disabled or suffers an accident while on paid vacation, the employee shall be entitled to utilize accumulated sick leave or disability benefits for the duration of the illness or disability, without loss of vacation time. Proof of illness, disability or accident shall be required by means of a doctor's note.

15.7 Vacation Scheduling for Periods of less than One (1) Week

Employees wishing to schedule vacation time off in periods of less than a full week shall first obtain the approval of the applicable supervisor.

15.8 Vacation Carryover

With prior approval of the applicable supervisor, an employee may carry over up to five (5) days of their annual vacation entitlement in any vacation year, provided that the maximum total amount of carryover an employee may have at any one time is ten (10) days. It is understood that employees, who are in their first calendar year or part calendar year of service and who commenced employment prior to July 1st, may also carry over up to five (5) days' vacation under this section (March 6, 2003).

When an employee commences approved vacation prior to December 31st of any calendar year and that vacation continues into the next calendar year without interruption, the period of such vacation falling in the next calendar year shall not be considered as a vacation carryover for purposes of this section provided the vacation in question is scheduled prior to October 31st of the first (current) calendar year. Effective date of ratification.

15.9 Vacation Entitlement for Temporary and Casual Employees

Temporary and casual employees employed in a temporary position, that exceeds six (6) months, shall accumulate vacation credits on a prorated basis in accordance with the percentage of full-time hours they actually work.

Temporary or casual employees employed in a temporary position, may schedule vacation time off without pay, up to the amount of their earned vacation credit, with the approval of the applicable supervisor.

15.10 Approved Vacation Schedules

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, or except by mutual agreement between the employee and the applicable supervisor.

15.11 Callback from Vacation

- (a) Employees shall not be required to return to work while they are off on vacation, except in cases of emergency.
- (b) Employees, who are required by the Employer to return to work while they are off on vacation, shall be reimbursed for reasonable travel expenses, when they are required to travel from other than what might reasonably be considered as their normal place of residence, provided they submit receipts for such expenses (except meals). Time spent at work under this section, including required travel time to/from work, shall not be counted against the employee's remaining vacation entitlement.

15.12 Vacation Pay

An employee's vacation pay shall be calculated at their normal basic rate of pay, except when the employee is temporarily being paid at a higher rate immediately prior to taking their vacation and returns to such temporary higher rate immediately after the vacation. In this eventuality, the employee's vacation pay shall be calculated at the higher (temporary) rate.

15.13 Bereavement/Family Responsibility Leave During Vacation

While on paid vacation, an employee may qualify for compassionate or bereavement leave under Article 17.1 or Article 17.2. If such leave is granted, the employee's lost vacation days will be credited to the employee's vacation entitlement.

ARTICLE 16 - SICK LEAVE**16.1 Sick Leave Provisions**

One and one-half (1½) days per month (eighteen [18] working days per year) shall be granted as Sick Leave Credit to all full-time librarians, and all part-time librarians shall be granted Sick Leave Credit proportionately to the time employed each month. Sick Leave Credits shall be granted BCGEU staff when they are on approved Sick Leave.

Sick Leave Credit shall be accumulated by all librarians to a maximum of one hundred and thirty (130) working days.

A medical note from a licensed medical practitioner may be required of any employee who is absent because of sickness for a period of more than three (3) days.

In case of prolonged illness, special consideration may be given by the Board to a recommendation of the Director.

Temporary employees are entitled to the sick leave benefits. In the event a temporary employee is hired on a permanent basis within six (6) months of their period of temporary employment, sick leave credit from the period of temporary employment will be retained.

16.2 Employment Insurance Premium Reduction

The Employment Insurance (EI) Premium Reduction Program provides that Service Canada may offer reduced EI premiums for both Employers and employees where similar income-protection coverage exists (i.e. Paid Sick Leave). In consideration of the EI Premium Reduction Program, where the Employer continues to meet all eligibility requirements, the Employer is responsible to ensure that all employees for whom the reduction applies receive their portion of the savings ($\frac{5}{12}$ of the annual savings).

ARTICLE 17 - SPECIAL AND OTHER LEAVE**17.1 Bereavement Leave**

(a) In an event of the death of a member of an employee's immediate family, the employee shall be granted leave with pay for five (5) scheduled working days that fall within a reasonable period following the death. In addition, the employee shall be granted two (2) working days for travel, when necessary. Immediate family is defined as spouse/partner, parent/stepparent, sibling, child/stepchildren, parents-in-law, sibling-in-law, grandparents, and grandchildren. Such leave will also be extended to a guardian/caregiver relationship that has been documented with Revenue Canada.

(b) Such leave shall be prorated for employees working less than full-time hours but shall not be less than three (3) days combined bereavement and travel.

17.2 Family Responsibility Leave

In the case of illness or hospitalization of an employee's dependant, spouse/partner or parent/stepparent after notifying the Employer, to report an absence of five (5) accumulated sick leave days per year to care for the employee's dependant, spouse/partner or parent/stepparent.

17.3 General Leave

Any reasonable request for leave of absence by a librarian may be granted with or without pay at the discretion of the Director when in the opinion of the Director the granting of such request would not interfere with the conduct of the work of the library.

17.4 Job Exchanges

The parties recognize that job exchanges represent one vehicle whereby advances in the library field might be maintained and promoted. To this end, the Employer agrees to consider exchange programs with other libraries, provincially, nationally and internationally, provided:

- (a) In the Employer's opinion, operational requirements permit the employee wishing to make the exchange to do so;
- (b) The incoming librarian is deemed to be satisfactory by the Employer in all respects; and
- (c) There is no cost to the Employer as a result of any request that is granted.

If the Employer limits the number of employees who may be accepted into a job exchange at any one time, seniority shall apply.

17.5 Sabbatical Leave

Following the completion of five (5) years of consecutive service an employee's request for a sabbatical leave without pay will be granted for a maximum period of twelve (12) months. In the event of a request for a sabbatical leave for a period in excess of twelve (12) months, approval for the period in excess of twelve (12) months will be considered in accordance with the terms of Article 17.4 above. Sabbatical leaves without pay will be granted in accordance with the following terms:

- (a) The Employer reserves the right to limit the number of employees on sabbatical leave at any one time.
- (b) An employee cannot apply for another period of sabbatical leave until five (5) consecutive years of service have been completed following return from the previous leave.

(c) In the event there is more than one application covering the same time period, employees who have not previously had a sabbatical leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.

17.6 Benefits During Unpaid Leave

Employees who are on any type of leave of absence without pay shall not be entitled to sick leave pay or bereavement leave pay or pay for any statutory holiday that occurs during the period of approved leave. Where the period of such leave is for one (1) month or more, employees shall not accumulate service credit for vacations, retirement benefit, sick leave entitlement or pay increments. Where an employee is on unpaid leave for the purpose of taking courses, increment service credit may be granted at the discretion of the Employer.

Employees who have been granted an unpaid leave of absence for a period of one (1) month or less shall continue to receive their health and welfare benefits.

Employees who have been granted an unpaid leave of absence for a period in excess of one (1) month shall have the option of maintaining their health and welfare benefits beyond the first month of the leave, subject to the terms and conditions of the applicable insurance contracts, by arranging to pay the full cost of the premiums for the benefits. Such arrangements are to be made with the Financial Services Department prior to commencing the leave.

Employees who are on layoff, WCB leave greater than three (3) months, or long-term disability shall not be entitled to sick leave, bereavement leave or pay for statutory holidays. They shall not accumulate service credit for vacations, sick leave entitlement or pay increments.

17.7 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Employer.

(a) For all the above leaves, the employee shall advise their supervisor as soon as the employee is aware that such leave is required.

17.8 Leave for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A permanent employee may be granted leave with or without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

(c) Temporary employees shall be entitled to the benefits described in this Article 17.8.

17.9 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to sick leave.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credit the necessary return travelling time to receive personal medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or service available at the employee's place of residence.
- (c) Temporary employees shall be entitled to the benefits described in Article 17.9.

17.10 Leave for Public Office

The Employer shall grant unpaid leave to permanent employees who seek public office or who are elected to public office in accordance with this section, provided the employee involved makes written request for such leave at least fourteen (14) days in advance.

- (a) To seek municipal, provincial or federal office, a maximum of ninety (90) calendar days.
- (b) Those elected to municipal, provincial or federal office, maximum of five (5) consecutive years, including the period of leave granted to seek such office.

17.11 Professional Development

The parties shall mutually determine, in the Labour/Management Committee, the basis on which any budgeted amount for personal continuing education funds is to be expended. This article only applies if the Employer provides funds for personal continuing education in its budget in any year and is not a requirement that such funding be provided.

17.12 Professional Leave

Permanent employees, who are elected or appointed to positions with the BC Library Association (BCLA) or the Canadian Federation of Library Associations (CFLA) may apply for paid leave while performing the duties of such office and reimbursement of reasonable travel expenses incurred while so doing. Requests under this section shall be granted at the sole discretion of the Director, on a case by case basis. Appointments shall be directed to the Director of Library Services and Planning.

ARTICLE 18 - MATERNITY/PREGNANCY, PARENTAL AND ADOPTION LEAVE

Parents can take unpaid time off work when they have a baby or adopt a child. Employees must submit a written request to their employer at least four (4) weeks before taking maternity or paternal leave. Such leave requests may also include a certificate from a qualified medical practitioner or, where applicable, proof of adoption.

18.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence no earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.

(c) A request for a shorter period under Article 18.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work and will include a certificate from a medical practitioner stating that the employee is able to resume work.

18.2 Parental

(a) Employees will be granted parental leave as follows:

(1) The birth parent, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 18.1.

(2) The non-birthing parent/partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child.

(3) An adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes in place with the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

(b) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks of unpaid leave, to be taken immediately after the end of the parental leave. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

18.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under this article will not exceed seventy-eight (78) weeks, except as provided under 18.2(b) Parental Leave.

18.4 Return from Leave

On return from leave, an employee will be placed in their former position or a comparable position, if their original position no longer exists.

18.5 Benefit Plan

If an employee maintains coverage for benefits plans while on maternity or parental leave, the employee agrees to pay the Employer's share of these premiums.

18.6 Seniority Rights to Return to Work

(a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain then seniority they have accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer one (1) month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant Article 18.8-Extended Child Care Leave.

18.7 Sick Leave Credits

(a) Prior to commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of Rubella in the applicable geographical region.

18.8 Extended Child Care Leave

Upon written notification, no later than one (1) month prior to the expiration of the aggregate leave taken pursuant to Article 18.1 Maternity Leave and 18.2 Parental Leave, an employee will be granted a further leave without pay for a maximum period of six (6) months. During this leave, all conditions of employment will be consistent with those detailed in Article 17 General Leave.

An employee wishing continued coverage under any applicable benefits plan will pay the total cost of benefit premiums while on Extend Child Care Leave. An employee on Extended Child Care Leave will provide the Employer with at least one month's written notice of return from such leave as detailed in Article 18.6.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.1 Statutory Compliance

- (a) The parties agree to comply fully with regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of BC pertaining to the working environment, including provision of First Aid kits and the formation of an Occupational Safety and Health Committee.
- (b) Where there is no Occupational Safety and Health Committee, employees who have health and safety concerns must contact their supervisor and an OH&S employee representative.

19.2 Injury Pay

An employee who is injured at work and is required to leave for treatment, or who is sent home by the Employer as a result, shall receive payment for the balance of their scheduled shift.

19.3 Transportation of Accident Victims

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

19.4 Occupational First Aid Attendants

VIRL will be responsible for the Workers' Compensation Board course costs associated with the Occupational First Aid Certificates. One attendant will be on duty at any one time, pursuant to the WCB regulations. The duty roster will be posted, and the responsibility rotated equitably between all the attendants. A premium of fifty cents (50¢) per hour shall be paid to the attendant on duty. The premium will be paid only for those hours when the employee is scheduled for Occupational Health and Safety duty. Where at all possible, the Occupational First Aid Attendant must be a full-time employee.

19.5 Mental Health and Wellness

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

ARTICLE 20 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

ARTICLE 21 - HEALTH AND WELFARE

21.1 Benefit Summary

A summary only of Health and Welfare Benefits is provided below. Where spousal benefit coverage is provided, it shall include "*common-law partner*", where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been cohabiting for at least twelve (12) months. The period of cohabitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/ren for taxation purposes.

21.2 Eligibility

Individual employee participation in the following benefit plans is subject to the eligibility and termination provisions contained in the group insurance contract with the insuring company.

21.3 Part-Time Employees

The Employer premium payment for extended health care and dental plan shall be prorated for part-time employees.

21.4 Basic Medical Insurance

Full-time and part-time employees may choose to be covered by the British Columbia Medical Services Plan. The Employer will pay one hundred (100) percent of the regular premium for such coverage for regular full-time employees. The Employer premium payment for such coverage shall be prorated for part-time employees. Temporary employees may choose to be covered by the Medical Services Plan at their own cost.

21.5 Extended Health Care Plan

- (a) The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a mutually acceptable extended health care plan including the vision care option. Effective date of ratification, the maximum benefit for vision care shall be increased to six hundred dollars (\$600) every twenty-four (24) months for adults and four hundred dollars (\$400) every twelve (12) months for dependent children (as defined by the plan documents). Eye exams shall be covered once every two (2) years to a maximum of one hundred twenty-five dollars (\$125).
- (b) The benefits available under Article 21.5, Extended Health Benefits, shall be amended so that payment is made for the generic equivalent price of the prescription drug unless there is no generic substitute, or the doctor specifies no substitutes on the prescription form.
- (c) Effective date of ratification, Extended Health Care Plan shall include coverage up to a total amount of seventy-five dollars (\$75) per visit not covered by MSP to professional health practitioners as defined by the plan documents.

21.6 Dental Plan

The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (a) Part A, ninety percent (90%) coverage; (Effective January 1, 2007, to be extended to include composite fillings for all teeth.)
- (b) Part B, sixty percent (60%) coverage;
- (c) Part C, sixty percent (60%) coverage.

Effective date of ratification. The lifetime maximum orthodontic benefit level will increase from thirty-five hundred dollars (\$3,500) to five thousand dollars (\$5,000).

The benefits available under Article 21.6, Dental Plan "A" coverage, shall be amended to extend the check-up recall period from six (6) months to nine (9), except for dependent children (as defined in the Plan documents) who may have check-ups every six (6) months.

21.7 Group Life

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times (3x) an employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium.
- (b) The group life plan shall include the following provisions for accidental dismemberment:
 - (1) loss of both hands or feet the principal sum;
 - (2) loss of sight of both eyes the principal sum;
 - (3) loss of one hand and one foot the principal sum;
 - (4) loss of one hand or one foot and sight of one eye the principal sum;
 - (5) loss of one hand or one foot one-half the principal sum;
 - (6) loss of sight of one eye one-half the principal sum.

21.8 Health and Welfare Plans

- (a) A copy of the Master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will develop a pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

21.9 Long-Term Disability Insurance

The employees will pay the premiums for Long-Term Disability Insurance. Such insurance shall be a condition of employment.

Effective January 1, 2010, the Employer will maintain in good standing a Long-Term Disability Plan. Premium costs will be paid sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

The Employees shall pay one hundred percent (100%) of the cost of the Long-Term Disability premiums, thereby making Long-Term Disability benefits tax-free in the hands of the beneficiaries. In order to maintain the 60/40 cost split on Long-Term Disability costs after this change, each permanent full-time employee shall be paid an additional amount each month equal to the amount the Employer would normally have remitted to the carrier on their behalf in that month (i.e. sixty percent [60%] of the monthly Long-Term Disability premium). This additional amount shall comprise part of each employee's taxable monthly income. This "*tax free benefit*" arrangement shall continue only so long as it is acceptable to Revenue Canada and provided it does not cost the Employer any more than the Employer would pay to maintain its sixty percent (60%) contribution level.

21.10 Pension Plan

Employees shall be enrolled in the Municipal Pension Plan, subject to the provisions of the Plan.

21.11 Employee Assistance Plan

The Employer agrees to amend its group insurance contract with the insuring company to incorporate into the Extended Health Benefit Plan an Employee Assistance Plan which would provide individuals with

access to confidential, professional counselling through Corporate Health Consultants. The premium costs for this additional plan are to be borne by the Employer.

21.12 Gender Affirming Care

Health care benefits coverage for transition related costs and medical leaves of absence for transitioning employees will be accommodated on the same terms as any other medical cost or leave.

The Employer further agrees they have a duty to accommodate and allow for equal benefits for transgender and gender variant employees. This includes reasonable accommodation for employees who cannot perform the duties of their position or who are on a Leave of Absence due to gender transition.

21.13 Domestic Violence

Domestic violence is any form of violence between intimate partners, either current or former. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common-law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize its responsibilities pursuant to the WorkSafeBC Regulations.

Employees shall be entitled to paid and unpaid leave as defined by the *Employment Standards Act* Section 52.5.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 Paydays

- (a) Employees shall be paid biweekly with paydays on alternate Fridays.
- (b) A comprehensive statement shall be provided in January and July of each year and shall provide the employee with an accounting of accrued sick leave and vacation leave credits.

22.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Appendix A.
- (b) Temporary employees shall be paid at the base rate for the classification which applies to the work being done. The Employer may pay temporary employees at higher than the base rate when, in its opinion, circumstances warrant.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (d) Librarians shall receive annual increments, subject to satisfactory performance, on the anniversary date of their employment or promotion, or after one (1) year of accumulated service, as applicable.
- (e) When an employee is required to take a taxi or use public transit on library business, the Employer shall bear the full cost of the trip.
 - (1) When required by the Board to use their own vehicle on library business the librarian shall be paid a mileage allowance at the current prescribed rate used by the board members.

(2) Employees who are required by the Board to use their own vehicles for business purposes at a frequency that brings them under the commercial insurance coverage requirements pursuant to the Insurance Corporation of BC regulations, shall be reimbursed for the following portion of their insurance premiums:

- The difference in premium cost between insuring their vehicle to cover driving to and from work (known as rate class 002) and insuring their vehicle to cover driving for business purposes (known as rate class 007), and
- The applicable Insurance Corporation of BC premium cost to provide "loss of use" coverage based on forty-five dollars (\$45) daily car rental for a twenty (20) day limit.

(3) Employees, who are required to travel on library business immediately preceding their scheduled days off, may use their private vehicle for such business travel, provided they continue to travel on their days off, without returning to their normal place of residence, and they receive approval from the Employer, in advance, which approval shall not be unreasonably denied.

(4) When the library permits an employee to use their personal vehicle under this article, the vehicle allowance shall only apply to the business portion of the trip. The employee shall be responsible for all other costs.

(5) When an employee is attending a meeting and leaves from their place of residence, the employee will be paid whichever is the lesser of the mileage from their home or branch to the meeting site.

(f) *Substitution Pay*

When a Library Manager is temporarily absent for more than seven (7) calendar days but less than sixty (60) calendar days, substitution opportunities shall be offered in the following order and include the following adjustment to rate of pay. (Scheduled absences greater than sixty [60] calendar days will be addressed in conjunction with Article 11.):

(1) The senior Customer Service Librarian I (CSL) assigned to the branch shall receive the difference between their current rate of pay and the rate of the Customer Service Librarian II (CSL II) at Step 1 for the full replacement period.

(2) In the absence of a CSL in a branch or where a CSL I declines a substitution opportunity, the substitution would be offered, by seniority, to all remaining CSL's/CSL II's. The incumbents will receive the rate of pay defined in (1) above or (3) below.

(3) When a Customer Service Librarian II (CSL II) substitutes for a Library Manager they shall receive the difference between their current rate of pay and the rate for Library Manager at Step 1 for the full replacement period.

22.3 Transfer Policy

Employees will not be transferred against their will. Transfers will be by mutual agreement.

22.4 Sunday Premium Entitlement

(a) Employees, who are formally directed by the Employer to work on Sundays, shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all straight-time hours so worked. This premium does not apply when overtime rates are being paid.

(b) When staffing a Sunday shift, the Employer shall first seek volunteers from among the employees currently working in the affected classification in that branch. When an insufficient number of these

employees volunteer, the Employer may select the required number of employees from the affected classifications in reverse order of seniority.

(c) Employees shall not be required to work both Saturday and Sunday in any week without their consent.

ARTICLE 23 - TECHNOLOGICAL CHANGE

For the purposes of this article, "*technological change*" means a change in the way bargaining unit work is performed as a result of the introduction of the new or changed technology (i.e. equipment and/or methods of performing work).

(a) Where new or greater skills are required than are already possessed by an employee affected by a technological change, the employee shall, at the Employer's expense, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which the employee may acquire the necessary skills required by the technological change.

(b) No additional employee shall be hired by the Employer until employees affected by technological change have been allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 24 - TERM OF AGREEMENT

24.1 Duration

This agreement shall be binding and remain in effect from January 1, 2021 to midnight December 31, 2024.

24.2 Notice to Bargain

(a) Where no notice is given by either party prior to October 31, 2024, both parties shall be deemed to have been given notice under this clause on October 31, 2024, and thereupon Clause 24.3 applies.

(b) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Director.

24.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 24.2, the parties shall, within fourteen (14) calendar days after the notice was given, commence collective bargaining.

24.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

24.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

24.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of signing.

24.7 Labour Code Exclusions

It is mutually agreed that the operations of Subsections 2 and 3, Section 50 of the *Labour Code* of British Columbia are specifically excluded from this agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Erin Hemmens
Board Chair

Laura Kaminker
Bargaining Committee Member

Ben Hyman
Executive Director

Peter Maguire
Bargaining Committee Member

Jennifer Seper
Bargaining Committee Chairperson

Doreen Smith
Staff Representative

Date: _____

APPENDIX A
Re: Wages

Effective dates for general wage increases:

	Step 1	Step 2	Step 3
Customer Services Librarian I			
Current	58,855	61,305	63,755
January 1, 2021 (3%)	60,621	63,144	65,668
January 1, 2022 (3%)	62,439	65,038	67,638
January 1, 2023 (3%)	64,312	66,990	69,667
January 1, 2024 (3%)	66,242	68,999	71,757
Customer Services Librarian II			
Current	67,839	70,333	72,822
January 1, 2021 (3%)	69,874	72,443	75,007
January 1, 2022 (3%)	71,970	74,616	77,257
January 1, 2023 (3%)	74,130	76,855	79,575
January 1, 2024 (3%)	76,353	79,160	81,962
Library Manager, Collections Manager, Cataloguing Manager, Support Services Manager			
Current	76,822	79,359	81,889
January 1, 2021 (3%)	79,127	81,740	84,346
January 1, 2022 (3%)	81,500	84,192	86,876
January 1, 2023 (3%)	83,945	86,718	89,482
January 1, 2024 (3%)	86,464	89,319	92,167
** January 1, 2022 - \$500 signing bonus for all classifications			

The Step 2 increment is earned no less than twelve (12) months after commencing employment in a classification. The Step 3 increment is earned not less than twelve (12) months after receipt of the Step 2 in the applicable classification.

Wages shall be retroactive to January 1, 2021.

LETTER OF UNDERSTANDING 1
Health and Safety

The parties agree to meet as the Labour Management Committee to discuss and better understand the Joint Occupational Health and Safety (JOHS) Committee and branch safety structures in place. The Committee may make recommendations to the JOHS Committees in relation to connecting staff from the thirty-nine (39) VIRL branches to the five (5) existing JOHS committees.