

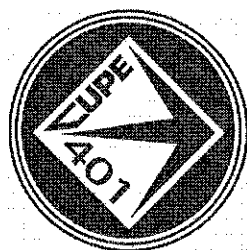
Collective Agreement

between the:



Vancouver Island Regional Library

and the:



**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

January 1, 2015 – December 31, 2019



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This Agreement made this _____ day of _____, 2016

Between the:

BOARD OF MANAGEMENT OF THE VANCOUVER ISLAND REGIONAL LIBRARY
(hereinafter called the "Employer" or the "Board")

and the:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401
(hereinafter called the "Union")

It being the desire of both parties to work together for the continued improvement and the extension of library service throughout the region, this Agreement has been drawn up in order to further the harmonious relationship so necessary between the Employer and the Staff.

1. DEFINITIONS

- 1.01 "Party" shall mean either of the parties to this Agreement.
- 1.02 "Probationary Employee" is any employee filling a permanent position who is fulfilling their probationary period.
- 1.03 "Permanent full-time employee" is any employee who, having completed a probationary period as specified in Article 16, has been confirmed in his/her permanent position, and who normally and regularly works thirty-five (35) hours per week.
- 1.04 "Permanent part-time employee" is any employee who, having completed a probationary period as specified in Article 15, has been confirmed in his/her permanent position, and who normally and regularly work less than thirty-five (35) hours per week.
- 1.05 "Casual Employee" is any employee who is paid at an hourly rate and who works irregular hours on an as-needed basis. A casual employee becomes a permanent employee upon successful application to a permanent position and upon completion of a probationary period.
- 1.06 **Temporary Position**
- a) A temporary position is one created to fill specific work requirement, which is expected to be of limited duration, greater than four (4) months and less than twelve (12) months.
 - b) A temporary position may be extended by mutual agreement and such agreement will not be unreasonably withheld.
 - c) Such a position may be filled by a permanent or casual employee.

1.07 Casual Employee Seniority

- a) Casual employees shall have casual seniority:
 - i) For the purposes of being offered discretionary hours, on the basis of all hours actually worked.
 - ii) For the purposes of being considered for permanent vacancies on the basis of start date.
 - iii) Casual seniority shall be calculated every 2 months and posted on the Staff Intranet.**
- b) Casual seniority will only be used for:
 - i) Priority consideration to posted positions over external applicants as per Article 16.02 a).
 - ii) Offering of discretionary hours. In this regard, casuals will provide to the employer the names of locations where they wish to work discretionary hours. Discretionary hours available, after the permanent employees have been canvassed in accordance with Article 15.04, will be offered to casuals in order of casual seniority.

1.08 "Casual employees shall be entitled to only those benefits specifically referred to as being applicable to casual employees, or as provided by statute. Casual employees shall be paid twelve percent (12%) on each pay cheque in lieu of all of the benefits and other perquisites provided under this Agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).

2. MANAGEMENT RIGHTS

- 2.01 Any rights and privileges of Management which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this Agreement.
- 2.02 The Executive Director shall be responsible for administering this Agreement on behalf of the Employer.

3. RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer shall recognize the Canadian Union of Public Employees, Local 401 as the sole bargaining agent for the employees of the Vancouver Island Regional Library, excluding librarians, maintenance workers and pages; and agrees to recognize the Union and its appointed representatives concerning all matters relating to the administration, operation, application or interpretation of the Collective Agreement and matters relating to the relationship of the parties bound by this Agreement.
- 3.02 Volunteers shall not perform work that would replace, displace or be in lieu of bargaining unit positions. It is understood this does not affect the present practice of having volunteers operate book stations, or the presentation of special library programs in work locations.

3.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

3.04 The Employer shall not enter into any agreement with an employee or group of employees that conflict with the provisions of this Agreement.

4. NO DISCRIMINATION

4.01 The Employer recognizes that there shall be no discrimination against the employees because of their activities as members of the Union.

4.02 The Employer recognizes the role of stewards selected by the Union. Provided operational requirements permit, stewards shall be entitled to reasonable time off work without loss of pay to investigate complaints of an urgent nature and to investigate grievances and assist any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure. Stewards shall not leave their workstation without consulting the supervisor.

5. UNION SECURITY

5.01 All members of the Union must maintain membership in good standing as a condition of employment.

5.02 New employees are required to join the Union and pay its initiation fees immediately upon being hired. The Employer shall inform new employees of this requirement prior to their employment.

6. CHECK-OFF OF UNION DUES

6.01 Effective on the date of employment the Employer shall deduct from every employee an employee's written assignment of any dues and assessments levied by the Union in accordance with its Constitution and By-Laws.

6.02 The Union must advise the Employer in writing of the amount of its regular dues and assessments. The amount as advised shall continue to be the amount to be deducted until changed by further written notice by the Union.

6.03 a) Deduction shall be made from the first pay period of the month, or biweekly where applicable, and shall be forwarded to the Union not later than five (5) days following the payroll date, accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts and the hours worked in each case. This information will be forwarded to the Union in an electronic format.

b) The employer will prepare and deliver to the union, on a monthly basis, a list of employees who have not worked and therefore have not paid union dues.

7. COPIES OF AGREEMENT

- 7.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. The Employer will allow a union representative 15 minutes to acquaint a new employee with the conditions of the collective agreement including the conditions of employment set out in the articles dealing with union security and dues check-off.
- 7.02 A copy of this Agreement shall be presented to the new employee upon commencing employment.
- 7.03 A copy of this Agreement shall be posted in **Nanaimo North Administration** and in each work location.

8. CORRESPONDENCE

- 8.01 All correspondence between the Union and the Employer shall pass to and from the President of the Union and the Director or designate. The 2nd Vice-President of the Vancouver Island Regional Library and the 1st Vice-President of CUPE Local 401 shall be provided with a copy of correspondence from the Employer. This information will be forwarded to the Union in an electronic format, with a hard copy being forwarded if necessary.
- 8.02 All correspondence sent to employees concerning an application or administration of the collective agreement, other than as limited by applicable privacy legislation, will be copied to the union.

9. LABOUR/MANAGEMENT COMMITTEE

- a) The parties shall form a Joint Labour/Management Committee. Each party shall appoint a maximum of three (3) members to this Committee, which shall have a mandate to discuss any matter of mutual interest, save and except active grievances.
- b) The committee shall meet no less than quarterly following a written request for a meeting by either party. The committee may meet more frequently as soon as operationally possible after a written request is received from either party.
- c) The parties shall develop an agenda for each committee meeting at least seven (7) days prior to the meeting. Only items on the agenda shall be eligible for discussion at any meeting, unless the committee members agree otherwise.
- d) Union members of the committee will not suffer a loss of wages or benefits as a result of attending such meetings. Further, the employer will pay to such union members, mileage in accordance with applicable Board policy up to a maximum of 350 kilometers per meeting.

10. N/A

11. BOARD MINUTES

The Union shall be included on the distribution list for regular Library Board meeting agendas and minutes of Board meetings, with the exception of minutes of in-camera meetings. The Union may submit a written submission on agenda items, which affect employees within the bargaining unit. The Union may submit a request to speak to agenda items, which affect employees within the bargaining unit. Such request will be dealt with in accordance with the Board's established procedures.

12. GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance shall mean all differences between the persons bound by this Agreement concerning the interpretation, application, administration, or any alleged violation of this Agreement.

12.02 Settling of Grievances

STEP 1 An employee desiring to resolve a dispute shall either themselves or accompanied by a Union representative, or a Union representative on their behalf take the matter up first with the designated local Manager and attempt to resolve the dispute within fifteen (15) working days. Failing settlement then:

STEP 2 An authorized representative of the Union shall submit a grievance in writing to an authorized representative of the Employer. The Employer will respond to the grievance in writing within ten (10) working days. Failing settlement then:

STEP 3 The grievance will be reviewed by up to three (3) representatives of the Employer and up to three (3) representatives of the Union, within ten (10) working days, failing settlement the:

STEP 4 The Union may refer the dispute to arbitration.

12.03 a) The time limits set forth in Steps 1 to 4 may be extended with the mutual consent of both parties.

b) During the first fifteen (15) days between Step 1 and Step 2, authorized representatives of each party may meet for the purpose of clarifying the issues in dispute. Should a settlement be reached the decision shall be final.

12.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.

12.05 Replies in Writing

All grievances and replies shall be in writing.

13. ARBITRATION

- 13.01 If the grievance is not satisfactorily settled under the provisions of Article 12, the matter shall be referred to a Board of Arbitration composed of three (3) persons as follows:
- a) The party desiring arbitration shall appoint a member for the Arbitration Board and shall notify the other party in writing of the appointment, and of the matter to be arbitrated.
 - b) The party receiving the notice shall, within five (5) days, appoint a member for the Arbitration Board and notify the other party of the appointment.
 - c) The arbitrators so appointed shall confer to select a third person to be Chair and should they fail to agree within three (3) days upon a person willing to act, they shall apply to the Minister to appoint such a third person.
 - d) Notwithstanding the provisions contained in sub-sections (a), (b) and (c), the Parties may, by mutual agreement, have the option to appoint a single arbitrator.
- 13.02 The Arbitration Board shall sit, hear the parties and make its award within ten (10) days from the date of the appointment of the Chair, PROVIDED the time may be extended by agreement of the parties. The decision of the Arbitration Board shall be final and binding upon both parties insofar as such a decision is not inconsistent with any law, order or directive of any Government. The Arbitration Board shall deliver its award in writing to each of the parties.
- 13.03 Each party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the compensation and expenses of the Chair and stenographic and other expenses of the Board of Arbitration.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 An employee may be suspended or dismissed for just and reasonable cause. Such employee and the Union shall be advised promptly in writing of the reason for such discharge or suspension.
- 14.02 Where it is deemed necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard, the Employer shall provide written particulars of such censure to the employee involved, with a copy sent concurrently to the President of the Union, the 2nd Vice-President for the Vancouver Island Regional Library and the 1st Vice-President of CUPE Local 401. Employees may request the removal of any disciplinary document from their personnel files, after twenty-four (24) months have expired from the date such document was placed therein. The Employer shall not unreasonably deny requests under this section based upon the nature of the disciplinary document in question, provided there have been no other disciplinary documents placed in the employee's file during such period.
- 14.03 Right to Have Steward Present**
- a) Where a Manager intends to interview an employee for disciplinary purposes, the Manager shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a steward or a representative on their behalf, 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 Manager intends to interview a steward for disciplinary purposes, the Manager shall make every effort to notify the steward in advance of the purpose of the interview in order that

the steward may contact an alternate steward or 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.

14.04 Access to Personnel File

Any employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employer will provide a union representative with a copy of the personnel file upon written authorization from the employee.

14.05 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Employees who fail to fulfill their job duties by reason of a refusal to cross a picket line shall be considered to be absent without pay.

15. SENIORITY

15.01 Permanent Seniority

Seniority is the length of service an employee has with the system since date of appointment to a permanent position or as per Article 15.02. The application of seniority shall be on a bargaining unit wide basis except as otherwise provided in this Agreement.

15.02 Casual Employee Seniority

Casual employees, who successfully apply to permanent positions, will have all their hours credited to create a seniority start date.

- i) for the purpose of the seniority date calculation only hours worked from December 30, 2006 onwards will be applicable;
- ii) if a casual employee worked 17.5 hours or more in any given week from December 30, 2006 onwards they shall be credited with one week seniority when they obtain a permanent position;
- iii) if a casual employee worked less than 17.5 hours in any given week from December 30, 2006 onwards they will not be credited with any seniority for that week when they obtain a permanent position;
- iv) the seniority date will not be backdated beyond January 1, 2007, the commencement of the negotiated 2007 to 2010 CUPE Collective Agreement.

It is understood that this clause applies to seniority only and does not apply to grant retroactive benefit entitlement. Vacation entitlement will be based on the new seniority date.

15.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

15.04 Discretionary hours that become available at a particular work location, shall be scheduled so as to best meet operational requirements. When the Employer makes part or all of these hours available to the current part-time staff at that location, it shall endeavour to offer such work to those part-time employees with the required knowledge, skill and ability who are available, in seniority order, provided that the existing permanent schedules at the location are not disrupted. For purposes of this section, "discretionary hours" represent additional hours which are over and above the established scheduled hours at the location or hours which become temporarily available as a result of the absence of another employee from the location. Should a **shift longer in duration** become available it will be offered to the senior part time employee **who is either scheduled to work or accepted a shift of less duration**, at their home branch, for the same day. The employees must be of the same Group. Employees must inform the Employer if they are available to accept longer shifts.

16. **PROMOTIONS AND STAFF CHANGES**

- 16.01 a) Where vacancies occur or new positions of a permanent nature are created, **or a present position has the weekly hours increased by more than fifteen (15%), or a present position is increased in weekly hours that result in achieving benefit level**, a notice thereof outlining the position, classification, and qualifications required shall be posted in work locations at least two (2) weeks prior to the advertisement being made public.
- b) Where the Employer determines to fill a temporary vacancy, which is known to be for a period of four (4) months or more, it shall be posted in accordance with Article 16.01 (a). Any subsequent vacancy that results from this posting or a temporary vacancy of less than four (4) months is not required to be posted.

16.02 **Posted Vacancies**

- a) In filling posted vacancies at the Group I level, seniority shall be the determining factor, provided that the employee in question has the required skills, knowledge and ability.
- b) When filling posted vacancies at the Group II level or above, skills, knowledge and ability shall be the primary considerations and where these factors are relatively equal among applicants for the position, seniority shall be the deciding factor.
- c) Skill, knowledge and ability shall be bona fide and work related and shall not be established in an arbitrary, discriminatory or bad faith manner.
- d) When filling posted vacancies, current employees shall receive preference over external applicants in the following rank order, provided that the current employee in question has the required skills, knowledge and ability:
- i) First, to permanent employees, and next
 - ii) To casual and temporary employees who have completed two hundred and forty (240) hours actually worked.

16.03 Employees on an approved leave of absence as defined in Article 24 can apply to job postings while on the approved leave. The seniority date as defined in Article 15.01 will become effective upon the employee's return to work and successful completion of the probation or trial period.

Employees successful to a job posting while on a leave of absence can request an extension to the leave for good and sufficient cause. If the extension is not for good and sufficient cause, the

employee will forfeit the position and return to their former position. Should the former position no longer exist, the employee in question shall be deemed to be laid off.

Examples of good and sufficient cause include but are not limited to: sickness, bereavement and complications after pregnancy.

- 16.04
- a) A new employee, shall be informed by the Employer in writing of their category and starting salary, but may be placed on any step of that category according to proven ability and experience.
 - b) An employee moving from one category to another shall be informed by the Employer in writing of their category and starting salary. The Employer may place the employee on any step of the category according to proven ability and experience but no less than the same step level as their previous category in cases of a downgrade or lateral change in their position.

16.05 Probation Period

- a) A new full-time employee and a new part-time employee on a more than half-time schedule (17-1/2 hours per week) shall enter upon probation for a period of three (3) months before the appointment is made permanent.
- b) A new part-time employee employed on a less than half-time schedule shall enter upon probation for their first sixty (60) shifts or six (6) months, whichever is the lesser, before the appointment is made permanent.
- c) It is understood that for the purpose of Article 16.05 (b), an employee who works on any day shall be considered to have worked a shift.
- d) On completion of probation, the probation period shall then be included in the service credits of the employee for all purposes.

16.06 A letter stating the category of said employee shall be sent to the Union within thirty (30) days.

16.07 Employees promoted from one category to another shall receive no decrease in salary.

16.08 Trial Period

Employees promoted or awarded new positions shall be given sixty (60) working shifts in which to prove satisfactory and should they fail to do so, they shall be returned to their former positions and salary rates, without loss of seniority. All other employees promoted or transferred as a result of the original promotion shall be returned to their former positions and salary rates, without loss of seniority. Should the former position no longer exist, the employee(s) in question shall be deemed to be laid off. The sixty (60) shift period may be extended by mutual agreement of the parties. Employees who do not wish to continue in their new positions may request to return to their former positions during the sixty (60) shift period. Such requests require the mutual agreement of the Employer and the Union in order to be approved.

- 16.09
- a)
 - i) Employees, who are required by their Manager to replace an absent employee in a higher classification, by carrying out the principle duties of such position and accepting the principal responsibilities of the higher classified position for four (4.0) hours or longer in any day, shall be paid at the minimum rate in the scale for the higher classification.

Guidelines:

The parties agree that the following will be the intent of Article 16.09 a) i) for the classification of Circulation Supervisor. When a Circulation Supervisor is away from the workplace the following criteria will be utilized to determine when an employee will be assigned the rate of pay in a higher classification:

1. Article 16.09 a) i) is applicable;
2. The Circulation Supervisor is absent from the workplace for a period greater than five (5) consecutive shifts or two weeks, whichever is shorter, but less than four (4) months;
3. Where applicable, the Assistant Circulation Supervisor must also be away for the full duration of the absence before assigning an employee;
4. Employees assigned the rate of pay in a higher classification must have the skills, knowledge and ability to carry out the principal duties of the Circulation Supervisor position. VIRL and the Union will develop a training program for employees desiring to carry out the principal duties;
5. Employees must have completed the Circulation Supervisor Training program before an employee is assigned;
6. The employee will be assigned the principal duties of the Circulation Supervisor position in writing, by a Manager;
7. There will be five (5) pools (South: Zone 4; Central: Zone 1 and 3 and **Nanaimo North Administration**); North (Zone 2); North Island (Zones 5 and 6); and Haida Gwaii (Zone 7 and Bella Coola);
8. The Temporary Circulation Supervisor Assignments will be offered as follows:
 - a. RECALL:
Recall employees, in seniority order, who have indicated availability at that branch; provided that it is the same number of hours or less than his/her permanent schedule had been prior to layoff.
 - b. HOME BRANCH:
Employees in seniority order at the home branch, who have indicated availability at that branch, in seniority order.
 - c. POOL:
Employees within the Pool in seniority order.
 - d. SYSTEM WIDE:
Employees outside the Pool, who have indicated availability at that branch, in seniority order.
9. The assignment will be applicable to the scheduled hours of the Circulation Supervisor who is absent. The assigned employee must work the regular schedule of the Circulation Supervisor, thereby releasing his/her regular schedule in order to accommodate the Circulation Supervisor's regular schedule. Employees who have picked up casual hours during the timeframe can cancel these hours in order to be available;
10. The hours worked in the higher classification will be recognized should an employee apply

to a posted Circulation Supervisor position.

11. The employee required by the Manager to perform the higher classification work will be paid at Step 1 of the appropriate Circulation Supervisor Group (III or IV).
 - ii) Any employee who is temporarily required to carry out the duties of a position in a lower classification to that which they normally hold will not have their wage rate reduced while performing the temporary duties.
 - iii) Employees in a lower classification will not automatically be considered replacements in a higher position under subsection (i) when the incumbent in the higher position is absent, unless they are specifically instructed to do so by their Manager.
 - iv) During periods when a work location is open and there is no Circulation Supervisor or Assistant Circulation Supervisor on duty, a Library Assistant on duty shall be required to assume responsibility for the good and welfare of the work location and will receive a fifty cent (\$0.50) per hour premium. This responsibility will be offered by seniority to the Library Assistants who are on duty at the time. Such premium shall not be paid for periods of less than one (1) hour, or when an employee is receiving acting pay under sub section (i) above.
- b) In applying sub-section 16.09, a shift shall be the hours scheduled for the day for the higher classified position.
 - c) Employees in a lower classification will not automatically be considered replacements in a higher position during days or hours when the incumbent in the higher position would not normally be scheduled to work, such as flex days or regular days off, unless specifically instructed to do so.

17. LAY-OFF AND RECALL

- 17.01
- a) A layoff shall be defined as a termination of employment or a reduction in an employee's regular weekly schedule by more than ten (10%) or any reduction resulting in loss of benefits, **or an increase in weekly hours of more than fifteen (15%), or if the increase results in achieving benefit level as stated in Article 16.01 a).**
 - b) The Employer shall notify employees who are to be laid-off thirty (30) days prior to the effective date of lay-off, or award pay in lieu thereof.
 - c) Should a layoff occur in any department or work location, the casual employees working in that department or work location shall be laid off prior to the layoff of the permanent work force in that department or work location, provided that the permanent employees remaining in that department or work location have the skill, knowledge and ability to perform the work in question.
Permanent employees in a temporary position under this section shall be eligible for recall to a permanent position while working in the temporary position. When the temporary position comes to an end, the permanent employee shall remain on recall.

17.02 Bump

In the event of lay-off the following shall apply:

- a) An employee cannot bump up to a higher classification.
- b) An employee who is laid-off shall have the right to bump any junior employee in the bargaining unit.

- c) The intent of article 17.02 is that an employee wishing to exercise bumping rights must be able to perform the job into which s/he is seeking to bump.

17.03 Bumping rights shall be applied in accordance with the following terms:

- a) The Employer must be notified by the Union or the employee, within ten (10) working days of an employee receiving notice of lay-off, of where the bumping will occur.
- b) An employee who has given notice to bump must be prepared to take up the duties of the new position within thirty (30) calendar days of giving such notice. Failure to meet this commitment will result in the bump being cancelled and the employee losing their bumping rights.
- c) Where the right to bump is exercised, the change in job and/or location shall be entirely at the employee's expense.

- 17.04
- a) Laid off permanent employees on the recall list shall be offered, in seniority order, casual and temporary work that becomes available during their recall periods, provided they have the skill, knowledge and ability to perform such work.
 - b) Laid off permanent employees, wishing to avail of casual and/or temporary work under this Section, must so inform the Human Resources Department, in writing, in advance, on a form provided by the Employer. They must also provide a current telephone number where they can be reached. The Employer shall be deemed to have met its' obligation to offer work to laid off employees under this Section by attempting to contact the laid off employee at the number so provided. When two (2) or more laid off employees are seeking casual or temporary hours at a particular work location, seniority shall apply.
 - c)
 1. Laid off permanent employees shall not have the right to work more casual and/or temporary hours under this Section in any calendar month than the total straight-time hours they normally worked per month immediately prior to their lay-off.
 2. Once the laid off employees attain the monthly hours worked prior to their lay-off, additional casual or temporary hours that become available shall be scheduled by the Employer in accordance with Article 15.04.
 - d)
 1. Laid off permanent employees shall each keep an accurate record of the casual and/or temporary hours they work under this Section. They must also inform all applicable Managers (as above), in each calendar month, when they have worked the maximum number of accumulative hours they have a right to work in that month under this Section.
 2. Employees, who fail to so inform the applicable Managers (as above), shall receive a written warning on the first occasion of so failing. On each additional occasion, they shall be subject to further discipline and they shall be disqualified from receiving any additional recall rights as a result of working in that month.
 - e) The laid off employee's eighteen (18) month recall period shall be extended by one (1) month for each calendar month in which the employee performs any casual and temporary work under this Section, provided that the maximum recall period for any employee shall be thirty-six (36) months from their initial lay-off date.

- f) At the conclusion of the recall period the employee on recall can request to become a casual employee with the rights afforded to such an employee

The seniority date of the employee on recall will become null and void and casual seniority hours will be determined in accordance with article 1.07 or 15.02.

- g) At the conclusion of the recall period if the employee on recall does not request to become a casual employee they are deemed to have resigned their employment.

17.05 Employees on lay-off shall be able to exercise their seniority in applying for vacancies or new positions that become available. No new employees will be hired until every employee on lay-off has been offered recall in order of their seniority. However, employees on recall shall have the right to refuse recall and remain on the recall list for a period of eighteen (18) months from the last day of work. Copies of Job Postings will be mailed to the last known address of employees on lay-off status.

17.06 Laid off permanent employees, on the recall list, who were in receipt of employee benefits under Article 28 at the time of their lay-off, shall be entitled to maintain the following benefit coverage during the recall period (as defined in Article 17.05) provided the employee pays one hundred percent (100%) of the cost of such benefits in advance (twelve (12) post-dated cheques) and provided further, that the applicable insurance contracts permit such coverage to continue:

Medical Services Plan (MSP)
Extended Health Benefits (HB)
Dental Plan Coverage

Notice of cancellation of benefits must be received no later than the first of the month. Benefits will be canceled on the first day of the month after the thirty (30) day notice.

The employer will send a written reminder to the employee after ten (10) months requesting a further twelve (12) post-dated cheques.

The employer will return all outstanding post-dated cheques upon cancellation.

If the employer cashes a cheque after the effective date of cancellation, the employer will reimburse all costs associated with this error to the employee.

18. HOURS OF WORK

The Employer agrees to schedule an employee to replace the entire shift of an employee on Union Paid Leave.

- 18.01 a) The work week shall be thirty-five (35) hours for full-time employees.
- b) A normal full-time working week shall consist of five (5), seven (7) hour days. Unless they agree otherwise, permanent full-time employees shall have two (2) consecutive days off each week.
- c) A normal workweek for permanent part-time employees shall include a schedule, which allows not less than two (2) consecutive days off each week, unless they agree otherwise.
- d) The system of alternating five (5) and four (4) day work weeks in the Library **Nanaimo North Administration** will be maintained. This system will not reduce hours of work but will feature longer workdays to provide a long weekend every other week.

This system will only be operated where there will be no reduction in service to clientele and no additional staff required. Regular work breaks in both the first half and last half of full shifts will be maintained. Any extra hours that occur in any week to accommodate this system or to permit an employee to change their non-working day will not be considered overtime.

- e) Employees who are scheduled up to five hour shifts will be entitled to one fifteen minute paid break after two hours worked and before the last hour of their shift.
- f) Employees who are scheduled for six or seven hour shifts will be entitled to 2 fifteen minute paid breaks, one during the middle of the first half of the shift and one in the middle of the last half of the shift.

18.02 The Employer shall not reduce the hours of any employee below those in effect in order to circumvent the fringe benefits contained in this Agreement including Medical, Dental, Extended Health, Group Life Insurance and Statutory Holidays for part-time employees.

- 18.03
- a) Employees called to work will be guaranteed a minimum four (4) hours work. The four (4) hours will be in a block and not split except in work locations that are open for less than four (4) hours at a time.
 - b) Split shifts shall be a maximum of seven (7) straight-time hours, which must be completed within ten (10) consecutive hours of the employee first commencing work. When a seven (7) hour split shift extends beyond this ten (10) consecutive hour period, that portion of the shift so extending shall be paid at double time (2X).
 - c) An employee who voluntarily attends staff meetings shall be entitled to pay for attendance with a minimum of 2 hours pay. Employees required to attend a staff meeting will be paid according to 18.03 (a).
 - d) Permanent employees of the same level who work hours at the same branch will submit a written request to their Manager to switch shifts.
 - e) The Manager will authorize the switching of shifts based on operational requirements.
 - f) The Manager will provide written authorization to the two employees.
 - g) The shifts must be of the same duration and in the same pay period.

18.04 Sunday Openings

The following applies to Sunday openings:

- a) Employees, who work 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 work location. 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.
- d) The Employer shall give the Union at least four (4) weeks notice when it intends to reconfigure the hours in a work location to accommodate a Sunday opening. The Parties shall meet during this notice period to discuss and to reduce, as much as operationally possible, the negative effects of the reconfiguration on the employees in that work location, provided that in so doing the Employer's customer service goals are being met. Full-time employees in the work location shall not have their hours reduced to part-time as a result of such reconfiguration, and the Employer shall endeavour to minimize any resulting reduction in the hours of work of part-time employees in the work location.

19. OVERTIME

- 19.01 Overtime shall be defined as all work in excess of seven (7) hours in a day and/or thirty-five (35) hours in a week, and shall be paid on the following basis:
- a) Time and one-half (1.5X) the applicable hourly rate for all hours worked in excess of seven (7) hours per day, or for all hours worked in excess of thirty-five (35) hours per week.
 - b) Double time (2X) the applicable hourly rate for all hours worked in excess of ten (10) hours per day, or in excess of forty-two (42) hours per week.
- 19.02 Employees are permitted to bank authorized overtime, at the rate of time and one-half, to a maximum of fourteen (14) hours. Banked hours may be taken as time off at a time which is mutually agreeable to the employee and the Employer. Employees will be allowed to take banked time off in one (1) hour intervals. Banked hours in excess of fourteen (14) will be paid out. Any banked hours remaining at the end of the payroll year will be paid out.

20. SHIFT DIFFERENTIAL

For hours worked after 6:00 p.m., a premium of fifty cents (\$0.50) per hour shall be paid effective date of ratification.

21. STATUTORY HOLIDAYS

- 21.01 All Statutory Holidays, hereafter enumerated, so declared by the Provincial or Federal authorities, shall be granted with pay to all full-time employees:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

21.02 Where such statutory holidays fall within the vacation period of a full-time employee, they may be added to the vacation period of the employee.

21.03 Similarly, where such statutory holidays fall on the day-off of any permanent employee, they shall be granted at a time which is mutually agreeable to the employee(s) and the Employer. **In regard to this clause employees will be allowed to take this time off in one (1) hour intervals when a statutory holiday falls on their day off.**

21.04 Regular part-time employees will be paid for all Statutory Holidays on a pro-rata basis.

21.05 Pro-Rating Clarification

- a) Pro-rating is determined by comparing the employee's normal weekly schedule against the standard thirty-five (35) hour week. For part-time employees who work a two (2) week schedule the total hours for the two (2) weeks will be divided by two (2) to determine their average weekly hours.
- b) Where a part-time employee's pro-rated Statutory benefit amounts to less than their normal daily schedule, the employee may elect to bank or accumulate the benefit until there are sufficient hours to be taken as a day off with pay at a time which is mutually agreeable to the employee(s) and the Employer.

21.06 Statutory Holiday Rates

Rates for statutory holidays will be based on the employee's regular rate of pay. Employees who are replacing a person in a higher classification in accordance with Article 16.09, shall receive the higher rate if they are scheduled to work in the higher classification on both their last scheduled work day before and their first scheduled work day after the statutory holiday.

22. VACATIONS

22.01 Entitlement – Full-time Employees

Full-time employees shall be entitled to annual vacations as follows:

- a) During the first (1st) calendar year or part calendar year continuous service One and one-quarter (1.25) days per month for each month or part month greater than one-half (1/2) actually worked.
- b) During the second (2nd) calendar year of continuous service, up to and including the sixth (6th) calendar year of continuous service Fifteen (15) working days or six percent (6%), whichever is greater.
- c) During the seventh (7th) calendar year of continuous service, up to and including the fifteenth (15th) calendar year of continuous service Twenty (20) working days or eight percent (8%), whichever is greater.
- d) During the sixteenth (16th) calendar year of continuous service, up to and including the Twenty-five (25) working days or ten percent (10%), whichever is greater.

twentieth (20th) calendar year of continuous service

- e) During the twentieth year of continuous service Up to a maximum of 30 days or twelve percent (12%), whichever is greater. and each calendar year of continuous service thereafter, one additional day per year vacation. This change to take effect January 1, 2009.

22.02 Entitlement – Part-time Employees

- a) All part-time employees are entitled to three (3) weeks vacation time off, with pay as set out below in subsection (c), after one (1) year of service. A proportionate vacation period will be granted to those whose service is less than one (1) year.
- b) Part-time employees are entitled to four (4) weeks vacation time off, with pay as set out below in subsection (c), after six (6) years of continuous employment from date of hire; and five (5) weeks of vacation time off, with pay as set out below in subsection (c), after fifteen (15) years of continuous employment from date of hire.
- c) Each part-time employee's yearly vacation time off entitlement shall be converted to hours. Vacation time off must be approved by the Manager.
- d) Part-time employees shall receive vacation pay in the amount of two percent (2%) of earnings in that year for each week of their vacation entitlement.
- e) Permanent part-time employees shall be entitled to receive their vacation pay when they take their vacations. This payment will be based on their regular scheduled hours. Additional vacation pay earned will be paid in a lump sum at the end of the calendar year.

22.03 Employees shall not receive less vacation entitlement than is set out in Employment Standards.

22.04 Employees shall not be eligible to receive incremental increases in their vacation in accordance with the above sections, based upon their years of continuous service, until after they have reached their anniversary date in each applicable calendar year.

22.05 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 Articles 22.09 and 22.11.

22.06 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 at the date of termination, shall be repaid in accordance with Article 22.07.

22.07 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. An adjustment shall be made to the employee's final pay cheque in order to recapture such overpayment.

22.08 Vacation Credits Upon Death

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. In the event of death, this amount will be paid to the employee's estate or beneficiary, as applicable.

22.09 Approved Leave of Absence With Pay During Vacation

When an employee becomes ill, disabled or suffers an accident while on paid vacation, they 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 or accident shall be required by means of a Doctor's certificate.

22.10 Bereavement Leave During Vacation

When an employee qualifies for bereavement leave or compassionate leave while on paid vacation, they shall be able to take such time without loss of vacation time.

22.11 Vacation Carry-over

A permanent Employee may carry over one (1) week of accrued vacation time, equivalent to their regular scheduled work week, into the next calendar year with the permission of the Employer which shall not be unreasonably denied.

Employees electing to carry over one (1) week of accrued vacation time shall request permission by December 1st of each year.

22.12 Approved Vacation Schedules

- a) Employees will provide the Employer with their preferred vacation by March 15th of each year. Senior employees will be given preference in the scheduling of vacation.
- b) The employer will provide written confirmation or denial of vacation requests by April 30th of each year. Once approved, no employee's vacation will be changed by either the employee or the Employer without mutual consent except where provided for under this collective agreement.
- c) Any requests for vacation received after March 15th will be considered on a first come, first serve basis, subject to operational requirements.
- d) The Employer anticipates that vacation will normally be taken in blocks of not less than one full shift. Vacation may be granted in increments of one hour or more with approval of the Employer provided operational requirements are always met.
- e) Employees called back from an approved vacation will be entitled to be paid double time for time worked and be credited with the lost vacation.

23. SICK LEAVE PROVISIONS

- 23.01 One and one-half (1-1/2) days per month [eighteen (18) working days per year] shall be granted as sick leave to all full-time employees and all regular part-time employees shall be granted sick leave proportionately to the time worked. Commencing March 17, 2002, permanent employees shall earn sick leave credits during approved sick leave.
- 23.02 Sick leave may be accumulated by regular full-time employees to a maximum of one hundred and twenty (120) working days and all regular part-time employees accumulate sick leave to a maximum proportionate to the time employed.
- 23.03 In case of prolonged illness, special consideration may be given by the Employer upon the Director's recommendation.
- 23.04 Medical and hospital certification may be required of any employee who is absent because of sickness for a period of more than three (3) days.

Any medical notes requested by the Employer will be paid for by the Employer.
- 23.05 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 shall be permitted with the absence charged to the employee's sick leave.

23.06 Worksafe BC Claims:

Employees who have filed a Worksafe BC Incident Report shall be paid sick leave until the claim is approved. Repayment of the sick time will be as follows:

THE FOLLOWING FORM WILL BE SIGNED BY THE EMPLOYEE TO REPAY SICK BENEFITS:

Date: _____

I, _____, request that Vancouver Island Regional Library advance me sick time payments while I await for my WSBC claim to be approved.

I understand that once WSBC approves my claim that no further sick time will be paid by Vancouver Island Regional Library and that all sick time paid while waiting for the WSBC decision process will be repaid via deduction of the gross amount by payroll on my return to work. Should I not return to work I agree to repay Vancouver Island Regional Library the gross amount of the advanced sum.

I understand I will be informed of the amount of monies owing and twenty (20%) percent will be taken off my net pay until the amount is paid back unless I choose to repay the total amount upon my return to work. All such repaid funds will be returned to my accumulated sick leave bank.

Should I terminate my employment with Vancouver Island Regional Library, I agree that the amount of money owing to Vancouver Island Regional Library will be deducted from the last of the monies owing to me by the Employer or will otherwise be a debt repayable.

I have read and understand this agreement:

Name of Employee: _____

Signature of Employee: _____

Date: _____

23.07 Family Illness Leave:

Effective the date of ratification, where no one other than the employee can provide for the needs during illness/injury of the such employee's children, spouse or parent, the employee shall be entitled after notifying the employer, to use an annual total of two (2) accumulated sick leave days per year to care for the employees children, spouse or parent.

24. LEAVE OF ABSENCE

24.01 Union Business

- a) Time off with pay may be granted to official representatives of the Union, upon application to and permission of the Manager, when it becomes necessary to transact union business with the Employer in connection with matters affecting the members of the bargaining unit. Such leave shall not be unreasonably denied or delayed.
- b) Time off for union business or seminars will not be unreasonably denied, provided such employee makes such request five (5) working days in advance. The Employer shall continue the employee's regular wages and benefits and the union shall reimburse the Employer 100% of such wages and benefits.

24.02 Bereavement Leave

- a) (i) In the event of the death of a member of an employee's immediate family, the employee shall be granted leave with pay on the 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 or making funeral arrangements when necessary. Immediate family is defined as spouse, mother, father, brother, sister, children (including stepchildren), parents-in-law, stepparents, common-law spouse, grandparents and grandchildren.
- (ii) Effective the date of ratification, in the event of the death of employee's son in law or daughter in law the employee shall be granted one (1) scheduled working day off that falls within a reasonable period following the death.

b) Compassionate Leave

Paid compassionate leave due to serious illness (life threatening or potentially life threatening) in the immediate family, as defined in article 24.02, may be granted to an employee for up to a maximum of three (3) days in any calendar year (Jan.-Dec.). In addition, the employee may utilize up to two (2) days of his/her sick leave accrual for this purpose, if available, in any calendar year.

24.03 General Leave

- a) An employee shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

Extended Vacation Leave

- b) Following the completion of five (5) years of service, an employee's request for an extended vacation leave without pay will be granted for a maximum period of two (2) months. In the event of a request for a leave for a period in excess of two (2) months, approval for the period in excess of two (2) months will be considered in accordance with the terms of sub-section (a) above. Extended vacation leaves without pay will be granted in accordance with the following terms:
1. The Employer reserves the right to limit the number of employees on leave at any one time.
 2. Employees are allowed a maximum of two (2) months extended vacation leave in a five (5) year period.
 3. The five (5) year period shall begin when the first approved extended vacation leave is granted.
 4. Leaves may be taken at separate times throughout the five (5) year period but shall not carry over if unused.
 5. In the event there is more than one application covering the same time period, employees who have not previously had an extended vacation leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.

24.04 Pregnancy Leave

- a) An employee, on her written request for pregnancy leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

A request under subsection (a) must:

1. be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence pregnancy leave, and
 2. be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (d), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without

pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

- e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

24.05 Parental Leave

- a) An employee, on their written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- b) A request under subsection (a) must:
 - i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - ii) be accompanied by:
 - 1. a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Article 24.04 (a) (2), or
 - 2. a letter from an agency that placed the child providing evidence of the adoption of the child.
- c) The birth mother is entitled to parental leave for a period of thirty-five (35) consecutive weeks (thirty-seven (37) weeks for the birth father or adopting parents) or a shorter period the employee requests, commencing:
 - 1. in the case of a birth mother, immediately following the end of the pregnancy leave unless the Employer and the employee agree otherwise,
 - 2. in the case of a birth father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
 - 3. in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- d) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

24.06 Combined Maternity and Parental Leave

Notwithstanding Articles 24.04 and 24.05 sections (a) and (c), an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of fifty-two (52) weeks.

24.07 Employer May Require Employee to Take Leave

An employer may require an employee to commence a leave of absence under Article 24.04 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

24.08 Employment Deemed Continuous

The services of an employee who is absent from work in accordance with Article 24.04 and/or 24.05 shall be considered continuous for the purpose of Article 22 (Vacations) and Article 17 (Lay-off and Recall), and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- a) the Employer pays the total cost of the plan, or
- b) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.

24.09 Reinstatement

- a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 24.04 and/or 24.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- b) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 24.04 and/or 24.05 and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in Article 17 of this Agreement, comply with Article 24.09 (a).

24.10 Prohibition

- a) An employer shall not:
 - 1. terminate an employee, or
 - 2. change a condition of employment of an employee without the employee's written consent because of an absence authorized by Article 24.04 and/or 24.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Article.

- b) The burden of proving that
 - 1. the termination of an employee, or
 - 2. a change in a condition of employment of the employee without the employee's written consent, is not because of an absence authorized by this Article 24.04 and/or 24.05 or because of an employee's pregnancy, is on the Employer.

24.11 Leave for Court Appearances

- a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve on jury duty or as witness in a court action, provided such court action is not occasioned by the employee's private affairs. In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except traveling and meal allowance not reimbursed by the Employer.
- c) For all above leaves, the employee shall advise their Manager as soon as they are aware such leave is required.

24.12 Effect of Absences on Vacation and Benefits

- a) A permanent employee's annual vacation entitlement shall continue to accrue when he/she is off work on paid sick leave pursuant to article 23, or other leaves paid directly by the Employer.
- b) When a permanent employee is off work on an approved WCB wage loss claim, his/her annual vacation entitlement shall continue to accrue for the first twelve (12) calendar months. Should such absence continue for longer than twelve (12) calendar months, the employee's annual vacation entitlement(s) in the year(s) he/she is absent shall be reduced on a prorated basis in accordance with the percentage of time the employee actually worked versus the amount of time he/she would have worked had he/she not been so absent.
- c) In the case of all other absences, including LTD but excluding pregnancy and parental leave:
 - (i) After a total of thirty (30) calendar days in any calendar year, the employee's vacation in the year(s) of the absence shall be reduced on a pro-rated basis in accordance with the percentage of the time employee actually worked versus the amount of time he/she would have worked and he/she not been so absent. Notwithstanding this, permanent employees, who are on unpaid leave approved by the Employer (including unpaid sick leave) for a total of six (6) calendar months or less in any calendar year, shall accrue unpaid vacation [i.e. vacation time off but no pay for the period of the absence, maximum six (6) calendar months].
 - (ii) Approved leaves of absence shall be included as service for purposes of future vacation entitlements.
- d) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on paid sick leave pursuant to article 23, or other leave paid directly by the Employer, his/her eligibility for Medical Services Plan, Extended Health Benefits Plan, Dental Plan, LTD and Group

Life Insurance Plan coverage shall continue, provided the employee continues to pay his/her share of the costs of maintaining same if applicable. In the case of unpaid sick leave eligibility for such benefits, except LTD, shall continue for a total of thirty (30) calendar days in any calendar year, provided the employee continues to pay his/her share of the costs of maintaining same if applicable. After a total of thirty (30) calendar days in any calendar year, section (f) shall apply.

- e) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on an approved WCB wage loss claim for twelve (12) months or less, his/her Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits shall continue, provided the employee continues to pay his/her share of the costs of maintaining same, if applicable, in advance each month.
- f) When a permanent employee, who is otherwise eligible for benefits under article 28, is off work on general leave, he/she shall have the option to continue Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits providing the employee pays the full premium costs in advance each month.
- g) Permanent employees, who are otherwise eligible for benefits under article 28 and who are off work on LTD, shall have the option to continue Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits providing the employee pays the full premium costs in advance each month.

24.13 Education Leave

Employees may request unpaid education leave to a maximum of one (1) year, approval for which shall not be denied by the Employer without just cause provided the course of study will be of benefit to the Employer or is directly related to the employee's current or future employment with the Employer. Courses longer than one (1) year shall be considered at the Employer's discretion.

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Wages shall be paid in accordance with the Salary Schedule attached hereto and forming part of this Agreement.

25.02 Use of Private Vehicles

- a) The Employer shall pay employees whom it requires to use their personal vehicles on the Employer's business the same mileage allowance as that authorized for Board members. Employees can claim mileage at the rate prevailing for the Board in that calendar year.
- b) **Employees who agree to work discretionary hours which have gone to "no avail" at work locations outside their selected locations, shall be paid fifty cents (\$.50) per kilometer for a return trip from their place of residence to the work location of the "no avail" shift.**

25.03 Pay Days

Employees shall be paid bi-weekly with paydays on alternate Fridays. A comprehensive statement shall accompany each pay cheque detailing all payments, allowances and deductions.

25.04 Workshops and Seminars

Employees who attend workshops or seminars at the Employer's request shall be paid for their travel time and time spent at the workshop or seminar at their regular rate of pay. However, workshop and seminar hours and travel time shall be deemed not to be hours of work as described in Article 18.01 and are not counted in determining hours of work in a day or week to result in the payment of overtime rates.

26. SEVERANCE PAY

Permanent full time employees who have ten (10) years of consecutive service and who retire on the Municipal Pension Plan after their sixtieth (60th) birthday, will be awarded two (2) months' pay at the rate that prevailed at the time of retirement. On completion of ten (10) years continuous service, permanent part-time employees, who retire on the Municipal Pension Plan after their sixtieth (60th) birthday will be awarded two (2) months' pay at the rate of pay that prevailed at the time of retirement in the amount of their average monthly earnings during the six (6) month period before retirement.

27. JOB CLASSIFICATION AND RECLASSIFICATION

- 27.01 In case of newly created positions, the conditions and rates of pay shall be negotiated between the Employer and the Union.
- 27.02 The Union recognizes the Employer's right to assign work and evaluate jobs. However, where the duties of any job are materially changed, the Union has the right to question the classification of the job in question and, if the issue is not resolved, submit the matter through the grievance/arbitration process.
- 27.03 The Employer shall provide the Union with a copy of the Job Evaluation system, including point factor ratings of existing jobs. When a new job is created or an existing job is materially changed with the result that the Union questions the classification of same, the Employer shall provide the Union with its rating for such new/materially changed job.
- 27.04 When adjudicating the appropriate classification of any job referred to arbitration under the above subsections, the arbitrator shall have the jurisdiction to establish an additional salary group provided that in so doing the arbitrator's primary consideration shall be internal equity.
- 27.05 The Union will be added to the distribution list for bargaining-unit job descriptions.
- 27.06 Clerical workers shall not be displaced or replaced by Pages.

28. EMPLOYEE BENEFITS

28.01 Coverage

- a) The Employer shall provide the Union with copies of such benefit plan documents that are provided to it by the carrier(s). The Employer shall not change or amend the benefits and/or benefit levels provided under the Dental, Extended Health Benefit, Group Life Insurance and

Long Term Disability Plans without the Union's consent. This does not include changes made by the carrier within its plan over which the Employer has no option or control.

- b) All employee benefits are available to permanent full-time employees as a condition of employment.
- c) Permanent part-time employees, working half-time (1/2) or more on a regular basis, shall participate as a condition of employment in the medical, dental, extended health and group insurance benefits with the Employer prorating the contributions to premiums according to hours they are normally and regularly scheduled to work. Part-time employees, working half-time (1/2) or more on a regular basis, shall receive the above listed on the same basis as full-time employees (i.e. no prorating of premiums). Casual hours as defined in Article 15.04, except temporary assignments of thirty (30) consecutive calendar days or longer approved by the Employer, shall not be included in a permanent part-time employee's regular schedule for purposes of qualifying the employee for benefits under this clause (i.e. they shall not be counted so as to raise the employee above the .50 FTE benefit qualification threshold).
- d) Permanent part-time employees, who are regularly scheduled to work less than one-half (1/2) time, shall be covered by the Group life insurance Plan. In addition to this benefit and their vacation statutory holiday and sick leave entitlements, such employees will be paid four percent (4%) on each pay cheque in lieu of the other benefits provided by this article (28) effective June 1, 2008. Effective January 1, 2009, this percentage shall be increased to six percent (6%).
- e) The above notwithstanding, employees having equivalent coverage through a spouse, etc. are not required to participate.
- f) Where two employees(s) live in a spousal arrangement, both employees shall be eligible for individual group life insurance and long term disability coverage. The Employer shall provide medical, dental and extended Health benefit coverage for that family unit, as if only one spouse was employed. Should one of the spouses in such family unit be laid off, terminated or otherwise become ineligible for benefits under this Agreement, the Medical, Dental and Extended Health benefit coverage for the family unit shall continue uninterrupted, provided the other spouse remains employed and is eligible for benefits.
- g) There is a ninety (90) day waiting period following application for all benefits except Basic Medical and Extended Health Benefits.

28.02 Medical, Dental and Extended Health Benefits

Medical, Dental coverage and the Extended Health Benefits Plan through the Benefits Provider(s) shall be made available to all employees, pursuant to the conditions of the agreement between the Benefits Provider(s) and the Employer.

The Employer shall pay one hundred percent (100%) of the premium cost for basic medical, dental, and extended health benefit plans. (See Article 28.01)

The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide maximum Orthodontic coverage under the Extended Health Benefit of \$2,500.00.

The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide Dental Plan improvements as follows:

Plan "A" – 90%

Plan "B" – 60%

The Employer will contract to amend the Extended Health Benefit Agreement with the Benefits Provider(s) to add vision care. The vision care option will apply to charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable under this plan shall be \$400.00 per person in two (2) calendar years. This option will be subject to the same deductible amount and percentage payment as the other portions of the Extended Health Benefit. (Safety goggles and sunglasses plain or prescription are not included.)

28.03 Group Life Insurance

Group Life Insurance shall be available to all permanent, full-time employees pursuant to conditions of the agreement between the Company administering the Insurance and the Employer.

The Employer shall pay one hundred percent (100%) of the premium cost for the Group Life Insurance plan. (See Article 28.01)

28.04 Pension Plan

All eligible employees shall be covered by the terms of the Municipal Pension Plan pursuant to the Public Sector Pension Plan Act.

28.05 Long Term Disability Benefits (LTD)

LTD Benefits shall be available to all permanent, full-time employees pursuant to the terms and conditions of the agreement between the Company administering the Plan and the Employer. The benefit level provided under this Plan shall be sixty percent (60%) of an eligible employee's normal basic earnings, to a maximum of twenty-five hundred dollars (\$2500.00) per month, payable to age sixty-five (65). The Employer shall pay sixty percent (60%) of the premium costs for the above coverage, provided that eligible employees pay the remaining forty percent (40%).

Effective as soon as operationally possible following December 12th, 2004, the Employees shall pay one hundred percent (100%) of the cost of the LTD premiums, thereby making LTD benefits tax-free in the hands of the beneficiaries. In order to maintain the 60/40 cost split on LTD 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 his/her behalf in that month [i.e. sixty percent (60%) of the monthly LTD 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 60% contribution level.

28.06 Employee Assistance Program

The Parties shall maintain a mutually acceptable Employee Assistance Program covering bargaining unit employees. The costs for this program shall be shared equally by the Parties.

29. HEALTH AND SAFETY

29.01 The Right to Refuse Unsafe Work

Section 3.12 of the WorkSafe BC Occupational Health and Safety Regulations are to form part of this Agreement.

29.02 The Employer shall provide the Union, through the OS&H committee, with details of every reported accident that occurs at a worksite along with any reports provided to the W.C.B. Such reports shall be provided to the Union electronically, if they are submitted to the Board in electronic form and the Union so requests.

30. TECHNOLOGICAL CHANGE

30.01 In the event of technological change, the following measure shall be taken:

- a) An employee who is displaced from their job as a result of technological change shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided the employee is able to perform the job;
- b) Where new or greater skills are required than are already possessed by the affected employee, such employees shall, at the expense of the Employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change;
- c) No additional employee shall be hired by the Employer until employees affected by technological change, or employees on lay-off, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

31. EMERGENCY CLOSURES

31.01 Temporary Suspension of Work

If the closure results in a temporary suspension of work, employees who have not been notified and report for work will be paid as follows:

- a) If the employee reports for work, but does not commence work, they will be paid for two (2) hours.
- b) if an employee has commenced work before the closure, they will be paid for four (4) hours.
- c) If an employee has worked more than four (4) hours before the closure, they will be paid for all the hours scheduled for the day of the closure.

32. CONTRACTING OUT

The Employer shall not contract out bargaining unit work presently performed by permanent employees covered by this Agreement if it results in the lay-off of such employees.

33. GENERAL CONDITIONS

33.01 The Employer agrees that all employees will be covered as additional named insured under the Employer's general liability policy and will be covered in the same manner and to the same extent as the Employer.

34. HARASSMENT

34.01 Employees have a right to work without sexual or personal harassment. Complaints alleging harassment shall be dealt with through the Grievance Procedure, commencing at Step 3.

34.02 This Article is not intended to reduce or in any other way negatively affect the Employer's rights in its normal dealings with its employees.

35. NORMAL RETIREMENT

Employees shall provide a minimum of one (1) month's notice of their planned retirement.

36. TERM OF AGREEMENT

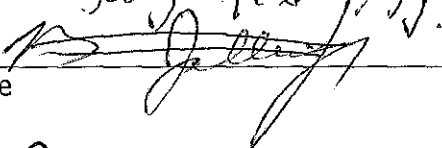
- 36.01 This Agreement shall be binding and remain in effect from the 1st day of January **2015** to the 31st day of December **2019**, inclusive, and shall continue from year to year thereafter until a new agreement is reached as provided for in the Statutes of the Province of British Columbia.
- 36.02 The Parties agree to exclude the application of sub-sections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia from this Agreement.
- 36.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

IN WITNESS WHEREOF the Corporate Seal of the Board has been hereunto affixed, attested by the hands of its proper Officers on their behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

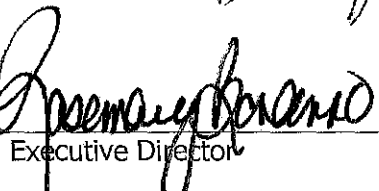
THE CORPORATE SEAL OF THE VANCOUVER ISLAND REGIONAL LIBRARY was hereunto affixed by and in the presence of:



Chairperson

July 6/16 M.J.


Date




Executive Director

June 09 2016

Date

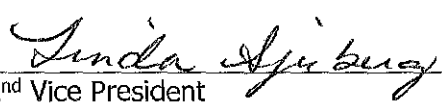
SIGNED by the President and 2nd Vice-President of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO.401:



President

24/MAY/2016

Date



2nd Vice President

24/MAY/2016

Date

SALARY SCHEDULE – PART 1 SALARY GROUP

GROUP I

1. Library Assistant
2. Shipper Receiver

GROUP II

3. Acquisitions Assistant
4. Library Assistant/Shipper Receiver
5. Publishing Assistant
6. Purchasing Assistant
7. Scheduler Assistant
8. Shipper/Receiver/Driver

GROUP III

9. Circulation Supervisor – **Level B & C**
10. Cataloguing Technician

GROUP IV

11. Accounting Clerk
12. Accounts Payable Clerk
13. Circulation Coordinator
14. Circulation Supervisor - Level A
15. Community Support Technician
16. Payroll Clerk
17. Scheduler

Group V

18. Systems Support Technicians

Group VI

19. Purchaser

Group VII

No current position(s)

SALARY SCHEDULE: APPENDIX A

GROUP I

- 1. Collections Support Assistant– no incumbent in place**
- 2. Maintenance Position – no incumbent in place**

GROUP III

- 3. Assistant Circulation Supervisor – no incumbent in place**

Circulation Supervisor Level A

Circulation Supervisors who supervise work locations that employ four (4) or more F.T.E. clericals.

Circulation Supervisor Level B

Circulation Supervisors who supervise work locations that employ more than one (1), but less than four (4) F.T.E. clericals.

Circulation Supervisor Level C

Supervises a one (1) person work location.

Training Period

Clerical employees, who are hired for or transferred to a position for which they are not experienced, in the next lower classification during a training period not to exceed three (3) months.

Full-Time Equivalent (FTE)

Each 1,820 regularly scheduled hours per year is one (1) full time equivalent. When determining the FTE employment in a work location, the Circulation Supervisor's hours will be included in the count.

SALARY SCHEDULE: APPENDIX B – January 1, 2015 – December 31, 2015

All employees will move along the steps of the salary groupings after 1820 hours worked in each step.

All employees of VIRL who were or became employed after January 1, 2015 will receive retroactive pay increase in a lump sum, less statutory deductions, no later than two weeks from the date of ratification.

Effective the first full pay period after January 1, **2015**:

	January 1, 2015		
	2%		
	Per Hour	Per Year	Per Month
Group I			
Step 1	\$21.04	\$38,288.09	\$3,190.67
Step 2	\$21.51	\$39,155.44	\$3,262.95
Step 3	\$22.00	\$40,035.45	\$3,336.29
Group II			
Step 1	\$22.91	\$41,690.96	\$3,474.25
Step 2	\$23.34	\$42,471.06	\$3,539.25
Step 3	\$23.80	\$43,317.90	\$3,609.83
Group III			
Step 1	\$24.73	\$45,010.84	\$3,750.90
Step 2	\$25.18	\$45,828.78	\$3,819.07
Step 3	\$25.67	\$46,718.90	\$3,893.24
Group IV			
Step 1	\$26.58	\$48,378.83	\$4,031.57
Step 2	\$27.06	\$49,244.91	\$4,103.74
Step 3	\$27.49	\$50,038.77	\$4,169.90
Group V			
Step 1	\$28.45	\$51,770.90	\$4,314.24
Step 2	\$28.89	\$52,588.83	\$4,382.40
Step 3	\$29.34	\$53,406.78	\$4,450.57
Group VI			
Step 1	\$30.29	\$55,122.54	\$4,593.55
Step 2	\$30.74	\$55,943.75	\$4,661.98
Step 3	\$31.19	\$56,764.92	\$4,730.41
Group VII			
Step 1	\$32.12	\$58,458.77	\$4,871.56
Step 2	\$32.59	\$59,305.49	\$4,942.12
Step 3	\$33.05	\$60,142.76	\$5,011.90

SALARY SCHEDULE: APPENDIX B – January 1, 2016 – December 31, 2016

All employees will move along the steps of the salary groupings after 1820 hours worked in each step.

Effective the first full pay period after January 1, **2016**:

January 1, 2016			
2%			
	Per Hour	Per Year	Per Month
Group I			
Step 1	\$21.46	\$39,053.85	\$3,254.49
Step 2	\$21.94	\$39,938.55	\$3,328.21
Step 3	\$22.44	\$40,836.16	\$3,403.01
Group II			
Step 1	\$23.37	\$42,524.78	\$3,543.73
Step 2	\$23.80	\$43,320.48	\$3,610.04
Step 3	\$24.28	\$44,184.26	\$3,682.02
Group III			
Step 1	\$25.23	\$45,911.05	\$3,825.92
Step 2	\$25.68	\$46,745.36	\$3,895.45
Step 3	\$26.18	\$47,653.27	\$3,971.11
Group IV			
Step 1	\$27.11	\$49,346.41	\$4,112.20
Step 2	\$27.60	\$50,229.80	\$4,185.82
Step 3	\$28.04	\$51,039.55	\$4,253.30
Group V			
Step 1	\$29.01	\$52,806.31	\$4,400.53
Step 2	\$29.47	\$53,640.61	\$4,470.05
Step 3	\$29.93	\$54,474.92	\$4,539.58
Group VI			
Step 1	\$30.89	\$56,225.00	\$4,685.42
Step 2	\$31.35	\$57,062.62	\$4,755.22
Step 3	\$31.81	\$57,900.22	\$4,825.02
Group VII			
Step 1	\$32.76	\$59,627.95	\$4,969.00
Step 2	\$33.24	\$60,491.60	\$5,040.97
Step 3	\$33.71	\$61,345.61	\$5,112.13

SALARY SCHEDULE: APPENDIX B – January 1, 2017 – December 31, 2017

All employees will move along the steps of the salary groupings after 1820 hours worked in each step.

Effective the first full pay period after January 1, **2017**:

	January 1, 2017		
	2%		
	Per Hour	Per Year	Per Month
Group I			
Step 1	\$21.89	\$39,834.93	\$3,319.58
Step 2	\$22.38	\$40,737.32	\$3,394.78
Step 3	\$22.89	\$41,652.88	\$3,471.07
Group II			
Step 1	\$23.83	\$43,375.27	\$3,614.61
Step 2	\$24.28	\$44,186.89	\$3,682.24
Step 3	\$24.76	\$45,067.94	\$3,755.66
Group III			
Step 1	\$25.73	\$46,829.27	\$3,902.44
Step 2	\$26.20	\$47,680.27	\$3,973.36
Step 3	\$26.71	\$48,606.34	\$4,050.53
Group IV			
Step 1	\$27.66	\$50,333.34	\$4,194.44
Step 2	\$28.15	\$51,234.40	\$4,269.53
Step 3	\$28.60	\$52,060.34	\$4,338.36
Group V			
Step 1	\$29.59	\$53,862.44	\$4,488.54
Step 2	\$30.06	\$54,713.42	\$4,559.45
Step 3	\$30.53	\$55,564.42	\$4,630.37
Group VI			
Step 1	\$31.51	\$57,349.49	\$4,779.12
Step 2	\$31.98	\$58,203.87	\$4,850.32
Step 3	\$32.45	\$59,058.22	\$4,921.52
Group VII			
Step 1	\$33.42	\$60,820.50	\$5,068.38
Step 2	\$33.90	\$61,701.43	\$5,141.79
Step 3	\$34.38	\$62,572.53	\$5,214.38

SALARY SCHEDULE: APPENDIX B – January 1, 2018 – December 31, 2018

All employees will move along the steps of the salary groupings after 1820 hours worked in each step.

Effective the first full pay period after January 1, **2018**:

	January 1, 2018		
	2%		
	Per Hour	Per Year	Per Month
Group I			
Step 1	\$22.33	\$40,631.62	\$3,385.97
Step 2	\$22.83	\$41,552.07	\$3,462.67
Step 3	\$23.34	\$42,485.94	\$3,540.49
Group II			
Step 1	\$24.31	\$44,242.78	\$3,686.90
Step 2	\$24.76	\$45,070.62	\$3,755.89
Step 3	\$25.26	\$45,969.30	\$3,830.78
Group III			
Step 1	\$26.24	\$47,765.86	\$3,980.49
Step 2	\$26.72	\$48,633.87	\$4,052.82
Step 3	\$27.24	\$49,578.47	\$4,131.54
Group IV			
Step 1	\$28.21	\$51,340.01	\$4,278.33
Step 2	\$28.71	\$52,259.09	\$4,354.92
Step 3	\$29.18	\$53,101.55	\$4,425.13
Group V			
Step 1	\$30.19	\$54,939.69	\$4,578.31
Step 2	\$30.66	\$55,807.69	\$4,650.64
Step 3	\$31.14	\$56,675.70	\$4,722.98
Group VI			
Step 1	\$32.14	\$58,496.48	\$4,874.71
Step 2	\$32.62	\$59,367.95	\$4,947.33
Step 3	\$33.10	\$60,239.38	\$5,019.95
Group VII			
Step 1	\$34.09	\$62,036.91	\$5,169.74
Step 2	\$34.58	\$62,935.46	\$5,244.62
Step 3	\$35.07	\$63,823.98	\$5,318.66

SALARY SCHEDULE: APPENDIX B – January 1, 2019 – December 31, 2019

All employees will move along the steps of the salary groupings after 1820 hours worked in each step.

Effective the first full pay period after January 1, 2019:

	January 1, 2019		
	2%		
	Per Hour	Per Year	Per Month
Group I			
Step 1	\$22.77	\$41,444.26	\$3,453.69
Step 2	\$23.29	\$42,383.11	\$3,531.93
Step 3	\$23.81	\$43,335.66	\$3,611.30
Group II			
Step 1	\$24.80	\$45,127.64	\$3,760.64
Step 2	\$25.26	\$45,972.04	\$3,831.00
Step 3	\$25.76	\$46,888.69	\$3,907.39
Group III			
Step 1	\$26.77	\$48,721.18	\$4,060.10
Step 2	\$27.26	\$49,606.55	\$4,133.88
Step 3	\$27.79	\$50,570.04	\$4,214.17
Group IV			
Step 1	\$28.77	\$52,366.81	\$4,363.90
Step 2	\$29.29	\$53,304.27	\$4,442.02
Step 3	\$29.76	\$54,163.58	\$4,513.63
Group V			
Step 1	\$30.79	\$56,038.48	\$4,669.87
Step 2	\$31.28	\$56,923.84	\$4,743.65
Step 3	\$31.76	\$57,809.22	\$4,817.43
Group VI			
Step 1	\$32.78	\$59,666.41	\$4,972.20
Step 2	\$33.27	\$60,555.31	\$5,046.28
Step 3	\$33.76	\$61,444.17	\$5,120.35
Group VII			
Step 1	\$34.77	\$63,277.65	\$5,273.14
Step 2	\$35.27	\$64,194.17	\$5,349.51
Step 3	\$35.77	\$65,100.46	\$5,425.04

LETTER OF UNDERSTANDING #1

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

AGREE TO RENEW LETTER OF UNDERSTANDING #1

Between the

VANCOUVER ISLAND REGIONAL LIBRARY


and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

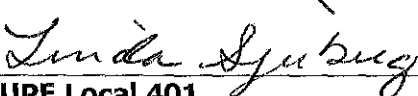
Re: Shipper & Receivers – Hours of Work

Article 18.01 notwithstanding, the working week for the full-time Shipper Receivers shall be thirty-seven and one-half (37.5) hours, on a flexible schedule established to accommodate the Library's delivery schedule to the work locations. Daily overtime shall apply when the incumbent works in excess of nine (9) hours in any one day, at the rate of time and one-half (1.50) for the first three (3) hours and double time (2X) thereafter. The incumbent's sick leave accrual shall total one hundred and thirty-five (135) hours per year, based upon the average seven and one-half (7.5) hours per day and an accrual of one and one-half (1.5) days of sick leave per month. The incumbent's vacation entitlement shall be in hours based upon thirty-seven and one-half (37.5) hours for each week of vacation to which they are entitled. Part-time Shipper Receiver's benefit qualifications pursuant to article 28.01 shall be seventeen and one-half (17.5) hours per week.

Signed this 24 day of MAY, 2016.



CUPE Local 401




CUPE Local 401

CUPE Local 401



Vancouver Island Regional Library



Vancouver Island Regional Library

Vancouver Island Regional Library

LETTER OF UNDERSTANDING #2

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

AGREE TO RENEW LETTER OF UNDERSTANDING #2

Between the

VANCOUVER ISLAND REGIONAL LIBRARY


and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Amalgamation With Other Employers

In the event of an amalgamation or take-over 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 take-over, and that the terms and conditions of employment set out in this Collective Agreement continue with the new employer, as much as possible.

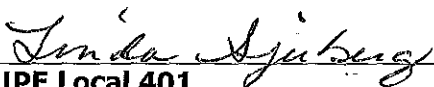
Signed this 24 day of MAY, 2016.



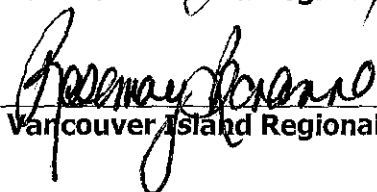
CUPE Local 401



Vancouver Island Regional Library



CUPE Local 401



Vancouver Island Regional Library

CUPE Local 401

Vancouver Island Regional Library

LETTER OF UNDERSTANDING #3

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

RENEWAL AND AMENDMENT OF LETTER OF UNDERSTANDING #3

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: VIRL – Level 1 First Aid Attendant

The Parties agree to the following:

1. Where dictated by WorkSafe a First Aid Attendant will be on duty.
2. VIRL will be responsible for the Workers' Compensation Board course costs associated with First Aid Attendants' certificates.
3. One attendant will be on duty at any one time.
4. The duty roster will be posted and the responsibility rotated equitably between the Attendants.
5. A premium of twenty-five cents (\$0.25) per hour shall be paid to the Attendant on duty and shall not be retroactive.
6. The premium will be paid only for those hours when the employee is scheduled for First Aid duty.
7. The First Aid Attendant must be a full time, thirty-five (35) hours per week employee.

Signed this 24 day of MAY, 2016.



CUPE Local 401



Vancouver Island Regional Library



CUPE Local 401



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Vancouver Island Regional Library

LETTER OF UNDERSTANDING #4

CUPE #401 and VANCOUVER ISLAND REGIONAL LIBRARY

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Health & Welfare Benefits Program for less than 1/2 time Employees

The parties agree to the following:

Vancouver Island Regional Library will extend health and welfare benefits to CUPE permanent employees less than 1/2 time governed by Article 28.01 d) as follows:

Under the following circumstances:

1. Qualifying six month time periods: pay period 1 – 13; pay period 14 – 26; bi-weekly pay periods are from Sunday week 1 to Saturday week 2.
2. To be eligible an employee must notify the employer in writing of their intent to participate in the program 15 days prior to the beginning of a qualifying period.
3. An average of 17.5 hours weekly for a six month qualifying period (or 455 hours) must be attained to be eligible for health and welfare benefits in the next six month entitlement period.
4. The 17.5 average weekly hours for the six month qualifying period (or 455 hours) includes: all hours worked, vacation hours used, sick-time hours used, WCB hours and Bereavement and others.
5. When an employee receiving health and welfare benefits does not continue to maintain the minimum weekly average of 17.5 hours in the next qualifying period, they will no longer be entitled to health and welfare benefits.
6. In lieu payments will cease when an employee is in receipt of health and welfare benefits.
7. If an employee ceases to qualify for health and welfare benefits they will then be eligible for in-lieu payments of 6%.
8. If an employee withdraws from the program they must notify the employer in writing 15 days prior to the end of the month. The effective date of the withdrawal will be the first of the following month.
9. All other provisions of the Collective Agreement will apply.

Signed this 24 day of MAY, 2016.



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LETTER OF UNDERSTANDING #5

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Bi Weekly Scheduling in the Branches

Whereas

VIRL implemented a new scheduling process in 2015; and


Whereas

Certain Branches and Members have raised concerns of the Bi-Weekly shifts.


1. The parties agree that the Union and Employer shall meet with those Branches/Employees affected and review the schedules with the intent to make changes that will remedy the identified Bi-Weekly issues.
2. The Parties agree that the consultations for changes to Bi-weekly schedules shall begin in a timely manner following the close of negotiations. Recommendations from the Union shall be submitted to the Employer for considerations by March 31st 2016. The Employer shall respond to the Union within 15 days of submissions.
3. The Parties further agree to implement the agreed upon changes within thirty (30) days of agreement where operational requirements make it possible.

Mediator Dave Schaub shall remain seized to assist the parties on unresolved matters.

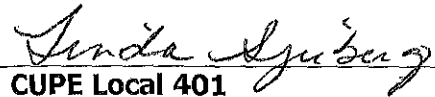
Signed this 24 day of MAY, 2016.




CUPE Local 401



Vancouver Island Regional Library



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ADDENDUM TO LETTER OF UNDERSTANDING #5

Addendum to the Letter of Understanding regarding Bi-Weekly Scheduling in the Branches

Definition of a bi-weekly schedule: week 1 and week 2 of the pay period differ, for example:

Week 1: Sunday 12:15-4:15; Monday 12:15-8:15; Tuesday 9:00-5:00

Week 2: Sunday 12:15-4:15; Monday 12:15-8:15; Tuesday 9:00-5:00; Wednesday 9:00-1:00

OR

Week 1: Sunday 12:15-4:15; Monday 12:15-8:15; Tuesday 9:00-5:00

Week 2: Sunday 12:15-4:15; Monday 9:00-5:00; Tuesday 9:00-5:00

It is the intent of the Letter of Understanding between Vancouver Island Regional Library and CUPE Local 401 that those employees affected bring forward a proposed solution to the discussions.

Any operationally feasible solution brought forward must be mutually agreeable to all parties: employees affected, the Vancouver Island Regional Library and CUPE Local 401.

The Vancouver Island Regional Library will not impose a schedule change on any employees to remedy another employee's schedule.

All proposed changes made to schedules must be made within the same home branch and the same Salary Group.

When proposing solutions, both the Vancouver Island Regional Library and CUPE Local 401 agree to adhere to the agreement made on October 29, 2015 regarding Article 17.01 a):

"A layoff shall be defined as termination of employment or a reduction in an employee's regular weekly schedule by more than ten (10%) or any reduction resulting in loss of benefits, or an increase in weekly hours of more than fifteen (15%), or if the increase results in achieving benefit level as stated in Article 16.01 a)"

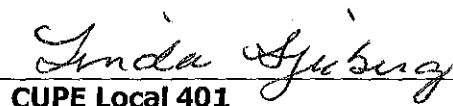
Signed this 24 day of MAY, 2016.



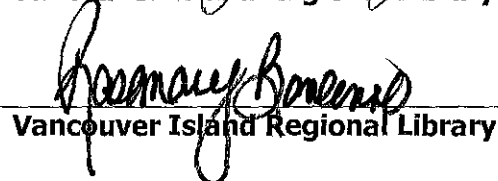
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LETTER OF UNDERSTANDING #6

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: CUPE Pacific Blue Cross, In-Province Eligible Expense Coverage: Section 4 Practitioners

The parties agree to the following change:

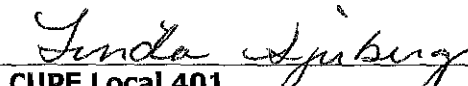
To revise coverage as follows:

1. Remove "the visit fee to a maximum of \$10 per visit per Practitioner" and replace it with fifty (50) per cent reimbursement to a maximum of \$400. This will be effective one month following the date of ratification.
2. Remove "fifty" percent reimbursement to a maximum of \$400 and replace it with sixty-five (65) per cent reimbursement to a maximum of \$400. This will be effective January 1, 2017.
3. Remove "sixty-five" per cent reimbursement to a maximum of \$400 and replace it with seventy-five (75) per cent reimbursement to a maximum of \$400. This will be effective January 1, 2018.
4. Remove "seventy-five" per cent reimbursement to a maximum of \$400 and replace it with eighty (80) per cent reimbursement to a maximum of \$400. This will be effective January 1, 2019.

Signed this 24 day of MAY, 2016.



CUPE Local 401

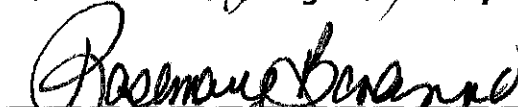


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LETTER OF AGREEMENT #1

**CUPE #401 and
VANCOUVER ISLAND REGIONAL LIBRARY**

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401


Re: Job Evaluation

1. The parties agree to meet within 90 days of the conclusion of bargaining to discuss Job Evaluation.
2. This discussion will include the following:
 - a. Invite the CUPE Job Evaluation Representative to talk with the parties regarding what is available in the way of Job Evaluation plans and how they could benefit the parties.
3. There is no obligation on either party in regards to accepting a new Job Evaluation Plan.
4. Both parties agree that, should no change happen in regard to a new Job Evaluation, Article 27.02 will be the avenue for the parties to deal with materially changed positions.

Signed this 24 day of MAY, 2016.



CUPE Local 401

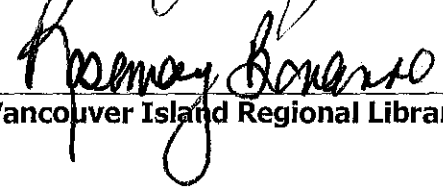


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LETTER OF AGREEMENT #2

CUPE #401 and VANCOUVER ISLAND REGIONAL LIBRARY

Between the

VANCOUVER ISLAND REGIONAL LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Circulation Supervisor Training

1. The parties agree that within 90 days of the conclusion of bargaining, the parties will meet to discuss and agree on a Circulation Supervisor training program.
2. The Circulation Supervisor training will be offered as required and/or every 18 months unless mutually agreed and will be based on the following:
 - a. A Call for Applicants will be issued for the 5 pools, as defined in Article 16.09 a) i) 7.
 - b. The eligibility number of accepted applicants will be limited to 12 per session and based on seniority within the pools firstly and secondly overall.
3. The Parties agree to have a Circulation Supervisor training plan and agenda in place within 6 months of the last meeting.

Signed this 24 day of MAY, 2016.



CUPE Local 401

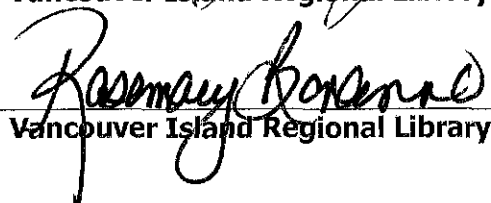


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