

**COLLECTIVE AGREEMENT**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
1123**

***CUPE***

AND

**OKANAGAN REGIONAL LIBRARY**



**JANUARY 1, 2021 – DECEMBER 31, 2023**

## TABLE OF CONTENTS

|                   |  |          |
|-------------------|--|----------|
| <b>PREAMBLE</b>   | .....  | <b>1</b> |
| <b>ARTICLE 1</b>  | <b>RIGHTS OF MANAGEMENT</b> .....  | <b>1</b> |
| <b>ARTICLE 2</b>  | <b>UNION RECOGNITION</b> .....   | <b>1</b> |
| 2.01              | BARGAINING AGENT .....   | 1        |
| 2.02              | BARGAINING UNIT WORK.....  | 1        |
| 2.03              | WORK EXPERIENCE PROGRAMS.....  | 2        |
| <b>ARTICLE 3</b>  | <b>NO DISCRIMINATION</b> .....   | <b>2</b> |
| <b>ARTICLE 4</b>  | <b>UNION SECURITY</b> .....  | <b>2</b> |
| <b>ARTICLE 5</b>  | <b>CHECK-OFF OF UNION DUES</b> .....   | <b>3</b> |
| <b>ARTICLE 6</b>  | <b>RIGHTS AND RECOGNITION OF SHOP STEWARDS</b> .....                                 | <b>3</b> |
| <b>ARTICLE 7</b>  | <b>LABOUR MANAGEMENT AND NEGOTIATIONS</b> .....                                      | <b>4</b> |
| 7.01              | BARGAINING COMMITTEE .....   | 4        |
| 7.02              | ADDITIONAL REPRESENTATIVES .....   | 4        |
| 7.03              | MEETING OF COMMITTEE .....   | 4        |
| 7.04              | FUNCTION OF BARGAINING COMMITTEE .....   | 4        |
| 7.05              | TIME OFF FOR MEETING.....  | 4        |
| 7.06              | LABOUR/MANAGEMENT COMMITTEE.....   | 4        |
| <b>ARTICLE 8</b>  | <b>GRIEVANCE PROCEDURE</b> .....   | <b>5</b> |
| 8.01              | DEFINITIONS .....  | 5        |
| 8.02              | GRIEVANCE PROCEDURE .....  | 5        |
| 8.03              | WHEN ORIGINATES WITH THE EMPLOYER .....  | 6        |
| 8.04              | A QUESTION OF INTERPRETATION OF THE COLLECTIVE AGREEMENT OR GROUP GRIEVANCE<br>..... | 6        |
| 8.05              | GRIEVANCES ON SAFETY .....   | 6        |
| <b>ARTICLE 9</b>  | <b>ARBITRATION</b> .....   | <b>6</b> |
| 9.01              | WRITTEN NOTICE .....   | 6        |
| 9.02              | SINGLE ARBITRATOR.....   | 7        |
| 9.03              | BOARD OF ARBITRATION.....  | 7        |
| 9.04              | DECISION OF THE ARBITRATION BOARD.....   | 7        |
| 9.05              | COST OF THE ARBITRATION .....  | 7        |
| 9.06              | WITNESSES .....  | 8        |
| <b>ARTICLE 10</b> | <b>DISCHARGE OR SUSPENSION</b> .....   | <b>8</b> |
| 10.01             | DISCIPLINARY MEETINGS .....  | 8        |
| 10.02             | WARNINGS .....   | 8        |
| 10.03             | REQUESTED UNION PRESENCE.....  | 8        |
| 10.04             | PROPER CAUSE.....  | 8        |
| 10.05             | DISCHARGED OR SUSPENDED FOR OTHER THAN PROPER CAUSE .....                            | 8        |
| 10.06             | IMPROPERLY SUSPENDED OR DISCHARGED .....   | 9        |

|                   |   |           |
|-------------------|---|-----------|
| <b>ARTICLE 11</b> | <b>DEFINITION OF EMPLOYEES .....</b>                      | <b>9</b>  |
| 11.01             | PERMANENT EMPLOYEES .....                                 | 9         |
| 11.02             | AUXILIARY EMPLOYEES .....                                 | 9         |
| 11.03             | PAGES .....   | 9         |
| 11.04             | TERM EMPLOYEES .....                                      | 9         |
| 11.05             | CO-OP EMPLOYEES.....                                      | 9         |
| 11.06             | PLURAL OR MASCULINE TERMS MAY APPLY .....                 | 9         |
| <b>ARTICLE 12</b> | <b>SENIORITY .....</b>                                    | <b>10</b> |
| 12.01             | SENIORITY DEFINED.....                                    | 10        |
| 12.02             | PROBATION AND SENIORITY FOR NEW PERMANENT EMPLOYEES ..... | 10        |
| 12.03             | PROBATION AND SENIORITY FOR AUXILIARY EMPLOYEES .....     | 10        |
| 12.04             | PROBATION AND SENIORITY FOR PAGES .....                   | 10        |
| 12.05             | SENIORITY LIST .....                                      | 10        |
| 12.06             | LOSING SENIORITY RIGHTS .....                             | 11        |
| <b>ARTICLE 13</b> | <b>LAYOFF AND RECALL.....</b>                             | <b>11</b> |
| 13.01             | LAYOFF AND RECALL PROCEDURES.....                         | 11        |
| 13.02             | ROLE OF SENIORITY IN LAYOFFS .....                        | 12        |
| 13.03             | RECALL PROCEDURE .....                                    | 12        |
| 13.04             | NO NEW EMPLOYEES .....                                    | 13        |
| 13.05             | ADVANCE NOTICE OF LAYOFF .....                            | 13        |
| 13.06             | TERMINATION PAY .....                                     | 13        |
| 13.07             | GRIEVANCE ON LAYOFFS AND RECALLS .....                    | 13        |
| 13.08             | EMERGENCY SHUTDOWN.....                                   | 13        |
| <b>ARTICLE 14</b> | <b>PROMOTIONS AND STAFF CHANGES.....</b>                  | <b>14</b> |
| 14.01             | JOB POSTING.....  | 14        |
| 14.02             | SENIORITY TO APPLY .....                                  | 15        |
| 14.03             | EMPLOYEE TO BE ON A TRIAL PERIOD.....                     | 15        |
| 14.04             | SALARY INCREASE .....                                     | 15        |
| 14.05             | UNION TO BE NOTIFIED.....                                 | 15        |
| 14.06             | NEW JOB CLASSIFICATION .....                              | 16        |
| <b>ARTICLE 15</b> | <b>JOB SHARE.....</b>                                     | <b>16</b> |
| <b>ARTICLE 16</b> | <b>HOURS OF WORK .....</b>                                | <b>16</b> |
| 16.01             | REGULAR .....   | 16        |
| 16.02             | HOURS OF WORK TO BE POSTED.....                           | 16        |
| 16.03             | MINIMUM SCHEDULED HOURS AND MINIMUM PAY .....             | 16        |
| 16.04             | REST AND LUNCH PERIODS.....                               | 17        |
| 16.05             | SEVEN (7) HOUR SHIFT TO BE LIMITED .....                  | 17        |
| 16.06             | WORK WEEK .....   | 18        |
| 16.07             | CHANGES TO HOURS OF WORK.....                             | 18        |
| 16.08             | WORKLOAD .....  | 18        |
| <b>ARTICLE 17</b> | <b>OVERTIME .....</b>                                     | <b>18</b> |

|                   |   |           |
|-------------------|---|-----------|
| 17.01             | OVERTIME RATES .....  | 18        |
| 17.02             | TIME IN LIEU.....   | 19        |
| 17.03             | CALL OUT WITHOUT PRIOR NOTICE .....                                   | 19        |
| 17.04             | VAN DRIVERS' HOURS.....   | 19        |
| <b>ARTICLE 18</b> | <b>STATUTORY HOLIDAYS.....</b>  | <b>19</b> |
| 18.01             | STATUTORY HOLIDAYS .....  | 19        |
| 18.02             | STATUTORY HOLIDAYS ON A DAY OFF .....                                 | 19        |
| 18.03             | STATUTORY HOLIDAYS ON A WORKDAY OF A FULL OR PART TIME EMPLOYEE ..... | 20        |
| 18.04             | REQUIRED TO WORK ON A STATUTORY HOLIDAY.....                          | 20        |
| 18.05             | ELIGIBILITY FOR STATUTORY HOLIDAY PAY .....                           | 20        |
| 18.06             | WORKING A MODIFIED WORK WEEK.....                                     | 20        |
| <b>ARTICLE 19</b> | <b>ANNUAL VACATIONS.....</b>  | <b>20</b> |
| 19.01             | FULL TIME PERMANENT EMPLOYEES .....                                   | 20        |
| 19.02             | STATUTORY HOLIDAYS DURING VACATION .....                              | 21        |
| 19.03             | SCHEDULING VACATIONS .....  | 21        |
| 19.04             | NEW EMPLOYEES .....   | 22        |
| 19.05             | TERMINATION OF EMPLOYMENT .....                                       | 22        |
| 19.06             | EMPLOYEES ON LEAVE OF ABSENCE.....                                    | 22        |
| 19.07             | VACATION YEAR/ENTITLEMENT COINCIDENTAL SYSTEM .....                   | 22        |
| <b>ARTICLE 20</b> | <b>SICK LEAVE PROVISIONS .....</b>                                    | <b>22</b> |
| 20.01             | SICK LEAVE DEFINED .....  | 22        |
| 20.02             | SICK LEAVE ENTITLEMENT .....  | 23        |
| 20.03             | PROOF OF ILLNESS .....  | 23        |
| 20.04             | SICK LEAVE DURING ABSENCE.....  | 23        |
| 20.05             | SICK LEAVE WITHOUT PAY .....  | 23        |
| 20.06             | SICK LEAVE RECORDS .....  | 23        |
| 20.07             | MEDICAL AND DENTAL APPOINTMENTS .....                                 | 23        |
| 20.08             | VACATION TIME RESCHEDULING .....                                      | 23        |
| 20.09             | FAMILY RESPONSIBILITY LEAVE .....                                     | 23        |
| 20.10             | COMPASSIONATE CARE LEAVE .....  | 24        |
| <b>ARTICLE 21</b> | <b>LEAVE OF ABSENCE .....</b>   | <b>24</b> |
| 21.01             | FOR UNION BUSINESS.....   | 24        |
| 21.02             | UNION CONVENTIONS .....   | 25        |
| 21.03             | BEREAVEMENT LEAVE .....   | 25        |
| 21.04             | GENERAL LEAVE .....   | 26        |
| 21.05             | JURY DUTY OR COURT WITNESS.....                                       | 26        |
| 21.06             | MATERNITY, PARENTAL AND ADOPTION LEAVE.....                           | 26        |
| <b>ARTICLE 22</b> | <b>PAYMENT OF WAGES AND ALLOWANCES.....</b>                           | <b>26</b> |
| 22.01             | WAGE AND SALARY RATES .....   | 26        |
| 22.02             | SALARY RANGES .....   | 27        |
| 22.03             | PAYMENT OF INCREMENT .....  | 27        |
| 22.04             | PAY DAY .....   | 27        |

|                   |   |           |
|-------------------|---|-----------|
| 22.05             | SHIFT PREMIUM .....   | 27        |
| 22.06             | PAY FOR ACTING IN SENIOR CAPACITY .....                         | 27        |
| 22.07             | AUTOMOBILE ALLOWANCE .....                                      | 27        |
| 22.08             | FOOTWEAR ALLOWANCE .....  | 28        |
| 22.09             | STAFF DEVELOPMENT AND TRAINING .....                            | 28        |
| <b>ARTICLE 23</b> | <b>BENEFITS.....</b>  | <b>29</b> |
| 23.01             | PENSION PLAN .....  | 29        |
| 23.02             | MEDICAL INSURANCE AND EXTENDED HEALTH PLAN (EHB).....           | 29        |
| 23.03             | DENTAL PLAN .....   | 29        |
| 23.04             | GROUP LIFE PLAN .....   | 30        |
| 23.05             | EMPLOYEE ASSISTANCE PROGRAM .....                               | 30        |
| 23.06             | SAME SEX BENEFIT COVERAGE .....                                 | 30        |
| <b>ARTICLE 24</b> | <b>TECHNOLOGICAL CHANGE.....</b>                                | <b>30</b> |
| 24.01             | GENERAL PROVISION RE TECHNOLOGICAL CHANGE .....                 | 30        |
| 24.02             | DISPLACEMENT.....   | 30        |
| 24.03             | TRAINING PROGRAM.....   | 30        |
| 24.04             | SIGNIFICANT TECHNOLOGICAL CHANGE .....                          | 30        |
| 24.05             | ARBITRATION BOARD DECISION ON TECHNOLOGICAL CHANGE .....        | 31        |
| <b>ARTICLE 25</b> | <b>OCCUPATIONAL HEALTH &amp; SAFETY.....</b>                    | <b>31</b> |
| 25.01             | HEALTH & SAFETY COMMITTEE.....                                  | 31        |
| 25.02             | INJURY PAY PROVISIONS .....                                     | 32        |
| 25.03             | DOMESTIC VIOLENCE .....   | 32        |
| <b>ARTICLE 26</b> | <b>HARASSMENT .....</b>   | <b>32</b> |
| <b>ARTICLE 27</b> | <b>CROSSING OF LEGAL PICKET LINES.....</b>                      | <b>33</b> |
| <b>ARTICLE 28</b> | <b>GENERAL.....</b>   | <b>33</b> |
| 28.01             | PERSONNEL FILE.....   | 33        |
| 28.02             | LETTER OF EXPECTATION .....                                     | 33        |
| <b>ARTICLE 29</b> | <b>ON-CALL HOURS, TEMPORARY ASSIGNMENT AND REASSIGNMENT. 34</b> |           |
| 29.01             | ON-CALL HOURS .....   | 34        |
| 29.02             | ON-CALL AND EMERGENCY LISTS .....                               | 34        |
| 29.03             | CANCELLATION OF ON-CALL .....                                   | 34        |
| 29.04             | ORIENTATION .....   | 34        |
| 29.05             | TEMPORARY APPOINTMENT.....                                      | 35        |
| 29.06             | REASSIGNMENT .....  | 35        |
| 29.07             | RISK OF BRANCH CLOSURE.....                                     | 35        |
| <b>ARTICLE 30</b> | <b>JOB DESCRIPTIONS .....</b>                                   | <b>35</b> |
| <b>ARTICLE 31</b> | <b>TERM OF AGREEMENT.....</b>                                   | <b>36</b> |
| <b>ARTICLE 32</b> | <b>SUBCONTRACTING.....</b>                                      | <b>36</b> |
|                   | <b>Job Evaluation Banding Rates.....</b>                        | <b>38</b> |

|  |           |
|--|-----------|
| <b>SCHEDULE "A" – PAY GRID .....</b>                       | <b>39</b> |
| <b>SCHEDULE "B" .....</b>                                  | <b>40</b> |
| <b>APPENDIX "I" .....</b>                                  | <b>41</b> |
| <b>LETTER OF UNDERSTANDING #1.....</b>                     | <b>42</b> |
| RE: GRANT-FUNDED PROGRAM(S) .....                          | 42        |
| <b>LETTER OF UNDERSTANDING #2.....</b>                     | <b>43</b> |
| RE: TIMING OF BREAKS NORTH SHUSWAP BRANCH .....            | 43        |
| <b>LETTER OF UNDERSTANDING #3.....</b>                     | <b>44</b> |
| RE: IT Co-op STUDENT(S).....                               | 44        |
| <b>LETTER OF UNDERSTANDING #4.....</b>                     | <b>46</b> |
| RE: IT ADMINISTRATOR AND ANALYST – MARKET ADJUSTMENT ..... | 46        |
| <b>LETTER OF UNDERSTANDING #5.....</b>                     | <b>48</b> |
| RE: PEER NAVIGATORS PILOT PROJECT .....                    | 48        |

**AGREEMENT BETWEEN:  
OKANAGAN REGIONAL LIBRARY  
(hereinafter called the "Employer")**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123  
(hereinafter called the "Union")**

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

1. To promote the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well being and security of all the Employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to working conditions of the Employees be drawn up in an Agreement;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1     RIGHTS OF MANAGEMENT**

Except as otherwise provided in this Agreement, the Library Board or its delegated officer has exclusive control over the management, supervision and administration of the Library and the direction of the working force.

**ARTICLE 2     UNION RECOGNITION**

**2.01           Bargaining Agent**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees covered by the certification from the Labour Relations Board as amended.

**2.02           Bargaining Unit Work**

Employees outside the bargaining unit will not perform bargaining unit work where it will result in lay off or loss of actual hours for Employees in the bargaining unit.

## **2.03**

### **Work Experience Programs**

In recognition of the importance of work experience programs to the communities, the following shall apply:

- a) The Union shall be advised of any and all work experience program participants.
- b) Participants in work experience programs shall not perform work done by members of the bargaining unit unless prior agreements have been provided by the Union and agreed to by the Parties in writing.
- c) Work experience programs shall not be longer than sixty (60) days unless prior agreements have been provided by the Union and agreed to by the Parties in writing.
- d) Notwithstanding the above, the use of work experience students shall not result in the lay off or loss of actual hours for Employees in the bargaining unit.

## **ARTICLE 3 NO DISCRIMINATION**

There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in the matter of wage rates, training, upgrading, on the basis of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, residence, nor by reason of their membership in a labour union.

## **ARTICLE 4 UNION SECURITY**

- a) Union Membership

All new Employees shall, as a condition of employment, join the Union within thirty (30) days. Every Employee who is now or hereinafter becomes a member of the Union shall maintain their membership in good standing as a condition of employment. All Employees shall pay Union dues as prescribed by the Union.

Where a new branch or other part of the Regional Library is added to the bargaining unit and Collective Agreement in the future, the compulsory membership clause will apply only to those Employees in the additional branch or part of the Regional Library who were hired on or after the date of the amendment to the description of the bargaining unit by the Labour Relations Board of BC.

- b) Union Logo

The Union may display the Union logo both in the public area and the staff room of each Unionized worksite.



## **ARTICLE 5 CHECK-OFF OF UNION DUES**

- a) The Employer agrees to the check-off of Union dues and initiation fee from all Employees, said dues to be deducted bi-weekly and forwarded to the Union Treasurer at least on a monthly basis with a list of those paying dues, the amount each pays and the amount of wages for the monthly period.
- b) The Secretary of the Union shall be notified electronically by the monthly HR hiring report or by copies of letter when an Employee covered by this agreement is hired, promoted, position changed, laid-off, recalled, resigns, retires, is suspended, is disciplined or is terminated.

## **ARTICLE 6 RIGHTS AND RECOGNITION OF SHOP STEWARDS**

### **a) Employer Shall Acquaint New Employees**

The Employer agrees to make accessible to all new Employees a copy of this Agreement on the Intranet along with a hard copy at each branch, and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. The shop steward shall be permitted up to one-half (½) hour without loss of pay once per each new Employee to familiarize them with the Union and the Collective Agreement.

Where feasible during the on-boarding training, the Shop Steward or Union designate, shall be permitted up to one (1) hour without loss of pay, to do a group Union orientation.

### **b) Rights of Shop Stewards**

- i) The Employer recognizes the Union's right to select Shop Stewards to represent Employees. The Union agrees to provide the Employer with a list of the Employees designated as Shop Stewards and alternates within thirty (30) calendar days of their appointment.
- ii) Leave to perform Steward duties shall be without loss of pay.
- iii) Duties of the Stewards are:
  - Investigation of complaints;
  - Investigation of grievances and assisting any Employee whom the Steward represents in preparing and presenting a grievance in accordance with the grievance procedures;
  - Attending meetings called by management;

## **ARTICLE 7      LABOUR MANAGEMENT AND NEGOTIATIONS**

### **7.01      Bargaining Committee**

A Bargaining Committee shall be appointed and consist of three (3) members of the Employer(s) as appointees of the Employer(s), and three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee. The Employer shall advise the Union of the Employer nominees to the Committee.

### **7.02      Additional Representatives**

- a) Each party to this Agreement shall have the right to have the assistance of additional representatives when bargaining with the other party.
- b) The party requiring assistance is responsible for compensating those providing the assistance.
- c) Technical and/or Specialized Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation.

### **7.03      Meeting of Committee**

In the event of either party calling a meeting of the said committee, the notice shall be in writing and the meeting shall be held at a time and place fixed by both parties.

### **7.04      Function of Bargaining Committee**

All matters of mutual concern pertaining to collective bargaining shall be referred to the said committee for discussion and settlement.

### **7.05      Time Off For Meeting**

Any Union representative of the Bargaining Committee and/or Labour/Management Committee shall have the right of attending meetings of the committee held within working hours without loss of remuneration.

### **7.06      Labour/Management Committee**

- a) There shall be established during the life of this Agreement, a Labour/Management Committee to be responsible for resolving all matters of dispute.
- b) Constitution of the said Committee shall be two (2) members of the Union and two (2) members of the management team, plus one (1) member of the Personnel Committee of the Board, should a member be able to attend.
- c) Any Union Representative of the Labour/Management Committee shall have the right of attending meetings of the Labour/Management Committee held within working hours without loss of remuneration.

- d) Recommendations of the said Committee shall be subject to ratification by the Union and the Board before implementation.
- e) The Committee shall meet quarterly or more often if requested in writing by either party.
- f) Minutes of the Labour/Management Committee meeting shall be forwarded to the Union for comment or correction within five (5) days of the meeting. If the Minutes are acceptable as provided, the Union shall notify the Employer. Minutes will then be stamped "Not Formally Approved" and circulated to the Union and bulletin boards at all unionized worksites.

**ARTICLE 8      GRIEVANCE PROCEDURE**

**8.01              Definitions**

"Grievance" shall mean all differences between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof. "Party" shall mean either of the parties to the Agreement.

**8.02              Grievance Procedure**

**Step 1**

An Employee desiring to resolve a grievance shall in the first instance either themselves, or accompanied by a member of the executive of the Union, take the matter up first,

- a) In the case of Technical Services, with the Assessment & Technical Services Co-ordinator;
- b) In the case of Computer Services, with the Chief Technology Officer;
- c) In the case of the Administrative Office, with the Administrative Services Manager;
- d) In the case of the Accounts Office, with the Chief Financial Officer;
- e) In the case of the Allocations Department, with the Director of Public Services;
- f) In the case of Branches, with the Branch Head, Area Librarian or the Director of Public Services,

within thirty (30) days after the circumstances giving rise to it have occurred, or first known to have occurred.

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Stewards. The Steward and/or Committee may assist any Employee whom the Steward represents in preparing and presenting their grievance in accordance with the Grievance Procedure.

## **Step 2**

- a) Where a grievance has not been resolved within seven (7) days after taking the matter up under Step 1, the particulars of the grievance shall be discussed with the Director of Human Resources, who shall schedule a meeting within seven (7) days of receiving a request.
- b) If the grievance is not resolved within seven (7) days of the meeting in (a), the matter shall be set out in writing by the party wishing to resort to this procedure and delivered to the Director of Human Resources, who shall schedule a meeting within seven (7) days.

## **Step 3**

Where a grievance has not been resolved within seven (7) days after taking the matter up under Step 2 (b), the grievance shall be referred to the Chief Executive Officer who shall schedule a meeting within seven (7) days.

## **Step 4**

Where a grievance has not been resolved within seven (7) days after the meeting in Step 3, the Chief Executive Officer shall forthwith arrange a meeting to be held at the earliest convenient time within thirty (30) days between the allegedly aggrieved Employee accompanied by a member of the executive of the Union and a member of the Personnel Committee of the Employer.

### **8.03 When Originates With the Employer**

The procedure set in Article 8 and in Article 9 shall be applied, mutatis mutandis, where the grievance originates with the Employer.

### **8.04 A Question of Interpretation of the Collective Agreement or Group Grievance**

Where a dispute involving a question of general application or interpretation of the Agreement occurs, or where a group of Employees or the Union has a grievance, Paragraph 8.02 may be bypassed.

### **8.05 Grievances on Safety**

An Employee or group of Employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to immediately file a grievance in Article 8.02, Step 3 of the grievance procedure.

## **ARTICLE 9 ARBITRATION**

### **9.01 Written Notice**

If the grievance is not satisfactorily settled under the provisions of Article 8 within seven (7) days of the meeting referred to in paragraph 8.02, Step 4, or such longer period of time as the parties may agree to in writing, then either of the parties or their representatives may give written notice to the other party of its desire to submit the grievance to arbitration.

**9.02 Single Arbitrator**

Notwithstanding the provisions of this Article, the parties may mutually agree to the use of a single arbitrator, who will be governed by the Clauses of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

**9.03 Board of Arbitration**

Fourteen (14) days after receipt of the notice referred to in paragraph 9.01, the matter shall be referred to a Board of Arbitration composed of three persons as follows:

**Step 1**

The party desiring arbitration shall within five (5) days after the expiration of the aforesaid fourteen (14) day period appoint a member to the Arbitration Board and shall promptly notify the other party in writing of their appointment and of the matter to be arbitrated.

**Step 2**

The party receiving the notice shall within five (5) days after receipt of the notice, appoint a member to the Arbitration Board and shall notify the other party of their appointment.

**Step 3**

The two (2) arbitrators so appointed, shall confer within five (5) days of their appointment to select a third (3<sup>rd</sup>) person to be Chairperson of the Board of Arbitration and should they fail to agree within three (3) days of conferring to the appointment of a Chairperson willing to act, then they shall forthwith apply to the Labour Relations Board of British Columbia to appoint such a Chairperson.

**9.04 Decision of the Arbitration Board**

The decision of the Arbitration Board shall be final and binding upon both parties insofar as such decision is not inconsistent with any law, order or directive of Provincial or Federal Government. The Arbitration Board shall promptly deliver its award in writing to each of the parties to the grievance. The decision of the Arbitration Board shall in no way amend or change the terms of this Agreement.

**9.05 Cost of the Arbitration**

Each party to the grievance shall pay its own costs and expenses of arbitration and one-half (1/2) the compensation and expenses of the Chairperson of the Arbitration Board and stenographic and other expenses of the Arbitration Board.

**9.06 Witnesses**

At any stage of the grievance or arbitration procedure the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses. Each party shall pay the cost of its own witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 10 DISCHARGE OR SUSPENSION**

**10.01 Disciplinary Meetings**

- a) An Employee shall have the right to have a shop steward present when they are subject to discipline.
- b) When a meeting with an Employee is convened for the purposes of disciplinary action, the Employee shall have the right to have their Union representative present. Employees shall be notified in advance to provide opportunity for the Union representative to be present.
- c) Where a meeting, without notice, becomes a disciplinary meeting, an Employee has the right to temporarily adjourn the meeting and to choose a Union representative to be present.

The Parties agree that performance appraisal meetings shall not be used for disciplinary purposes.

**10.02 Warnings**

Whenever the Employer or a deputy deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee involved. Provided there have been no further offences, any reference to discipline shall be removed from an Employee's file after twenty-four (24) months. It is further agreed that performance appraisals will not be removed from an Employee's file.

**10.03 Requested Union Presence**

Where the Employer requests that representatives of the Union leave their place of employment for a meeting or event, mileage will be paid by the Employer.

**10.04 Proper Cause**

Discharge or suspension of any Employee shall be for proper cause.

**10.05 Discharged or Suspended for Other Than Proper Cause**

A claim that an Employee has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted directly to the Chief Executive Officer.

**10.06 Improperly Suspended or Discharged**

Should it be found upon investigation that an Employee has been improperly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated as soon as possible for all time lost in an amount equal to their normal earnings during the pay period immediately preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**ARTICLE 11 DEFINITION OF EMPLOYEES**

**11.01 Permanent Employees**

a) **Full time thirty-five (35) hours per week**

Those Employees who have been assigned to a regularly scheduled position and who have completed probation in accordance with Article 12.02.

b) **Part time less than thirty-five (35) hours per week**

Those Employees who have been assigned to a regularly scheduled position of less than thirty-five (35) hours per week and who have completed probation in accordance with Article 12.02.

**11.02 Auxiliary Employees**

An Employee who has no permanently scheduled hours and is willing to work from time to time with or without prior notice.

**11.03 Pages**

Employees who are classified as Pages in accordance with Schedule 'A' must be registered in and attend school on a full time basis.

**11.04 Term Employees**

An Employee who is employed for a definite length of time, or those hired for specific projects and who were so advised at the time. Term Employees do not accrue seniority.

**11.05 Co-op Employees**

A student hired by the Employer to fulfil the provisions of their academic program with related employment experience.

**11.06 Plural or Masculine Terms May Apply**

Wherever the singular, masculine, or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

## **ARTICLE 12 SENIORITY**

### **12.01 Seniority Defined**

Seniority is the length of service with the Employer within the bargaining unit, and shall operate on a bargaining-unit-wide basis. When a formerly non-Union branch becomes unionized, affected staff shall be given seniority that recognizes one-half (.5) their length of service. In the case of an Employee already a Union member, the Employee's seniority shall be the greater of one-half (.5) their length of service, or seniority already accumulated.

### **12.02 Probation and Seniority For New Permanent Employees**

New permanent Full Time Employees shall be considered to be probationary Employees until they have been continuously employed for three (3) months. Permanent, Part Time Employees shall be considered to be Probationary Employees until they have been continuously employed for six (6) months. During such probationary period they shall not be entitled to seniority and may be discharged without recourse to Article 10 of this Agreement. At the end of such probationary period, an Employee shall be entered on the seniority list as of their original date of employment.

### **12.03 Probation and Seniority For Auxiliary Employees**

Auxiliary Employees shall be considered to be probationary Employees until they have worked a total of nine hundred and ten (910) hours, and during such probationary period they shall not be entitled to seniority and may be discharged without recourse to Article 10 of this Agreement. At the end of such probationary period, an Employee shall be entered on the Auxiliary seniority list and credited with the accumulated hours worked. Auxiliary Employees shall continue to accumulate seniority on an hourly basis until such time as they post into a permanent position. Accumulated seniority shall be carried forward and from then on seniority shall accrue yearly.

### **12.04 Probation and Seniority For Pages**

Page Employees shall be considered to be probationary Employees until they have been continuously employed for six (6) months and during such probationary period they shall not be entitled to seniority and may be discharged without recourse to Article 10 of this Agreement.

Upon completion of the probationary period, Pages will be moved to a Permanent Page seniority list with the hours accrued during probation. From then on, the Employee will accumulate seniority as per List 1. Pages can exercise seniority only for applying for other page positions.

### **12.05 Seniority List**

The Employer shall maintain seniority lists showing the seniority of each Employee. Separate lists will be maintained for Permanent Employees, Auxiliary Employees and Pages.

- a) List 1 - Regular Seniority List



Definition: Any Employee with permanent position(s)

b) List 2 - Auxiliary Seniority List

Definition: Employees with no permanent position(s) accumulating hours of seniority. The definition of one (1) year for the purpose of this Article is one thousand eight hundred twenty (1820) hours.

Note: A new Auxiliary Employee will not show on any of the above lists until they pass their six (6) months' probation. Accumulated hours during probation will be carried to the Auxiliary List once probation is passed.

c) List 3 - Page Seniority List

## 12.06

### **Losing Seniority Rights**

If an Employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer, they shall not lose seniority rights.

An Employee shall be terminated and lose their seniority in the event:

- a) they are discharged for proper cause and are not reinstated.
- b) they resign.
- c) they are absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- d) after a layoff, they fail to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- e) they are laid off and not re-employed within twelve (12) months after layoff.
- f) their term of employment ends.
- g) An Auxiliary Employee is expected to be available to cover the absences of permanent Employees. An Auxiliary Employee that has not accepted an offered shift in six (6) months will have their employment terminated. An Auxiliary Employee with seniority shall have access to the grievance procedure.

At the point of hire, auxiliary Employees will indicate their availability to the Employer. In order to significantly change availability, the Employee must apply to see if the revised availability is acceptable to the Employer. If it is not, the auxiliary Employee must decide whether to maintain the agreed upon availability or terminate the employment relationship.

## **ARTICLE 13 LAYOFF AND RECALL**

### **13.01 Layoff and Recall Procedures**

- a) Layoff shall include a reduction in an Employee's regularly scheduled hours of work. Layoff shall not include termination or reduction of hours of on-

call or term Employees not on the seniority list. Layoff may result from a partial or total branch or department closure.

- b) Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority. Employees shall be re-called in the order of their seniority provided they are qualified to do the work as outlined in the minimum requirements of the job description.

### **13.02 Role of Seniority in Layoffs**

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, the following principles of seniority shall be maintained:

- a) where the branch or department continues to operate thirty-five (35) or more hours per week, full time Employees will not be reduced to part time status as a group. On the basis of operational needs, work reduction may be applied to individual full time or part time Employees;
- b) an Employee who is laid off shall be entitled to bump downward or laterally into more than one (1) part time position, provided that:
  - i) no more than one Employee is displaced as a result of the bump, and
  - ii) there is no increase in the hours worked.

### **13.03 Recall Procedure**

- a) An Employee who is laid off shall have the right of recall to a similar or equal classification and former number of hours on its becoming available. An Employee who exercises bumping right provided for in Article 13.02 shall have the right of recall to their former classification and all or part of their former hours (if changed as a result of bumping) for a period of twelve (12) months from date of reassignment.
- b) An Employee who is laid off shall inform the Employer if they wish to be recalled to available on-call work in any Unionized Okanagan Regional library branch until lost hours are replaced, then they shall be subject to call in by seniority for the remainder of the pay period, provided the Employee is qualified to perform available work. Where such work is available it shall be assigned to laid-off Employees prior to on-call Employees. It will be the responsibility of the laid off Employee to inform the Supervisor calling if they have reached their priority hours for that week. If a laid-off Employee declines more than two (2) assignments under this clause as per the on-call guidelines, they shall no longer be entitled to assignment under this clause for the remainder of the on-call period. Priority on-call shall be in effect for no longer than twelve (12) months from date of lay-off notice.
- c) By mutual agreement, an Employee may elect recall to on-call work beyond their community.

- d) It shall be the responsibility of a laid off employee to keep the Employer informed of their current address and telephone number at which they may be contacted.
- e) The Employer shall give the laid off Employee seven (7) calendar days' notice of their intent to recall the Employee to work. Recall notice shall be sent by registered mail (in cases where the Employee cannot be reached) to the address specified by the Employee. Such Employee shall return to work within those seven (7) days unless longer by mutual agreement after recall notice has been received.

**13.04 No New Employees**

New Employees shall not be hired until those laid off have been given an opportunity of recall.

**13.05 Advance Notice of Layoff**

The Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. The right to bump shall be exercised within five (5) days of receiving notice.

Layoff notices shall include the current seniority list with the hours assigned to each position.

Notice of layoff shall include the revised schedule of hours remaining in the incumbent's position, if applicable.

**13.06 Termination Pay**

On receiving notice of layoff, an Employee may opt to resign and accept severance pay in the following amount:

- a) for service of less than six (6) months, no payment;
- b) for six (6) months but less than three (3) years, two (2) weeks' pay;
- c) for three (3) or more years, one week per completed year of service up to a maximum of eight (8) weeks' pay;
- d) "week's pay" shall mean the average weekly wages received over the eight (8) weeks prior to layoff notice.

**13.07 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure (Article 8.02).

**13.08 Emergency Shutdown**

When a branch is shut down because of an emergency, Employees affected shall be paid at least for the first day, and alternate work shall be provided where available.

The Employer may lay off for up to two (2) days after the first day. Should the shutdown extend beyond three (3) days, Employees affected may exercise their seniority rights.

## **ARTICLE 14 PROMOTIONS AND STAFF CHANGES**

### **14.01 Job Posting**

#### **General**

- a) The determination of a bona fide vacancy remains at the discretion of management.
- b) The start date of each posting shall be twenty-one (21) calendar days following the closing date of the posting, if operationally feasible.
- c) The successful applicant for a job posting shall commence their new duties on the posted start date.
- d) An Employee shall be allowed to hold two (2) part time positions concurrently provided there is no scheduling conflict between positions. Alternatively an Employee may hold three (3) part time positions when one of those three is a Sunday position. In no case shall the total hours of these positions exceed thirty-five (35) hours per week.
- e) In the event that the Employer determines that, because of operational requirements, it is necessary to increase the number of hours of a part-time position, that position shall be posted. An Employee displaced from their part-time position as a result of the posting shall be entitled to bump, and others affected shall also be entitled to bump.
- f) All applicants and the Union shall be notified of the successful applicant to a job posting within one (1) week of the selection being made.
- g) All current job descriptions can be accessed via the Okanagan Regional Library Intranet.
- h) All job postings shall include the anticipated start date, days of work, schedule of hours to be worked, job description number and current rate of pay. It is recognized that, for operational reasons, days of work and schedule of hours may be changed after a position is filled.

#### **Permanent Job Postings**

- i) Notice of any permanent job vacancy shall be posted electronically via the global e-mail list and on the Employee bulletin boards in the libraries at least five (5) working days prior to the closing date for applications.

#### **Temporary Job Postings**

- j) Notice of any temporary job vacancy of longer than two (2) months anticipated duration shall be posted electronically via a global e-mail to all staff and on the Employee bulletin boards in the libraries at least five (5) working days prior to the closing date for applications.

- k) In the event that a supervisor at Headquarters, has a minimum two (2) week block, of consecutive vacation requests within the same job description, but is unable to fill due to an exhausted on-call list, they shall be permitted to post a temporary vacancy. No fallout will result from postings less than two (2) months in duration.
- l) The successful applicant for a posted temporary vacancy must complete either the original allotted period for the vacancy or a minimum of four (4) months, whichever is the shorter, before applying for any other vacancy. Such Employee shall revert to their former position upon expiry of the temporary vacancy. This clause will not prevent an Employee from applying for any permanent position that may be posted during the period of such temporary appointment.
- m) In the event of a temporary vacancy occurring, only the first temporary vacancy shall be filled by posting. Vacancies arising out of the original posting shall be filled from the unsuccessful applicants for the original posting, thereafter from the on-call list.

**14.02 Seniority to Apply**

Promotions and transfers shall be made on the basis of seniority, provided the Employee concerned possesses the necessary qualifications, skills, knowledge and ability to efficiently fulfil the job requirements. The Employer agrees to give consideration to Employees who have not yet received seniority status in the matter of any new position not applied for by a Union member.

**14.03 Employee to be on a Trial Period**

When an Employee is promoted or transferred as a result of job posting, they shall be on trial for three (3) months. At the conclusion of such three (3) months' trial period (or sooner if it should become apparent that the Employee cannot successfully complete the trial period), the Employer shall review the service of the Employee while on the job. The Employee shall be notified in writing of the results of this trial period. If the Employee's service is not deemed to be satisfactory, or if the Employee feels unable to perform the duties of the new job classification, the Employer may extend the trial period for not more than one (1) additional month, or shall return the Employee to their former job, or place them on other work in their former classification.

**14.04 Salary Increase**

In the event of an Employee being promoted and or appointed from one (1) classification to a higher classification, the Employee shall be placed in the wage category in Schedule "A" that provides for a wage increase over their former rate of pay.

**14.05 Union to be Notified**

The Union shall be notified electronically by the monthly HR Hiring report or by copies of letter when an Employee covered by this agreement is hired, promoted, laid-off, recalled, resigns, retires, is suspended, is disciplined or is terminated.

## **14.06 New Job Classification**

When any position not covered by Schedule "A" is established or when any position is significantly altered during the life of this Agreement, the rate of pay shall be referred to the Joint Job Evaluation Committee. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The rate shall become retroactive to the time the position was first filled by the Employee.

## **ARTICLE 15 JOB SHARE**

Job share arrangements are subject to the job share guidelines established by the Joint Committee. The Job Sharing Guidelines shall be found on the intranet. Where an Employee wishes to work on a job share basis, they fill out the job share request form found on the intranet and submit to Human Resources. Job share opportunities shall be posted internally. Proposals for job sharing shall not be unreasonably denied.

## **ARTICLE 16 HOURS OF WORK**

### **16.01 Regular**

- a) A full time work week is thirty-five (35) hours.
- b) Sunday Hours
  - i) Sunday hours of opening will be at least four (4) hours (e.g., 1:00 p.m. to 5:00 p.m.);
  - ii) Staffing requirements for Sunday hours will be on a voluntary basis offered first to existing permanent Employees, then to auxiliary staff; and if insufficient existing Employees volunteer, then additional staff may be hired for Sunday hours;
  - iii) Where Sunday openings are seasonal, October-March, Employees shall continue from year to year. There are no bumping rights when the Sunday openings end annually in March.

### **16.02 Hours of Work to be Posted**

The hours of work of each Employee shall be posted on the intranet or in a mutually agreed appropriate place and will be updated quarterly.

### **16.03 Minimum Scheduled Hours and Minimum Pay**

- a) An Employee scheduled for work in any day shall be scheduled for a minimum of four (4) consecutive hours, except an Employee in a Page position, who shall be scheduled for a minimum of two (2) consecutive hours on school days. Pages must be scheduled for a minimum of four (4) consecutive hours on non-school days. Days when school is not in session include weekends, school vacation breaks and Professional Development Days, etc.

- b) An Employee reporting for work but sent home either during or before commencing work shall be paid for the full hours of the shift, unless sent home as a disciplinary measure.

**16.04 Rest and Lunch Periods**

A meal period of up to one (1) hour, but not less than one-half (.5) hour, without pay in each shift of greater than five (5) hours shall be permitted.

An Employee shall be entitled to take their break approximately one half (1/2) way through the first (1<sup>st</sup>) part of their shift. If entitled to a second (2<sup>nd</sup>) paid break, they shall be entitled to take their break approximately one half (1/2) way through the second (2<sup>nd</sup>) part of their shift (refer to the graph below).

| Hours of Worked       | Paid Break Entitlement         | Unpaid Break                           |
|-----------------------|--------------------------------|--|
| Four (4)              | Fifteen (15) minutes           |  |
| Four point five (4.5) | Fifteen (15) minutes           |  |
| Five (5)              | Fifteen (15) minutes           |  |
| Five point five (5.5) | Fifteen (15) minutes           | Thirty (30) minutes up to one (1) hour |
| Six (6)               | Fifteen (15) minutes X two (2) | Thirty (30) minutes up to one (1) hour |
| Six point five (6.5)  | Fifteen (15) minutes X two (2) | Thirty (30) minutes up to one (1) hour |
| Seven (7)             | Fifteen (15) minutes X two (2) | Thirty (30) minutes up to one (1) hour |

Employees shall not be required by the Employer to remain on the premises during Employees' meal break.

Where an Employee is directed by an Employer designate to work during part of the Employee's meal break, the Employee shall be given equivalent time off later in the shift.

**16.05 Seven (7) Hour Shift to be Limited**

A seven (7) hour shift worked on one (1) day by an Employee shall not be spread over a period of longer than eight (8) hours. A seven (7) hour work shift can be worked between two (2) worksites.

**16.06 Work Week**

The parties may enter into a mutual agreement for a period of at least six (6) months to provide for a four (4) day work week of thirty-five (35) hours in which no day shall be longer than nine (9) hours. In the case of such an agreement, Employees shall receive their regular or equivalent hourly rate up to and including nine (9) hours. During the first hour after nine (9) hours they shall be paid at the rate of one and one-half (1.5x) times their regular or equivalent hourly rate and for all hours worked in excess of ten (10) hours in any one (1) day they shall be paid at the rate of double (2x) the Employee's regular or equivalent hourly rate. Such arrangement must have the written agreement of the Employee(s), supervisor and management. Either the Employer or the Employee may end this arrangement by giving thirty (30) days' written notice to the other party. The Union shall be advised in writing of the start and/or the ending of any such arrangement.

**16.07 Changes to Hours of Work**

In instances where the hours of work at a branch or in a department are changed, then discussions will take place at the workplace prior to implementation of the changed schedule.

**16.08 Workload**

Issues around workload shall be brought to the immediate supervisor for discussion by Employee, these issues shall be in written format. The supervisor shall meet and discuss the issue within ten (10) calendar days.

**ARTICLE 17 OVERTIME**

**17.01 Overtime Rates**

Except as provided in Articles 16.06 and 17.04 or as otherwise mutually agreed in writing, overtime rates shall be payable as follows:

**Daily**

- a) straight time up to seven (7) hours in any one (1) day;
- b) time and one-half (1.5x) for the first hour worked in excess of seven (7) hours in one (1) day;
- c) double time (2x) for all hours worked in excess of eight (8) hours in one (1) day;
- d) double time (2x) for all hours worked on Sunday (not including 16.01 b) Sunday Hours.

**Weekly**

- a) An Employee who has worked on more than five (5) days in a week, shall be paid time and one-half (1.5x) for all hours that are in excess of thirty-five (35) hours and which are worked on subsequent days.



- b) An Employee who has worked on more than five (5) days in a week, shall be paid double time (2x) for all hours that are in excess of forty (40) hours and which are worked on subsequent days.

**17.02 Time In Lieu**

Subject to the Employer's operational requirements, Employees may consider paid time off in lieu of worked overtime. Time off will not be unreasonably withheld. Time off will only be taken upon mutual agreement between the Employee and their supervisor. Paid time off shall be provided at the same rate as the applicable overtime rates as per Article 17.01.

Every effort will be made to take this time off as soon as possible after the overtime was performed; but in any event, it must be taken within three (3) months of the date on which the overtime work was performed.

**17.03 Call Out Without Prior Notice**

Employees called out to work without prior notice outside their posted working hours shall be paid two (2) hours minimum at time and one-half (1.5x) or double (2x) time as per Article 17.01. Not more than one (1) call-out shall be paid for in a two (2) hour period.

**17.04 Van Drivers' Hours**

Notwithstanding Article 17.01, van drivers shall be paid overtime rates as follows:

- a) straight time up to eight (8) hours in any one (1) day;
- b) time and one-half (1.5x) for the first hour in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week;
- c) double time (2x) after nine (9) hours in any one (1) day or forty-five (45) hours in any one (1) week.

**ARTICLE 18 STATUTORY HOLIDAYS**

**18.01 Statutory Holidays**

All Employees shall receive regular pay for the following holidays:

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

and any other day proclaimed or declared by the Federal or Provincial Governments as a holiday.

**18.02 Statutory Holidays on a Day Off  
Full Time Employees**

Where such statutory holidays fall on the day off of a full-time Employee, they shall have a day off at a time convenient to the Employee and to the operation of the library. Such time off shall be taken within six (6) months.

### **Part Time Employees**

The amount of pay will be calculated as follows:

- The statutory hours paid shall be the average day worked over the previous thirty (30) days. The average day is determined by dividing the qualified hours worked during the previous thirty (30) days by the greater of the number of days worked or fifteen (15).
- The pay rate used shall be the blended rate during that time for the qualified hours above determined by the dollars paid divided by the hours worked.

#### **18.03 Statutory Holidays on a Workday of a Full or Part Time Employee**

Statutory hours paid shall be the hours that the Employee would have worked on that day at the base pay rate that they would have been paid.

#### **18.04 Required to Work on a Statutory Holiday**

Any Employee required to work on a statutory holiday shall be paid at the rate of double time (2x) for all hours worked on such day plus the regular day's pay for the holiday.

#### **18.05 Eligibility for Statutory Holiday Pay**

No Employee shall receive holiday pay for statutory holidays unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday.

#### **18.06 Working a Modified Work Week**

Employees working a modified work week shall not have their pay reduced by virtue of holidays specified in Article 18.01.

### **ARTICLE 19 ANNUAL VACATIONS**

#### **19.01 Full Time Permanent Employees**

Full-time permanent Employees shall receive vacations with pay on the following basis:

- a) After one (1) calendar year of continuous service - three (3) calendar weeks
- After seven (7) calendar years of continuous service - four (4) calendar weeks
- After thirteen (13) calendar years of continuous service - five (5) calendar weeks

After twenty (20) calendar years of continuous service - six (6) calendar weeks

- b) All permanent Full Time and Part Time Employees working for less than twelve (12) months will not be entitled to the vacation outlined above, but to pay for the vacation period on a pro-rata basis as per 19.01 (a) above, according to the actual hours worked in the calendar year.
- c) Effective January 1, 2012 Auxiliary Employees and Pages will have their vacation pay calculated on hours worked each pay period and paid out bi-weekly.

## **19.02 Statutory Holidays During Vacation**

If a statutory or declared holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

## **19.03 Scheduling Vacations**

- a) Vacations shall be granted at a time mutually agreed to between the Employee and Employer.
- b) Once an Employee's request for vacation has been approved, it shall not be changed except due to unforeseen circumstances of the Employee.
- c) Each Employee's annual vacation request will be submitted to the Employer by October 1<sup>st</sup> for the following year. The Employer shall indicate approval of such vacation requests by October 15<sup>th</sup>. Vacation request submitted after October 1<sup>st</sup> will be filled on a first come first serve basis.
- d) After discussing vacation scheduling within their work unit, Employees shall indicate their preferred time for vacation. Conflicts in vacation requests shall be resolved by seniority. An Employee may exercise their seniority once per vacation year. Whenever possible, a reply shall be given within ten (10) working days.
- e) It is understood that an Employee is entitled to take their full annual vacation entitlement in one unbroken period. Where an Employee chooses to split a vacation period, any other choice of vacation time shall be made only after all other Employees concerned have made their initial selection.
- f) An Employee may carry over up to one (1) week of vacation to be used within the first six (6) months of the following year. If an Employee has not scheduled or used the carried over vacation time prior to June 1<sup>st</sup>, the Employer shall schedule the time off on behalf of the Employee.
- g) All earned vacation owed to an Employee shall be paid out upon termination.

**19.04 New Employees**

During the first calendar year of their employment, a Permanent Employee shall accumulate vacation entitlement on the basis of seven (7) hours for each thirty-five (35) hours of work completed to a maximum of seventy (70) hours. Such vacation shall be taken prior to the end of the first calendar year of employment and while the Employee is on vacation they shall receive not more than four (4) percent of their gross pay for that calendar year. Auxiliary and Page Employees will have this vacation entitlement paid out bi-weekly.

**19.05 Termination of Employment**

In the event of termination of their employment, an Employee is entitled to vacation or vacation pay in proportion to their length of service in that calendar year.

**19.06 Employees on Leave of Absence**

Employees who take a leave of absence in excess of four (4) weeks shall have their vacation entitlement reduced on a pro-rata basis.

**19.07 Vacation Year/Entitlement Coincidental System**

- a) The current calendar base year/entitlement coincidental system shall be maintained.
- b) New Employees shall not be entitled to take vacation in excess of hours earned until January 1st following employment.
- c) Entitlement increments shall be anniversary based proportionately as are rate increases.
- d) The following formula applies to ALL Employees in determining actual vacation entitlement and pay adjustments at year-end:

- A = Total hours paid during the year
- B = Vacation hours taken during the year
- C = Full-time annual hours one thousand eight hundred twenty-seven (1827)
- D = Full-time Employees vacation entitlement [as per 19.01(a)]

$$\frac{A - B}{C - D} \times D = \text{ACTUAL EARNED VACATION}$$

**ARTICLE 20 SICK LEAVE PROVISIONS**

**20.01 Sick Leave Defined**

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

**20.02 Sick Leave Entitlement**

An Employee shall be entitled to sick leave on the basis of one and one-half (1½) days for each month of service. Unused sick leave shall be accumulated by an Employee up to a maximum of one hundred fifty (150) days. Part-time and Auxiliary Employees shall accumulate sick leave on a prorated basis.

**20.03 Proof of Illness**

An Employee may be required to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such Employee is unable to carry out their duties due to illness. Failure to produce such certificate within five (5) working days if so requested, may result in loss of pay for the days absent. The Employer shall pay for any costs for the certificate.

**20.04 Sick Leave During Absence**

When an Employee returns to work after an approved leave of absence or within twelve (12) months of being laid off, the amount of accrued sick leave at the beginning of such leave of absence or layoff shall be credited to the Employee.

**20.05 Sick Leave Without Pay**

Sick leave without pay shall be granted to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick pay is granted. Such leave shall be granted to a maximum of one (1) year and any extension thereafter shall be by mutual agreement of the parties hereto. An Employee returning to work after sick leave without pay in excess of thirty (30) days shall provide the Employer with at least two (2) weeks' notice.

**20.06 Sick Leave Records**

A record of all unused sick leave shall be kept by the Employer. Sick Leave balances are reported on an Employee's bi-weekly pay stub.

**20.07 Medical and Dental Appointments**

Sick leave may be used by an Employee in order to attend medical and dental appointments. It is understood that Employees will schedule such appointments outside working hours wherever possible.

**20.08 Vacation Time Rescheduling**

When an Employee becomes ill or incapacitated, and is hospitalized or requires ongoing medical care, and substantiates the illness to the satisfaction of the Employer, then their remaining vacation time may be rescheduled.

**20.09 Family Responsibility Leave**

An Employee shall be entitled to use up to the equivalent of their ten (10) regularly scheduled days from their sick leave during each year to meet responsibilities related to:

- a) the care, health or education of a child in the Employee's care, or

- b) the care or health of any other member of the Employee's immediate family.

*"Immediate family"* means:

- a) a spouse which includes traditional, same sex and common law, child which includes adopted and foster, parent, parent-in-law, guardian, sibling, grandchild or grandparent of an Employee, and
- b) any person who lives with an Employee as a member of the Employee's family.

## **20.10 Compassionate Care Leave**

An Employee who requests compassionate leave is entitled to up to twenty-six (26) weeks of unpaid leave as per the conditions of the Employment Standards Act of BC.

## **ARTICLE 21 LEAVE OF ABSENCE**

### **21.01 For Union Business**

- a) In instances where an Employee representing the Union temporarily leaves at a mutually agreeable time with respect to a grievance, it shall be without loss of pay for time so spent. The Employee shall give as much notice as possible.
- b) The Union Secretary will be released at a mutually agreeable time without pay to a maximum of four (4) hours per month.
- c) Upon two (2) weeks' notice and subject to operational requirement, occasional leave of absence without pay for other Union officers to perform Union business will be granted.
- d) Any Employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, may be granted upon mutual agreement, a leave of absence without pay by the Library for a period of up to one (1) year. Employees on leave for Union Business will continue to accrue seniority during the leave of absence. Upon mutual agreement, the leave of absence may be renewed each year on request during their term in office. An Employee returning to work after leave without pay in excess of thirty (30) days shall provide the Employer with at least two (2) weeks' notice. On return from leave without pay, an Employee shall be placed in the Employee's former position or in a position of equal rank and basic pay.
- e) The Union shall provide the Employer with a list of its elected officials, Job Stewards and any other official representatives. This list shall be kept current by the Union at all times.

## **21.02 Union Conventions**

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to two (2) Employees elected or appointed to represent the Union at Union Conventions.

## **21.03 Bereavement Leave**

For purposes of attending a funeral and for grieving, bereavement leave will be granted as follows:

- a) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay shall be entitled to special leave at the Employee's regular rate of pay. Such paid leave shall not exceed five (5) work days.  

"Immediate family" is defined as an Employee's spouse/partner which includes traditional, same sex and common law; child which includes adopted and foster; parents, parent-in-laws, guardians, siblings, grandchildren or grandparents.
- b) In the event of the death of a close friend, brother-in-law or sister-in-law, an Employee not on leave of absence without pay, shall be entitled to special leave, not exceeding three (3) work days, at the Employee's regular rate of pay.
- c) It is understood that the Employee has the ability to split such leaves as outlined in a) and b), or schedule such leaves, based on their personal needs.
- d) One (1) day shall be granted without loss of salary to attend a funeral as a pallbearer.
- e) In the event of the death of a close relative other than those defined in (a) and (b), the Employee shall be entitled to special leave with pay for one (1) day, at the Employee's regular rate of pay.
- f) Upon the request by an Employee, an unpaid extension of the Bereavement Leave (a) through (d) may be granted by the Employer to a maximum of two (2) calendar weeks of total leave. The approval of such an unpaid extension shall not be unreasonably withheld by the Employer.
- g) When an Employee who is on paid vacation informs the HR department of a death in the immediate family, that Employee, may take such time as bereavement leave, without loss of the balance of the scheduled vacation time. Notification must be provided immediately to facilitate the change and appropriate documentation must follow upon return of the Employee. For the purposes of this clause, immediate family follows the definition outlined in Article 21.03(a).

**21.04 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause; such request to be in writing and approved by the Employer.

**21.05 Jury Duty or Court Witness**

The Employer shall pay to an Employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they received for jury duty or as a court witness, conditional upon the Employee presenting to the Employer proof of service and of the amount of payment received by them.

**21.06 Maternity, Parental and Adoption Leave**

a) Maternity and Adoption Leave

Upon written request, leave of absence for a specified period, without pay and without loss of seniority, shall be granted for pregnancy or adoption to a maximum of seventeen (17) weeks. The Employee shall notify the Employer in writing of the expected due date. Such notice will be given at least ten (10) weeks prior to the expected due date. The Employee returning to work after maternity or adoption leave shall provide the Employer with at least thirty (30) days' notice. On return from maternity or adoption leave, the Employee will be placed in a position consistent with the seniority provisions of this Agreement.

b) Parental Leave

Upon written request, an Employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. Such written requests must be made at least four (4) weeks prior to the proposed leave commencement date. Leave taken under this clause shall commence:

- i) In the case of a mother, immediately following the conclusion of maternity or adoption leave.
- ii) In the case of a father, following the birth of the child and concluding within the fifty-two (52) week period after the birth date of the child. Such leave request must be supported by appropriate documentation.

**ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Wage and Salary Rates**

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".



**22.02 Salary Ranges**

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided, however, the Employer may start an Employee in any increment of the salary range for the classification, according to the Employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such cases shall notify the Union of the increase.

**22.03 Payment of Increment**

Permanent Employees who pass their probation shall receive the increment described in Schedule 'A' after one (1) calendar year in the position.

- a) A regular Employee that earns the job rate in their permanent position will earn the job rate in other positions which incorporate all of the duties of their permanent position.
- b) All other Employees will receive the job rate after the completion of one thousand eight hundred twenty (1,820) hours worked in the position.

**22.04 Pay Day**

A statement itemizing total wages and deductions shall be provided bi-weekly. If a regular pay day falls on a holiday or during a system-wide closure, then pay day shall be the last working day prior to said holiday or closure. The pay period shall commence on Thursday and run for a period of two (2) weeks ending at the close of business on Wednesday. Pay day shall then be on the next following Thursday.

**22.05 Shift Premium**

Exclusive of Pages, Employees shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked after 6 p.m. Monday to Friday. Employees shall be paid the premium for all regularly scheduled hours on Saturdays and Sundays.

**22.06 Pay For Acting In Senior Capacity**

All Employees shall receive Start Rate until nine hundred and ten (910) cumulative hours have been worked. All hours worked after nine hundred and ten (910) shall be paid at the Job Rate for the position in which the Employee is acting.

**22.07 Automobile Allowance**

Where use of an Employee's private car for library business has been authorized by the Employer, the Employee shall receive remuneration at the same rate as Okanagan Regional Library Board Members.

**22.08 Footwear Allowance**

The Employer will reimburse full time and part time van drivers for the purchase of steel toed boots, up to a maximum of one hundred dollars (\$100) per calendar year, upon receipt.

**22.09 Staff Development and Training**

Both the Employer and the Employee recognize the need for training and career development, that both parties contribute to the process, and that both parties benefit.

As a basic principle, no Employee shall lose regular compensation as a result of attending a staff development course or in-service training session. Subject to operational requirements, applications for staff development leave will not be unnecessarily refused.

Both parties agree that on-call work, temporary appointments, in-service training and external staff development courses are means of providing training opportunities.

**a) In-Service Training**

- i) In-Service Training hours are paid at straight time rates, as is time spent travelling to and from In-Service Training locations, provided travel time is longer than one-half (.5) hour each way.
- ii) Mileage is paid for travel to and from In-Service Training sessions.
- iii) An Employee's accommodations and meal costs will be paid when incurred and when authorized beforehand, for In-Service Training sessions.
- iv) Receipts (see Regulations: Section X. Personnel D.Travel Expenses – Reimbursement, p. 2 of 2)

**b) External Staff Development Courses**

- i) Employees must apply in writing for leave to attend staff development courses, or to take correspondence courses if they wish to be reimbursed. Proof of passing grade is required for reimbursement.
- ii) The Employer shall pay a percentage of the costs of the fees for Employees whose attendance at staff development courses, workshops and meetings is approved. Such percentage may be one hundred (100%) percent.
- iii) The Employer shall pay a percentage of travel, hotel and meal expenses for Employees whose attendance at staff development courses, workshops and meetings is approved. Such percentage may be one hundred (100%) percent.

## **ARTICLE 23    BENEFITS**

The Union recognizes the right of the Employer to change carriers for the benefit plans referred to in Article 23. The Employer shall not change the coverage of the existing plans without the agreement of the Union.

The Benefit Plans are deemed attached to and form part of this Collective Agreement as Schedule "B".

### **23.01        Pension Plan**

Eligible Employees shall participate in one (1) of the existing pension plans in accordance with the terms of the plan. Newly hired Employees shall participate in the Municipal Pension Plan if eligible under the terms of the plan.

Within five (5) years of anticipated retirement an Employee will have the opportunity to attend a Retirement Seminar sponsored by the Pension Plan, without loss of pay if held within working hours.

### **23.02        Medical Insurance and Extended Health Plan (EHB) Effective the date of ratification,**

The Employer shall contribute eighty percent (80%) of the premiums of the recognized medical and extended health benefit plan for all permanent Employees who are employed half-time or more. The extended health plan has an unlimited lifetime limit, and shall include vision care coverage of Five hundred and fifty dollars (\$550) per twenty-four (24) months.

Participation is optional for Employees covered by a comparable plan.

### **23.03        Dental Plan**

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") - Plan pays eighty percent (80%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays sixty percent (60%) of approved schedule of fees.

Effective January 1, 2014:

- c) Premium costs for the Dental Plan shall be shared on a eighty (80%) percent Employer and twenty (20%) percent Employee cost-sharing basis.
- c) Employees who are employed half time or more (seventeen point five (17.5) hours per week) are eligible to participate in the Dental Plan. Participation is optional for Employees covered by a comparable plan.
- d) Plan "C" (Orthodontics), with three thousand dollar (\$3,000.00) lifetime limit.

**23.04****Group Life Plan**

The group life plan shall provide two times (2x) annual salary for Employees, with a minimum of ten thousand (\$10,000.00) dollars. Accidental death and dismemberment coverage shall also be included. The Employer shall pay seventy-five percent (75%) of the premiums and the Employee shall pay twenty-five percent (25%) of the premiums.

Within thirty (30) days of leaving the employ of the Library, an Employee may convert to a full life policy with no medical requirement.

**23.05****Employee Assistance Program**

A mutually agreed plan is available to all regular Employees. Name of provider and services provided will be made available on the Human resources link on the Intranet.

**23.06****Same Sex Benefit Coverage**

An Employee who is eligible for benefits and who co-habits with a person of the same sex as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental Benefits.

**ARTICLE 24****TECHNOLOGICAL CHANGE****24.01****General Provision re Technological Change**

Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

**24.02****Displacement**

The Employer undertakes to notify the Union at least ninety (90) days prior to any technological change that will result in the displacement of any Employees and prior to the institution of such change, retrain or absorb any Employee who might otherwise be displaced.

**24.03****Training Program**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the existing methods of operation, such Employees shall, at the expense of the Employer, be given a minimum period, not to exceed four (4) months, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such Employee.

**24.04****Significant Technological Change**

Where the Employer introduces, or intends to introduce a technological change, that:

- a) affects the terms and conditions, or security, of employment of a significant number of Employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may refer that matter to an Arbitration Board constituted pursuant to Article 9 of this Agreement.

## **24.05**

### **Arbitration Board Decision on Technological Change**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make any one (1) or more of the following orders:

- a) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
- b) That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
- c) That the Employer reinstate any Employee displaced by reason of the technological change.
- d) That the Employer pay to that Employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;

and an order made under this Clause is binding on all persons bound by this Collective Agreement.

## **ARTICLE 25 OCCUPATIONAL HEALTH & SAFETY**

### **25.01 Health & Safety Committee**

The parties hereby agree to establish a Health & Safety Committee and perform worksite inspections in accordance with the Workers' Compensation Board requirements.

All Employees will have access to Health and Safety orientation materials.

Both the Employer and the Union will have access to Health and Safety Committee minutes.

Time spent by Health and Safety committee members in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms and provisions of this agreement.

## **25.02 Injury Pay Provisions**

An Employee who is injured during working hours and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the Employee's regular rate of pay without deduction from sick leave.

Transportation to and from the nearest qualified medical practitioner or hospital for Employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer, only for the day it occurs.

## **25.03 Domestic Violence**

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Workers experiencing domestic violence will be able to access five (5) days of their current sick leave, for leave or attendance at medical appointments, legal proceedings, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as fraction of a day, without prior approval. Privacy and confidentiality shall be maintained.

## **ARTICLE 26 HARASSMENT**

- a) The Union and the Employer recognize the right of Employees to be treated fairly in a workplace free of personal or sexual harassment. Both Parties agree to abide by all statutory requirements and regulations such as but not limited to WorkSafe BC and the BC Human Rights Code. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of harassment, which may arise in the workplace.
- b) Personal harassment shall be defined as:
  - i) any behaviour which denies individuals their dignity and respect and
  - ii) that is offensive, embarrassing and humiliating to said individual
  - iii) therefore personal harassment of another Employee in carrying out the duties or in the provision of their services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor constitutes a disciplinary infraction.
- c) Sexual harassment shall be defined as:
  - i) an act which involves favours or advantages in return for submission to sexual advances;
  - ii) reprisals or threats for rejection of sexual advances by either Employees or management representatives;
  - iii) sexual harassment shall be treated as a serious offence, subject to a whole range of disciplinary sanctions, up to and including discharge;

- d) Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct forms the basis for decisions affecting employment or which such conduct creates an intimidating, hostile, or offensive working environment;
- e) complaints under this Article will be handled with all possible confidentiality and dispatch by either of:
  - i) the President of Local 1123 and/or designate may convene a meeting with the Director of Human Resources to discuss said allegations, and failing resolution under this clause;
  - ii) the Union may initiate a grievance commencing at Step 3.
- f) This Article is not intended to reduce or in any way negatively affect the Employer's rights in its normal dealings with its Employees.

**ARTICLE 27 CROSSING OF LEGAL PICKET LINES**

No Employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Federal Government. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

**ARTICLE 28 GENERAL**

**28.01 Personnel File**

- a) There shall be only one (1) personnel file for each Employee.
- b) An Employee shall have the right of access to their personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record. The personnel file shall contain only valid and relevant material. The Employee shall receive a copy of every document before it is placed in the Employee's personnel file, unless it is being submitted by the Employee.
- c) An Employee wishing to view their personnel file must contact the Director of Human Resources. On request, the Employer shall provide a copy of the personnel file to the Employee.

**28.02 Letter of Expectation**

Whenever the Employer deems it necessary to issue a letter of expectation to an Employee, Employees shall have the right to respond in writing within ten (10) calendar days, to the concerns outlined in the letter of expectation. That response shall become part of the letter of expectation. Letters of expectations shall be removed from the Employees' personnel file after twelve (12) months, subject to all expectations being met.

## **ARTICLE 29 ON-CALL HOURS, TEMPORARY ASSIGNMENT AND REASSIGNMENT**

### **29.01 On-Call Hours**

On-call shifts may consist of discretionary hours or replacement shifts and are offered at the discretion of the Employer.

### **29.02 On-Call and Emergency Lists**

Qualified Part-time and Auxiliary staff may request consideration for on-call shifts by requesting that they be placed on the On-Call List for a given location. Staff requesting placement on the On-Call List for a branch/department should offer a reasonable degree of flexibility in covering available shifts, including shifts at peak times.

Alternatively, staff with limited availability may request placement on an Emergency List. These staff would be called based on stated availability and in seniority order if the On-Call List were exhausted.

Supervisors will periodically review the On-Call List and Emergency List.

On-Call staff are responsible for maintaining up to date availability information on the Employer's system.

On-Call staff will be offered shifts based on their stated availability and in the following order of priority:

- Permanent part-time Employees (seniority order)
- Auxiliary Employees who have passed probation (seniority order)
- Probationary Auxiliary Employees (rotation)

Probationary Auxiliary Employees will be offered a minimum of four (4) hours per month to ensure sufficient time to develop familiarity with the work.

### **29.03 Cancellation of On-Call**

- a) By Supervisor - At least twenty-four (24) hours notice will be given of cancellation of on-call work, if work has been scheduled in advance.
- b) By Employee - When an Employee is the successful applicant for a posted position it is the responsibility of that Employee to immediately notify any supervisors that they are unable to fulfill any previously committed on-call shift(s).

### **29.04 Orientation**

The Employer will provide staff sufficient time for orientation at a new branch prior to the first on call shift at that branch. This time may be added as additional hours before the start of the scheduled shift, provided the orientation and necessary replacement work can all be completed within seven (7) hours. Where this is not possible a separate orientation will be required.



## **29.05 Temporary Appointment**

When an Employee in a senior position within a department or branch needs replacement the supervisor will follow the Temporary Appointment process:

- 1) Days one (1) through three (3), appointments will be determined based on department or branch's needs as assessed by the supervisor.
- 2) Planned absences of greater than three (3) days be an automatic appointment from day one (1).  
Unplanned absences of greater than three (3) days, shall be an appointment commencing at day four (4).
- 3) Supervisor appoints, by way of the Temporary Appointment Form, the most senior, qualified Employee within the department. It is expected that the Appointee works the assigned schedule of the senior position. Any hours vacated by the Appointee may be filled, at the supervisor's discretion, from the on-call list.
- 4) If there are no qualified Employees to assume the more senior position, the supervisor may fill shifts using their on-call list.

## **29.06 Reassignment**

When a supervisor has exhausted all on-call lists and still cannot fill a shift, the supervisor may request that a qualified Full Time permanent Employee or Part Time permanent Employees be released from another department, provided that such arrangement is agreeable to that Employee's supervisor. Only permanent, full time and permanent part time staff may put their name forward for reassignment and must notify both the appropriate department supervisors and their own supervisor of their desire to be considered for reassignment. Qualified full Time permanent Employees shall receive first consideration for reassignment.

## **29.07 Risk of Branch Closure**

In emergency cases only, i.e. all staff in a branch get sick on the same day and the branch will close if no on-call staff can be found, supervisors may canvass other supervisors, or their own staff, to see if any staff members, not necessarily on the on-call list, are willing to cover the vacancy.

## **ARTICLE 30 JOB DESCRIPTIONS**

The Employer shall prepare and update as needed, job descriptions for each classification listed in Schedule "A". These job descriptions shall be provided to the Union before implementation. The Employer undertakes to review job descriptions at least annually.

The parties agree that the current terms of reference of the Job Evaluation Committee, which may be from time to time altered by the Job Evaluation Committee, will be deemed attached to and form part of this Agreement (Appendix I).

**ARTICLE 31 TERM OF AGREEMENT**

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

**ARTICLE 32 SUBCONTRACTING**

No permanent full-time Employee employed at the time of ratification of this Agreement shall lose employment or suffer a reduction of hours as a direct result of the Employer subcontracting work.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            ,**2021**.

**ON BEHALF OF:**

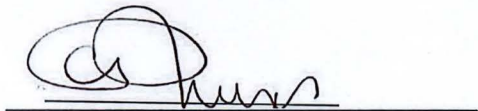
OKANAGAN REGIONAL LIBRARY



Sherry Philpott-Adhikary, Board Chair



Don Nettleton, CEO



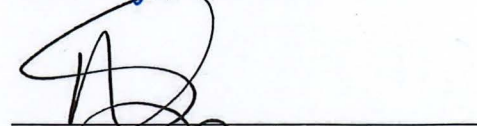
Carla Phillips, Human Resources Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123



Rose Jurkic, President



Amy Smith, 1<sup>st</sup> Vice President



Harry Nott, National Representative

**Job Evaluation Banding Rates  
Updated Mar 11, 2021**

| <b>Point Range</b> | <b>Total Points</b> | <b>Job Title</b>                      | <b>Job Number</b> |
|--------------------|---------------------|---------------------------------------|-------------------|
| 185-214            | 209                 | Page                                  | P305              |
| 215-244            | 222                 | Coop Computer Support Technician      | S611              |
| 245-274            | 246                 | Acquisitions Assistant                | S203              |
|                    | 265                 | Processing Clerk                      | S501              |
|                    | 266                 | Office Assistant I                    | A104              |
| 275-304            | 291                 | Allocations Clerk                     | P602              |
| 305-334            | 308                 | Assistant Community Librarian         | P304              |
|                    | 308                 | Library Access Assistant              | P307              |
|                    | 313                 | Youth Services Assistant – System     | P203              |
|                    | 332                 | Acquisitions Clerk                    | S201              |
|                    | 334                 | Accounts Clerk I                      | A202              |
| 335-364            | 335                 | Admin Assistant – Public Services     | P005              |
|                    | 335                 | Cataloguer                            | S303              |
|                    | 339                 | Van Driver II                         | P603              |
|                    | 352                 | Youth Services Assistant – Branch     | A105              |
|                    | 353                 | Office Assistant II                   | P205              |
|                    | 360                 | Technical Assistant                   | P503              |
| 365-394            | 378                 | Reference Assistant                   | P504              |
|                    | 392                 | Assistant Supervisor                  | P302              |
| 395-424            | 402                 | Library Technician                    | S301              |
|                    | 403                 | Payroll Administrator                 | A203              |
|                    | 416                 | Systems Analyst                       | S610              |
|                    | 417                 | Graphic Technician                    | A401              |
|                    | 418                 | Community Librarian I                 | P103              |
| 425-454            | 425                 | Branch Services Supervisor            | P306              |
|                    | 445                 | Senior Payroll Administrator          | A201              |
|                    | 453                 | Integrated Library Systems Technician | S603              |
| 455-484            | 468                 | Community Librarian II                | P104              |
|                    | 470                 | System Circulation Coordinator        | P300              |
|                    | 480                 | System Materials Handling Coordinator | P601              |
|                    | 498                 | Systems Administrator                 | S604              |
|                    | 498                 | Network Administrator                 | S605              |

\*These Banding/Rates are subject to review by the Joint Job Evaluation Committee

### SCHEDULE "A" – PAY GRID

|             | Bands   | Position Banding | Job Title                             | Jan 1, 2021<br>2% |         | Jan 1, 2022<br>2% |         | Jan 1, 2023<br>2% |         |
|-------------|---------|------------------|---------------------------------------|-------------------|---------|-------------------|---------|-------------------|---------|
|             |         |                  |                                       | Start             | Job     | Start             | Job     | Start             | Job     |
| <b>S10</b>  | 185-214 | 209              | Page                                  | \$16.45           | \$16.45 | \$16.78           | \$16.78 | \$17.12           | \$17.12 |
| <b>S20</b>  | 185-214 | 214              | Interlibrary Loans Clerk - I          | \$20.51           | \$21.52 | \$20.92           | \$21.95 | \$21.34           | \$22.39 |
| <b>S25</b>  | 215-244 | 222              | Acquisitions Data Entry Clerk I       | \$21.38           | \$22.40 | \$21.81           | \$22.85 | \$22.24           | \$23.30 |
| <b>S30</b>  | 245-274 | 265              | Processing Clerk                      | \$22.22           | \$23.32 | \$22.66           | \$23.78 | \$23.11           | \$24.26 |
|             |         | 266              | Office Assistant I                    | \$22.22           | \$23.32 | \$22.66           | \$23.78 | \$23.11           | \$24.26 |
|             |         | 268              | Circulation Assistant                 | \$22.22           | \$23.32 | \$22.66           | \$23.78 | \$23.11           | \$24.26 |
| <b>S40</b>  | 275-304 | 286              | Allocation Clerk                      | \$23.05           | \$24.21 | \$23.51           | \$24.70 | \$23.98           | \$25.19 |
|             |         | 291              | Acquisitions Clerk I                  | \$23.05           | \$24.21 | \$23.51           | \$24.70 | \$23.98           | \$25.19 |
| <b>S50</b>  | 305-334 | 308              | Assistant Community Librarian         | \$23.90           | \$25.08 | \$24.38           | \$25.58 | \$24.86           | \$26.10 |
|             |         | 313              | YS Assistant - System                 | \$23.90           | \$25.08 | \$24.38           | \$25.58 | \$24.86           | \$26.10 |
|             |         | 325              | Cataloguer                            | \$23.90           | \$25.08 | \$24.38           | \$25.58 | \$24.86           | \$26.10 |
|             |         | 334              | Accounts Clerk I                      | \$23.90           | \$25.08 | \$24.38           | \$25.58 | \$24.86           | \$26.10 |
| <b>S60</b>  | 335-364 | 335              | Admin Asst - Public Services          | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
|             |         | 339              | Van Driver II                         | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
|             |         | 348              | Office Assistant II                   | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
|             |         | 349              | Technical Assistant                   | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
|             |         | 351              | Acquisitions Clerk II                 | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
|             |         | 352              | YS Assistant Branch                   | \$24.76           | \$25.98 | \$25.25           | \$26.50 | \$25.76           | \$27.03 |
| <b>S70</b>  | 365-394 | 378              | Reference Assistant                   | \$25.59           | \$26.90 | \$26.10           | \$27.44 | \$26.63           | \$27.98 |
|             |         | 392              | Assistant Supervisor                  | \$25.59           | \$26.90 | \$26.10           | \$27.44 | \$26.63           | \$27.98 |
| <b>S80</b>  | 395-424 | 402              | Library Technician                    | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
|             |         | 403              | Payroll Administrator                 | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
|             |         | 404              | Graphic Technician                    | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
|             |         | 411              | Circulation Supervisor                | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
|             |         | 416              | Systems Analyst                       | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
|             |         | 418              | Community Librarian I                 | \$26.43           | \$27.77 | \$26.96           | \$28.33 | \$27.50           | \$28.90 |
| <b>S90</b>  | 425-454 | 425              | Branch Services Supervisor            | \$27.24           | \$28.70 | \$27.79           | \$29.28 | \$28.34           | \$29.86 |
|             |         | 438              | Network Administrator                 | \$27.24           | \$28.70 | \$27.79           | \$29.28 | \$28.34           | \$29.86 |
|             |         | 438              | Systems Administrator                 | \$27.24           | \$28.70 | \$27.79           | \$29.28 | \$28.34           | \$29.86 |
|             |         | 454              | Integrated Library Systems Tech       | \$27.24           | \$28.70 | \$27.79           | \$29.28 | \$28.34           | \$29.86 |
| <b>S100</b> | 455-484 | 463              | System Circulation Coordinator        | \$28.16           | \$29.64 | \$28.73           | \$30.23 | \$29.30           | \$30.84 |
|             |         | 468              | Community Librarian II                | \$28.16           | \$29.64 | \$28.73           | \$30.23 | \$29.30           | \$30.84 |
|             |         | 472              | System Materials Handling Coordinator | \$28.16           | \$29.64 | \$28.73           | \$30.23 | \$29.30           | \$30.84 |

## **SCHEDULE "B"**

As set out in Article 23 – Benefits: The Benefits Plans are deemed attached to and form part of this Collective Agreement.

However, it was agreed by the Parties not to reprint the Benefit Plans booklet in the Collective Agreement as copies are available from the payroll department, the Employer and/or the Union.

## **APPENDIX "I"**

As set out in Article 30: Job Descriptions – Terms of Reference of the Job Evaluation Committee are deemed attached to and form part of this Agreement.

However, it was agreed by the Parties not to reprint the Terms of Reference in the Collective Agreement as they are available from members of the Job Evaluation Committee, the Employer and/or the Union.

**LETTER OF UNDERSTANDING #1**

BETWEEN

OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123

**RE: GRANT-FUNDED PROGRAM(S)**

The following terms shall apply to all grant-funded employment programs:

- 1) Employees must meet the criteria of the funding agency and job description.
- 2) All grant-funded positions are temporary positions and this fact will be noted on postings.
- 3) Pay, hours and benefits shall be as mutually agreed, in writing, by the Parties and shall be established prior to the position being filled.
- 4) Current Employees who meet the funding agency's requirements shall be given consideration before non-Employees. If hired, the Employee shall return to the Employee's regular position on termination of the grant-funded position. Current Employees shall continue to accrue seniority and be entitled to benefits for the duration of the position.
- 5) Employees hired from outside the Library shall not be entitled to Seniority (Article 12) and Layoff and Recall (Article 13).
- 6) Employees shall be union members, union dues shall be deducted and all other terms and conditions of the Collective Agreement apply.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            ,2021.

**ON BEHALF OF:**

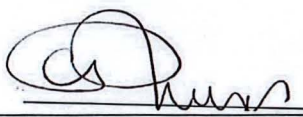
OKANAGAN REGIONAL LIBRARY



Sherry Philpott-Adhikary, Board Chair



Don Nettleton, CEO



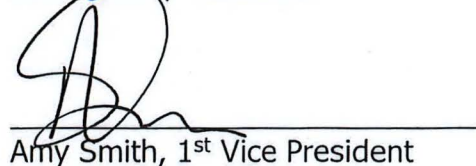
Carla Phillips, Human Resources Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123



Rose Jurkic, President



Amy Smith, 1<sup>st</sup> Vice President



Harry Nott, National Representative



**LETTER OF UNDERSTANDING #2**

BETWEEN

OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123

**RE: Timing of breaks North Shuswap Branch**

This Letter of Understanding pertains only to the application of Article 16.04 to Employees in the North Shuswap Branch.

The Library and the Union agree that the objective is to allow for 5 consecutive open, staffed hours of operation. Staff shall take their break(s) outside of the Branch's 5 open hours of operation.

Either party may call for this Letter of Understanding to be revisited with thirty days' notice.

This Letter of Understanding shall not otherwise affect the application of the collective agreement to the North Shuswap or any other Branch or the rights and entitlements of the Library or the Union.

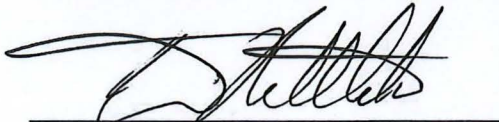
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            ,**2021**.

**ON BEHALF OF:**

OKANAGAN REGIONAL LIBRARY



Sherry Philpott-Adhikary, Board Chair



Don Nettleton, CEO



Carla Phillips, Human Resources Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123



Rose Jurkic, President



Amy Smith, 1<sup>st</sup> Vice President



Harry Nott, National Representative

## **LETTER OF UNDERSTANDING #3**

BETWEEN

OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123

### **RE: IT Co-op Student(s)**

On a without precedent and without prejudice basis, the parties agree to the following terms with regard to co-op students in the IT department.

- 1) To be eligible to be hired as a co-op student, the student must, at the time of hiring, be registered in a post-secondary cooperative work program and meet the criteria of the job description.
- 2) All co-op student positions are temporary, Term Employee positions and this fact will be noted on postings. The employment of the student shall not exceed three (3) post-secondary school semester work terms unless the student is hired into a regular position.
- 3) Pay rate shall be comparable to that paid to the IT CO-OP by major local area Employers such as School District 23.
- 4) The co-op student positions shall be created as temporary positions from time to time and will be filled at the ORL's discretion without posting by hiring college/university students under the co-op program for computer studies applicable to the college or university.
- 5) Co-op students hired from outside the Library shall not be entitled to Seniority (Article 12) and Layoff and Recall (Article 13) while employed as co-op students. Should they be hired into a regular position, they shall be credited with half the number of hours worked in their co-op position within the prior calendar year.
- 6) Employees shall become Union members; Union dues shall be deducted, and all other terms and conditions of the Collective Agreement apply. Co-op students shall not receive the entitlements contained in Articles 20, 21, 22, 23, and 24 of the Collective Agreement.

- 7) In the event that the student does not for any reason(s), within the ORL's discretion, meet the expectations of the position, the student will be dealt with according to the post-secondary institution's processes between the Employer and the post-secondary institutions cooperative program coordinator. Articles 8, 9, and 10 of the Collective Agreement shall not be available to the Union or the co-op student in this event.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            ,2021.

**ON BEHALF OF:**

OKANAGAN REGIONAL LIBRARY



Sherry Philpott-Adhikary, Board Chair



Don Nettleton, CEO



Carla Phillips, Human Resources Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123



Rose Jurkic, President



Amy Smith, 1<sup>st</sup> Vice President



Harry Nott, National Representative

## **LETTER OF UNDERSTANDING #4**

BETWEEN

OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123

### **RE: IT Administrator and Analyst – Market Adjustment**

Whereas the parties agree that, as the sole bargaining agent for its members, all alterations to the collective agreement must be negotiated exclusively with the union and not with any individual or groups of its members.

And whereas on Sept 22, 2008 the parties agreed to a market adjustment for the IT Administrator and Analyst positions. This LOU shall constitute the terms of that agreement.

The adjustment includes a stipend of, eight dollars and forty-nine cents (\$8.49) per hour for System/Network Administrators six dollars fifty-nine cents (\$6.59) per hour for Integrated Library System Administrators and four dollars and forty-four cents (\$4.44) per hour for System Analysts.

These stipends shall continue to be incorporated into the rate for these positions and included in any increases reached through collective bargaining.

Any future market adjustments negotiated by the parties for these or any other positions must fall outside of, and in no way impact the collective bargaining process.

This Letter of Understanding shall not otherwise affect the application of the collective agreement or the rights and entitlements of the above referenced positions nor the Union.

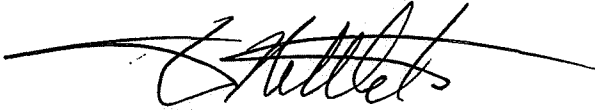
Either party may call for this Letter of Understanding to be revisited with (90) ninety days' notice.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            ,2021.

**ON BEHALF OF:**  
OKANAGAN REGIONAL LIBRARY



Sherry Philpott-Adhikary, Board Chair

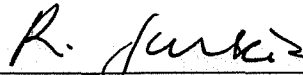


Don Nettleton, CEO

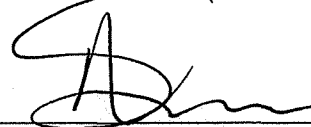


Carla Phillips, Human Resources Director

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123



Rose Jurkic, President



Amy Smith, 1<sup>st</sup> Vice President



Harry Nott, National Representative

**LETTER OF UNDERSTANDING #5**

BETWEEN

OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT (EMPLOYER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123 (UNION)

**RE: Peer Navigators Pilot Project**

**WHEREAS**, the Employer wishes to participate in a program referred to as the Peer Navigator Program (PNP), which shall be administered by People Employment Services

**AND WHEREAS**, the PNP will directly impact the working environment and conditions of the members of the Union.

**THEREFORE**, the parties agree to the following purpose and terms:

**Purpose:** The parties agree that the objectives of the PNP would benefit the community and the Library. The aim of the Peer Navigator Pilot project is to assist and better interact with marginalized members of the community by providing a wide variety of services to the target group.

**Terms:**

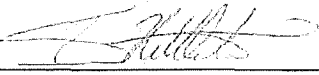
1. The pilot project will be based out the of Kelowna Branch of the Okanagan Regional Library, unless otherwise agreed by the parties.
2. Peer Navigators will be employees hired and managed by the People Employment Services.
3. The Employer shall ensure the Peer Navigators interactions within the Library and amongst union staff follows Library policies and procedures including ORL COVID-19 safety protocols.
4. The program will have regular evaluations and assessments at the request of either party to see how it is meeting its goals and objectives
5. The Employer acknowledges their responsibilities to ensuring a safe working environment which includes third party interaction such as those individuals involved in the PNP.
6. The Employer acknowledges that this letter of understanding in no way impedes the union of exercising its rights under the grievance procedure of the collective agreement which may relate to and or include the involvement of the PNP.
7. The People Employment Services shall be required to complete the necessary background checks on individuals hired to ensure that any peer navigators in the Library space meet legal requirements necessary for working in libraries and with children.
8. The Employer shall conduct an orientation with library staff to communicate what the peer navigator program is about and ensure staff understand how it will operate within Library space.

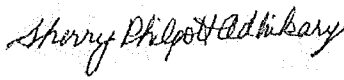
This Letter of Understanding shall take effect upon signing and shall remain in effect for the three year term.


This Letter of Understanding may be renewed at the end of this period by mutual written agreement of both parties

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **2<sup>nd</sup> of February 2021**

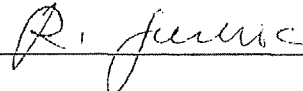
**ON BEHALF OF:**  
OKANAGAN REGIONAL LIBRARY


  
\_\_\_\_\_  
Don Nettleton, Chief Executive Officer

  
\_\_\_\_\_  
Board

  
\_\_\_\_\_  
Carla Phillips, Human Resources Director

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1123

  
\_\_\_\_\_  
Rose Jurkic, President

  
\_\_\_\_\_  
Amy Smith, 1<sup>ST</sup> Vice President

  
\_\_\_\_\_