

**COLLECTIVE AGREEMENT**

**between the**

**FORT ST. JOHN PUBLIC LIBRARY ASSOCIATION**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2011 to June 30, 2014**

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**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

(a) The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote mutual interest of the Employer and its employees.

(b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the Library membership and that there is an obligation on each party for the continuous and efficient performance of such service, within the terms and conditions of this Agreement and for its duration.

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. Any new provision so negotiated shall not be intended to circumvent the intention of the legislation. If agreement is not reached, the matter shall be sent to arbitration as provided for in Article 8.

**1.3 Conflict with Regulations**

In the event there is a conflict between the contents of the Agreement and any regulation made by the Employer or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

**1.4 Discrimination and Harassment**

(a) Discrimination - Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate on the grounds of race, colour, age, creed, sex, religion, marital status, nation origin, physical or mental disability, sexual orientation, political beliefs, criminal or summary offence unrelated to their employment.

(b) Harassment - In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case, and resolution of the problem.

(c) The personal rights of employees shall be respected by both parties and in recognition thereof the parties agree that all included and excluded employees have the right to work in an environment free from sexual harassment.

**1.5 Sexual Harassment in the Workplace**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

(b) Sexual harassment means engaging in a course of sexually provocative comments or conduct of a nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

(1) Sexual solicitation or advance or inappropriate touching and sexual assault.

(2) A reprisal or threat of reprisal which might reasonably be perceived as placing a condition or a sexual nature on employment.

(c) Any alleged complaint may be processed at Step 3 of the grievance procedure.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

**2.1 Bargaining Unit Defined**

(a) This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified as described in the certification issued September 15, 1993 save and except Library Director.

(b) During the life of this Agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement the Union may pursue the matter through the relevant sections of the *Labour Relations Code*.

**2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the certification, issued on September 15, 1993 applies.

**2.3 Correspondence**

Correspondence or any notice required to be given by one party to the other shall be mailed or delivered by hand as follows:

(a) In the event of correspondence to the Employer:

Fort St. John Public Library Association  
10015 100th Avenue  
Fort St. John, BC V1J 1Y7  
ATTENTION: Library Director

(b) In the event of correspondence to the Union:

(1) B.C. Government and Service Employees' Union  
10251 - 100th Street  
Fort St. John, BC  
V1J 3Y8

(2) A copy will be forwarded to the appropriate steward.

**2.4 Work of the Bargaining Unit**

The Employer agrees that work shall not be assigned to excluded staff that directly results in the layoff of bargaining unit members or directly results in the lack of recall of members of the bargaining unit.

**2.5 No Other Agreement**

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

**2.6 No Discrimination for Union Activity**

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

**2.7 Recognition and Rights of Stewards**

(a) Union stewards selected by the Union, shall be recognized by the Employer as follows:

- one (1) steward;
- one (1) alternate steward.

(b) Each party to this Collective Agreement shall keep the other party informed of its representatives.

(c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before undertaking discussions or leaving their immediate work area. Such permission will not be unreasonably withheld. Only one (1) steward will act at any one (1) time. On resuming his/her normal

duties, the steward shall notify his/her supervisor. It will not be the intention of the Union to conduct stewards meetings during normal working hours.

## **2.8 Bulletin Boards**

A bulletin board will be provided for union notices.

## **2.9 Strikes/Lockouts**

The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage, or participate in any strike (i.e., walkout, suspension of work, or slowdown or other actions as defined in the *Labour Relations Code*) on the part of any employee or group of employees during the life of this Agreement.

## **2.10 Picket Lines**

It shall not be a violation of this Agreement or cause for disciplinary action or discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines. Notwithstanding the above, employees acknowledge their responsibility to secure cash and other negotiables.

## **2.11 Time Off for Union Business**

(a) As operational requirements permit, leave of absence without pay and without loss of seniority may be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice (usually two [2] weeks except in emergencies) prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld. No overtime bonuses will be paid.

## **ARTICLE 3 - CHECK-OFF OF UNION DUES**

### **3.1 Union Security**

(a) All current members and new employees shall, as a condition of employment, maintain membership in good standing in the Union.

(b) All employees, both present and future, must authorize the Employer, in writing, to deduct union dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so



deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's bylaws.

(c) Deductions shall be made semi-monthly, as applicable, and remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the subsequent month.

(d) The Employer shall provide to each employee, without charge, an accounting of deductions made under this article, suitable for use as a receipt for income tax purposes.

**3.2 Employer and Union to Acquaint New Employees**

The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and introduce all new employees to the steward, so that the steward may present a copy of the Collective Agreement to the new employee. This introduction shall usually take place during the first five (5) days of employment of all new employees.

**ARTICLE 4 - MANAGEMENT RIGHTS**

(a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.

(b) Management retains all management rights that were hitherto exercised and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.

**ARTICLE 5 - DEFINITION OF EMPLOYEES**

**5.1 Probationary Period**

All regular employees shall be considered probationary for the first three (3) calendar months of employment. This period may be extended by mutual agreement between the Employer and the Union.

**5.2 Full-Time Regular**

All employees hired to work on a regular full-time basis of thirty (30) to thirty-seven and one-half (37½) hours per week.

**5.3 Part-Time Regular Employees**

All employees hired to work one (1) day or more on a regularly scheduled basis, but who work less than full-time hours.

**5.4 Casual Employees**

All employees hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business.

**ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE**

**6.1 Establishment of Committee**

(a) The parties agree to the establishment of a standing committee, called the Labour/Management Relations Committee. The purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, discuss any subjects of mutual interest arising out of this Collective Agreement.

- (b) The Committee shall consist of two (2) representatives from the bargaining unit appointed by the Union and two (2) representatives appointed by the Employer. Each party to this Agreement shall keep the other party informed of its representatives.
- (c) Committee meetings will be held at the request of either party upon submission of an agenda of topics to be discussed.
- (d) The Union and the Employer will alternate as Chair when meetings are held.
- (e) Any issues regarding occupational health & safety shall be dealt with through the Labour/Management Relations Committee.

**6.2 Meetings of Committee**

Each party shall present an agenda of items to be discussed to the other party not less than five (5) days prior to each meeting. Such meetings will normally be scheduled during regular working hours and those persons designated by the Union shall not suffer loss of pay in the performance of his/her duties under this article. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

**6.3 Jurisdiction of Committee**

Both parties have the right to refer any matter or proposal discussed at the Labour/Management Relations Committee meeting to their respective Principals for further direction, advice or ratification.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.1 Grievance Procedure**

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

**7.2 Step 1**

The employee involved shall first take up the grievance with the Library Director within fourteen (14) calendar days of when the grievance was known or ought to have been known. The employee may be accompanied by an office steward.

**7.3 Step 2**

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the employer representative within twenty-one (21) calendar days following the decision rendered at Step 1. The grievor, along with the office steward, shall meet with the designated management persons to attempt to settle the matter.

Failing settlement within fourteen (14) calendar days of receipt of the grievance at this step, either party may refer the matter to arbitration as provided in Article 8.

**7.4 Union and Employer Grievance**

In the event a grievance is initiated by the Employer or the Union, the initiating party shall notify the other party, in writing, of the nature of the grievance and such notice shall be given within thirty (30) days of when the grievance was known or ought to have been known, unless the parties agree to an extension of

time. Failing settlement within ten (10) working days of receipt of notice, either party may refer the grievance to arbitration as set forth in Article 8.

### **7.5 Dismissal or Suspension Grievances**

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) days of the date on which the suspension/dismissal occurred, or within fourteen (14) days of the employees receiving notice of dismissal or notice of suspension. All dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

### **7.6 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

### **7.7 Abandonment**

Except as provided in Section 7.9 following, a grievance not initiated or advanced to the next step in this article or Article 8, within the time limits specified, shall be considered abandoned and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

### **7.8 Technical Objections to Grievances**

Except as provided in Article 7.7, it is the intent that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to the equitable principles and the justice of the case.

### **7.9 Extension of Time Limits**

The time limits set forth in this article or Article 8 may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 8 - ARBITRATION**

### **8.1 Arbitration**

- (a) When any difference arises between the parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either party to arbitration within a period of thirty (30) days of the decision being rendered under Article 7.4.
- (b) The parties to this Agreement hereby agree to use the services of a single arbitrator as a means of settling grievances and disputes, from the list in Appendix B.

### **8.2 Expedited Arbitration**

In accordance with Section 104 of the *Labour Relations Code* of British Columbia, either party may refer an unresolved grievance of expedited arbitration as provided therein.

### **8.3 Settlement Officer**

In accordance with Section 87 of the *Labour Relations Code* of British Columbia, either party may refer an unresolved grievance to a settlement officer for assistance in resolving the matter.

#### **8.4 Notification**

The party desiring arbitration under this article will notify the other party, in writing, in accordance with the provisions of Section 7.4 of Article 7. The notice shall set out the questions in the opinion of the party seeking arbitration to be arbitrated.

#### **8.5 List of Arbitrators**

If for any reason the arbitrators listed in Appendix B are not available, the parties to the dispute will thereupon meet within ten (10) working days to decide upon an arbitrator. Failing agreement upon a person willing to act, either party may apply to the Minister of Labour for the Province of British Columbia to appoint an arbitrator.

#### **8.6 Grievance Recommendation**

Upon agreed appointment of an arbitrator, the Arbitrator shall hear the grievance, settle the terms of question to be arbitrated if necessary, and make his/her award, in writing, to each of the parties and the award shall be final and binding. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

#### **8.7 Costs**

Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

#### **8.8 Grievance Recommendation**

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Ron Keras, or a substitute agreed to by the parties, shall at the request of either party;

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference.

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

### **ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION**

#### **9.1 Notice**

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the local union office within five (5) calendar days of the action being taken.
- (b) The discharge of a probationary employee shall be based on suitability of employment with the Employer.

#### **9.2 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such documents placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing any

document from the file of an employee, the existence of which the employee was not aware. Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employees file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

### **9.3 Right to Have a Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which shall be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **9.4 Personnel File**

An employee or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or his/her designate, as the case may be, shall give the Director of the Library adequate notice prior to having access to such file.

### **9.5 Evaluation Reports**

When a formal evaluation of an employee's performance is carried out, he/she shall be given sufficient opportunity, after the interview, to review the evaluation and write his/her own comments on same. Provision shall be made on the evaluation form for the employee's signature, whether agreeing or disagreeing with the evaluation, so indicated in the space provided. No employee may initiate a grievance regarding the contents of the evaluation report unless the signature indicates disagreement with the evaluation. Upon request, the employee shall receive a copy of his/her evaluation. Employee evaluations shall not be changed after employees have signed them without the knowledge of the employees. Any such changes shall be subject to the grievance procedure.

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

Employees shall be credited with service seniority on the following basis:

- (a) seniority for regular full-time employees shall mean length of continuous service with the Employer;
- (b) seniority for regular part-time employees shall be calculated on the basis of hours worked commencing on their first (1<sup>st</sup>) day of employment with the Employer;
- (c) seniority for casuals shall be calculated on the basis of hours worked. Where such an employee becomes a regular full-time or part-time employee, their hours shall be converted to seven and one-half (7½) hour days and be added to their permanent start date. Thus their start date as a permanent employee shall be back-dated earlier than the permanent start date.

### **10.2 Maintenance of Seniority**

- (a) An employee on any authorized leave under the Collective Agreement will maintain his/her seniority date.

- (b) An employee laid off and placed on the recall list under Article 12, will retain his/her seniority during the period of layoff.
- (c) An employee accepting an assignment within the Fort St. John Public Library Association in a position outside the bargaining unit shall retain his/her seniority date for the period of probation in the excluded position. An employee so assigned may return to a position in the bargaining unit commensurate with their seniority and qualification providing that it is done in the probationary period.

### **10.3 Loss of Seniority**

Seniority and all rights under this Agreement will be lost when an employee:

- (a) voluntarily terminates his/her employment;
- (b) is discharged for just cause;
- (c) is on layoff in excess of their contractual right as established in Article 12.3;
- (d) is assigned into an excluded position with the Employer and successfully completes his/her probationary period;
- (e) fails to return from an approved leave of absence within three (3) days;
- (f) refuses a recall to a position for which he/she is qualified.

### **10.4 Status Change**

When an employee's status changes, he/she shall retain his/her seniority.

### **10.5 Additional and Relief Work**

- (a) Regular employees will, in seniority order, have the right of first (1<sup>st</sup>) refusal for additional part-time work for which they are qualified providing it does not disrupt their regular schedule.
- (b) If additional hours of casual work are required as a result of short-term peak periods or leaves of absence then such hours shall be offered on a rotational basis to qualified casual employees.

### **10.6 Seniority Lists**

A current seniority list shall be posted by the Employer by December 31<sup>st</sup> of each calendar year with a copy forwarded to the Union's area office; additionally the Employer shall provide the Union with a seniority list on May 31<sup>st</sup>, of each calendar year.

### **10.7 Determination of Senior Employee**

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

### **10.8 Seniority Upon Transferring into the Bargaining Unit**

Any person employed by the Employer who is promoted or transferred as per Article 11 to a position covered by the Agreement shall be credited for seniority purposes with his/her full seniority entitlement as established under Article 10.1.

## **ARTICLE 11 - JOB POSTINGS**

### **11.1 Job Postings**

- (a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job, title, salary and a brief outline of the duties involved.

- (b) A copy of all job postings within the bargaining unit shall be given to the steward.

## **11.2 Job Applications**

- (a) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting.
- (b) Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in his/her job bid, the vacancy may be filled on a temporary basis until his/her return. Applications submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is lesser.

## **11.3 Appointments**

- (a) The parties recognize that job promotion should increase in proportion to the employee's length of service. In selecting persons for job vacancies the relative skill and ability of those bidding will be considered; where two (2) or more employees have similar skills and abilities, the employee with the greatest seniority shall be selected. In instances when a more senior bargaining unit applicant is not selected for a job posting, the Employer agrees that the successful applicant will possess a demonstrable edge in qualifications.
- (b) Where the senior applicant is not selected he/she shall, upon request, be given reasons for such decision.
- (c) Upon request the Employer shall provide the steward with notification of all job posting awards after notification to the successful applicant.
- (d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

## **11.4 Filling of Vacancies**

It shall be the intent of the Employer to fill bargaining unit job vacancies from within the bargaining unit providing employees who apply for posted positions have the required qualifications. Determination of qualifications shall be the sole responsibility of the Employer. Preference in selection shall be from regular full-time then regular part-time employees.

## **11.5 Trial Period**

All employees who are promoted to fill a posted position shall be placed on a trial period for sixty (60) days actually worked. If the employee is unable to meet the requirements of the new position such an employee shall be returned to his/her former position or one of equal rank. Salary shall be at the job group rate prior to promotion.

## **11.6 Reimbursement for Courses**

- (a) Both parties to this Agreement recognize the importance of professional development. The following rules shall apply to employees who take courses:
  - (1) all courses requested to be taken by the Employer shall be one hundred percent (100%) paid for by the Employer, this includes all associated costs. (e.g. tuition, books, membership fees etc.)
  - (2) employees who take courses approved by the Employer shall have the following cost share arrangements:
    - (i) fifty percent (50%) of course cost paid for by the Employer

- (ii) upon successful completion of course, the Employer shall reimburse the employee their fifty percent (50%) portion.
  - (iii) if the employee fails to pass, or fails to complete, the course, the fifty percent (50%) cost advanced in (i) will be deducted from the employee's pay.
- (b) When the Employer requires an employee to attend a course or courses, leave with pay shall be provided and the employee shall be reimbursed for reasonable and justifiable expenses.
- (c) If an employee is required to attend a course or courses on a regular day off the employee will be offered another day off as mutually agreed upon.
- (d) Where an employee is directed by the Employer to attend programs which are not included in the normal duties of the employee's job, and are outside their regional district location, such that the employee incurs additional child care expenses, the employee may be reimbursed for additional child care expense up to fifty dollars (\$50) per day upon production of a receipt.
- (e) Where an employee, who is not on leave of absence, attends a course directed by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee may be reimbursed for the additional child care expense up to twenty-five dollars (\$25) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) days per calendar year.
- (f) Reimbursement in (d) or (e) shall only apply where no one else at the employee's home can provide the child care.

*\* Regional District shall be designated as Dawson Creek, Fort St. John, Chetwynd and Hudson's Hope.*

### **11.7 Employee Training**

Both parties recognize the importance of providing training opportunities to meet changing work conditions. When funding is available, the Employer shall endeavour to:

- (a) Establish an upgrading and/or training program when new equipment or systems are introduced.
- (b) Trainee - for new hires lacking relevant experience an initial period of job training will be provided during probation.

### **11.8 Notice of Resignation**

Employees are encouraged to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

### **11.9 Orientation**

The Employer shall provide a reasonable orientation period for new hires or incumbent employees who are promoted (who have not already received orientation) in a new position. The purpose of the orientation period will be to familiarize employees with the duties associated with their new position. While in orientation employees will not normally be required to perform functions that are outside of the job duties for their position.

## **ARTICLE 12 - LAYOFF AND RECALL**

### **12.1 Staff Reduction**

- (a) Should the Employer decide to reduce the number of staff, or reduce their hours, the employee with the least amount of seniority in a position shall be laid off from that position. The employee may displace another employee in a position at the same or lower job level position providing he/she has the



skills, knowledge and ability to perform the job functions satisfactorily, and has greater seniority than the employee to be displaced.

(b) An employee choosing to bump must do so within fourteen (14) working days of receiving the layoff notice.

(c) Where, within six (6) months of an employee electing to bump, it is determined that the employee is not suited to the position, the option of layoff and severance shall again be offered.

## **12.2 Notice of Layoff**

Regular employees shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.

## **12.3 Recall List**

A regular employee with six (6) months or more of service who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months.

## **12.4 Recall**

Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing he/she is qualified.

## **12.5 Notice of Recall**

(a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employees last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three (3) calendar days of receiving it, or five (5) working days from when it was post marked. A copy of the recall notice shall be given to the steward.

(b) An employee bypassed under the foregoing conditions in Article 12.5(a) shall be kept on the recall list for his/her remaining recall period.

## **12.6 Regular Part-Time**

Regular part-time employees will not be allowed to exercise their seniority to displace a full-time employee.

## **12.7 Severance Pay**

An employee may elect severance rather than recall. An employee choosing not to bump, pursuant to Article 12.1 above may elect severance pay in accordance with the following:

(a) Regular employees who have successfully completed their probationary period and who are laid off may opt for severance pay based upon years of service. Severance pay shall be calculated at one (1) week of regular pay for every full year of service and prorated for partial years. The employee will not receive an amount in excess of ten (10) weeks salary. Employees who opt for severance pay will not be subject to recall in accordance with Article 12.4. Upon receiving severance pay, an employee will be deemed to have resigned.

(b) Part-time employees shall be prorated at the appropriate payout.

# **ARTICLE 13 - HOURS OF WORK**

## **13.1 Workday and Workweek**

(a) The standard day shift shall be up to seven and one-half (7½) hours per day. The standard workweek shall consist of up to thirty-seven and one-half (37½) hours per week.

(b) *Regular Part-Time Employees* - for the purposes of overtime calculations, regular part-time employees who secure extra shifts shall do so at straight-time rates. However, they shall not work more than five (5) consecutive days per week, seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week without receiving overtime rates.

### **13.2 Work Schedules**

It is agreed that the determination of the starting time of the daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any continuous changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days' notice of such changes to the Labour/Management Relations Committee. Pages' schedules shall be posted two (2) weeks in advance.

However, changes may be made up to the day preceding the scheduled workday and employees affected will be notified of such changes.

### **13.3 Workload**

Issues around workload shall be brought to immediate supervisor for discussion, these issues shall be in written format. The Employer agrees to meet and discuss possible solutions within twenty (20) working days.

### **13.4 Meal Period**

(a) A one (1) hour unpaid lunch period will be provided and taken within the three (3) middle hours of the regular workday. Precise time to be arranged between the Employer and the employees.

(b) A one (1) hour unpaid lunch period will be provided for part-time employees.

### **13.5 Job Sharing**

Should any current full-time employee or any part-time positions that become full-time and should employees choose, an investigation will be done jointly by the Labour/Management Committee to investigate the possibility of job sharing.

### **13.6 Rest Periods**

Two (2) rest periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following: three (3) to five (5) hours worked, one (1) fifteen (15) minute rest period. In excess of five (5) hours worked, two (2) fifteen (15) minute rest periods shall be provided.

## **ARTICLE 14 - OVERTIME**

### **14.1 Authorization of Overtime**

All overtime work must be authorized by the Library Director.

### **14.2 Definitions**

(a) *Overtime* - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.

(b) *Straight-time rate* - means the hourly rate of remuneration.

(c) *Time and one-half* - means one and one-half times (1½x) the straight-time rate.

(d) *Double-time* - means twice (2x) the straight-time rate.

**14.3 Overtime Compensation**

- (a) All time worked in excess of the standard day shift shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two times (2x) the straight-time hourly rate thereafter.
- (b) *Scheduled day off* - time worked by an employee on the employee's scheduled day off shall be paid at double-time (2x) the employee's straight-time hourly rate, subject to Article 13.1(b).
- (c) *Holidays* - time worked on a holiday provided for in Article 15, or a day in lieu of such holiday shall be at double-time (2x).

**14.4 Overtime Meal Allowance**

When an employee works three (3) hours or more overtime, he/she shall be reimbursed for a normal meal and allowed thirty (30) minutes of paid time in which to eat.

**14.5 Right to Refuse Overtime**

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

**14.6 Callout Provisions**

An employee called back to work after having completed a regular day's work, or from vacation, providing the hours are not adjacent to the regular shift shall be paid at the applicable overtime premium specified in this article for a minimum of two (2) hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

**14.7 Pyramiding**

There shall be no pyramiding or compounding of premiums.

**14.8 Payment of Overtime**

Overtime pay shall be paid out by the end of the month following the month in which the overtime was worked.

**ARTICLE 15 - PAID HOLIDAYS****15.1 Paid Holidays**

- (a) The Employer agrees to provide all full-time employees the following statutory holidays, without loss of regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
Easter Sunday	

Or any other day proclaimed by the federal or provincial government as a statutory holiday.

**15.2 Holidays Falling on a Day of Rest or Vacation**

Should one of the statutory holidays fall on an employee's normal day(s) off or during an employee's vacation, the employee shall receive an additional day(s) off, with pay, to be taken at a time mutually agreed between the employee and the Employer, but not longer than ninety (90) calendar days following the date the holiday occurred. Scheduling shall be in accordance with Article 16.6.

**15.3 Qualifying**

To qualify for the compensation under Article 15.1 an employee must:

- (a) have completed thirty (30) calendar days service with the Employer; and
- (b) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

Regular part-time employees shall have statutory holidays prorated in accordance with their hours relative to a full workweek.

**15.4 Casuals**

Casual employees do not receive statutory holidays unless qualifying under the *Employment Standards Act*.

**15.5 Working on a Paid Holiday**

If an employee is required to work on a statutory holiday, he/she shall, in addition to his/her holiday pay be paid at double-time his/her regular hourly rate for all hours worked.

**ARTICLE 16 - ANNUAL VACATION**

**16.1 Definition of Terms**

For the purpose of this article, the calendar year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

**16.2 Vacation Schedule for First Incomplete Year**

Employees earn, but are not entitled to take, vacation during the first six (6) months of service. However, once six (6) months has been completed, they shall be entitled to take any earned vacation prior to December 31<sup>st</sup>.

**16.3 Annual Vacation Entitlement**

All regular employees shall be entitled to an annual vacation as set out below:

- (a) Each employee during the first (1<sup>st</sup>) year up to and including the third (3<sup>rd</sup>) calendar year worked shall receive three (3) weeks paid vacation.
- (b) Each employee during the fourth (4<sup>th</sup>) up to and including the ninth (9<sup>th</sup>) calendar year worked shall receive four (4) weeks paid vacation.
- (c) Each employee during the tenth (10<sup>th</sup>) and subsequent years worked shall receive five (5) weeks paid vacation.
- (d) In addition to the vacation entitlement set out in Article 16.3 a long service vacation leave benefit shall be provided as follows: after the twelfth (12<sup>th</sup>) year of continuous service one (1) additional week of paid leave to be taken during the thirteenth (13<sup>th</sup>) to twenty-fifth (25<sup>th</sup>) year of employment. One (1) additional week of paid vacation to be taken during the twenty-sixth (26<sup>th</sup>) to a maximum of seven (7) weeks.

1-3 years service	3 weeks
4-9 years service	4 weeks
10-12 years service	5 weeks
13-25 years service	6 weeks
26 years service	7 weeks

**16.4 Casual Employee Vacation Entitlement**

Shall be paid in accordance with the *Employment Standards Act*.

**16.5 Vacation Scheduling**

- (a) The Employer will post a vacation schedule during the month of January. Employees' completed forms for vacation selection are to be completed by March 15<sup>th</sup>. Vacations selected subsequent to March 15<sup>th</sup> are not subject to seniority rights.
- (b) Employees shall select their vacation periods by seniority for the first three (3) weeks booked. A minimum of two (2) weeks shall be selected first (1<sup>st</sup>) and thereafter periods shall be a minimum of one (1) week periods.

**16.6 Vacation Pay In Advance**

An advance pay for vacation time may be arranged provided the request is made in writing at least two (2) weeks in advance of the start date of vacation.

**16.7 Vacation Carryover**

An employee may carry over a maximum of ten (10) days vacation to the next year. Those ten (10) carried over days must be used before December 31<sup>st</sup> of the carryover year.

**16.8 Payday During Period of Leave**

Employees may request and receive any cheque which would normally be payable during a period of vacation, or leave of absence.

**16.9 Vacation Credits upon Death**

Earned, but unused vacation entitlement shall be made payable, upon termination due to death, to the employees beneficiary or where there is not beneficiary, to the employees estate.

**16.10 Approved Leave of Absence during Vacation**

When an employee is eligible for sick leave, or bereavement leave, during his/her vacation period, there shall be no deduction from the vacation credits for such leave, upon production of a certificate from a qualified medical practitioner or evidence of death in immediate family. The period of vacation so displaced shall be taken at a mutually agreed time.

**ARTICLE 17 - ILLNESS AND INJURY LEAVE****17.1 Salary Continuation**

All full-time employees will be eligible for sick leave with pay of one point two five (1.25) days per month up to a maximum of fifteen (15) days per year non-cumulative. In the event a weekly indemnity plan is implemented, sick leave with pay shall be granted until the weekly indemnity is triggered. Employees will be allowed to carry over a maximum of fifteen (15) unused sick days into the next year. Part-time employees will be prorated.

**17.2 Family Illness**

In the case of a sudden illness of a child or family member permanently residing at the employees household, and when none at the employees home other than the employee can provide for the needs of the ill child or dependant, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of five (5) days sick leave per year for this purpose.

### **17.3 Leave for Medical/Dental Care**

Where adequate medical/dental facilities are not available, employees shall be allowed to deduct from their credit described in Clause 17.1, the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical/dental care at the centre so requested by their doctor/dentist, for the employee, spouse, dependent child or dependent parent permanently residing in the employees household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services locally. The cost for supplying such written information shall be borne by the Employer.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.1 Bereavement/Compassionate Leave**

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 his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed three (3) working days for a bereavement occurring within the Regional District, and five (5) working days outside of the Regional District. Immediate family is defined as an employee's parent, stepparent, foster parent, fiancé, spouse, child, stepchild, foster child, child's parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, grandparent and any other relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's, brother-in-law, sister-in-law, aunt, uncle, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral. It is understood that a spouse may be of the same gender.

### **18.2 Medical and Dental Care Leave**

The Director shall grant up to two (2) hours off with pay for medical or dental appointments as long as reasonable notice is provided and job requirements permit the leave. Wherever possible, appointments should be made outside of working hours at the least disruptive times. Medical or dental appointments in excess of two (2) hours shall be granted as sick leave.

### **18.3 Jury Duty**

The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

### **18.4 General Leave**

Leave of absence not covered above, will be considered by the Director of Library Services. Such leave requests shall be in writing.

### **18.5 Abandonment of Position**

An employee shall be deemed to have terminated his/her employment where he/she fails to return from an authorized leave of absence within three (3) days.

### **18.6 Elections**

Employees shall be entitled to time off in accordance with the *Elections Act*.

### **18.7 Full-Time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for an employee, elected to the position of President or Secretary/Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

## **ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **19.1 Maternity Leave**

Employee shall qualify for maternity, leave upon completion of his/her probationary period, i.e. three (3) months.

- (a) Upon request, the employee will be granted leave of absence without pay for a period of not more than fifty-two (52) consecutive weeks.
- (b) The period of maternity, leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy, or at a later time subject to (c) below.
- (c) The Employer shall defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following commencement of eleven (11) week period in (b) above, or later as outlined in this clause, such illness or injury shall be covered by available sick leave credits pursuant to Article 17.1.

### **19.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to Subsection 19.2(a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) On return from parental leave, an employee shall be placed in his/her former position, or in a position of equal rank and basic pay.

### **19.3 Adoption Leave**

- (a) Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to fifty-two (52) consecutive weeks following the adoption of a child. The employee shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- (b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

### **19.4 Seniority, Vacation and Benefits**

- (a) A regular employee on maternity, parental or adoption leave shall continue to accrue seniority and sick leave credits, up to a maximum of fifty-two (52) consecutive weeks.

(b) Such employee shall continue to qualify for annual vacation entitlement increases and shall not earn vacation time or pay during such leave. Unused vacation time may be carried over to the following year, notwithstanding Article 16.8.

(c) The Employer, during maternity, parental, and/or adoption leave, shall maintain coverage for Medical, Extended Health, Dental, Group Life, and Long-Term Disability Benefits and shall pay the Employer's share of the premiums upon receipt of the employees share of premiums.

### **19.5 Extension of Maternity, Parental or Adoption Leave**

Maternity, parental or adoption leave may be extended for up to an additional six (6) months without pay and without further seniority or sick leave credits accrual, and without entitlement to paid benefits. The employee may continue to be covered by his/her benefits if he/she pays the premiums in advance to the Employer.

## **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

The Union and the Employer agree that regulation made pursuant to the WCB or any other statute of the Province of BC pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

### **20.1 Joint Occupational Health & Safety Committees**

The Joint Occupational Health and Safety Committee shall be incorporated into the Joint Labour/Management Relations Committee as set out in Article 6.1.

The Committee will be responsible for preparing recommendations to management concerning unsafe working conditions, introduction of a safety education programme and other related matters.

### **20.2 Working Environment**

The parties agree that a safe and clean working environment is necessary in order to carry out work assignments in a satisfactory manner.

### **20.3 Unsafe Work Conditions**

(a) A worker will consult with his/her supervisor before refusing to perform work where he/she has reasonable grounds to believe, and does believe, that the particular work and/or environment is dangerous to his/her health and safety, or the health and safety of another worker or another person. The Employer, or any persons acting on behalf of the Employer, shall not take or threaten any discriminatory action against any employee or employees.

(b) The Employer will not discharge, discipline or otherwise discriminate against any worker participating in any rights provided by this article.

### **20.4 Injury Pay**

An employee who is injured on the job during working hours and who is required to leave for treatment or sent home for such injury shall receive payment for the remainder of his/her shift.

### **20.5 Transportation of Accident Victim**

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

### **20.6 Video Display Terminals**

Employees who operate VDT's on continuous basis shall be entitled to breaks as deemed necessary to relieve the strain on the eyes. The breaks for operating VDT's may take the form of doing other duties, going to the washroom or just walking around the library to relieve the strain of the eyes.



In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Labour/Management Relations Committee:

- (a) In instances where a pregnant employee indicates a concern about working on video display equipment, the Employer will attempt to reassign that employee to work which does not involve exposure to video display terminals.
- (b) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment, however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. However, nothing in this article will be construed as denying a pregnant employee all rights and privileges provided in Article 19 of this Agreement, Maternity Leave. The employee shall request such leave in writing and such leave will be uninterrupted.

## **ARTICLE 21 - JOINT CONSULTATION, ADJUSTMENT PLANS AND SEVERANCE PAY**

### **21.1 Notice**

The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.

### **21.2 Retraining**

Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for training to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee providing funds are available.

### **21.3 Recall or Termination**

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 12, Section 12.3.

### **21.4 Severance**

Severance pay as provided for in Section 21.5 shall be due and payable to a displaced employee immediately upon termination in addition to two (2) weeks' notice or pay, in lieu of such notice, unless the employee is discharged for just cause.

### **21.5 Severance Pay**

- (a) Severance pay shall be paid to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service to a maximum of twelve (12) weeks for full-time employees.
- (b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration of recall.

### **21.6 Red-Circling**

Employees who, for reasons set out in this article, are placed in a position having a lower salary range than for their former position, shall retain their salary. If their salary is higher than the range for the position, they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.

**ARTICLE 22 - HEALTH AND WELFARE**

**22.1 Benefit Plans**

- Medical Services Plan of British Columbia
- \*Extended Health Care to include three hundred dollars (\$300) vision care every twenty-four (24) months for regular full-time and regular part-time employees who work twenty (20) regular hours or more per week
- Dental Plan
- \*Life Insurance equal to two times (2x) annual salary
- \*Accidental Death and Dismemberment to maximum two times (2x) annual salary
- Weekly Indemnity - Payment maximum of three hundred dollars (\$300.) from first (1<sup>st</sup>) day accident/eighth day sickness - total seventeen (17) weeks - disabled for own occupation.
- Long-Term Disability

\*Subject to Cultural Centre Staff Agreement.

<b>Years of Service</b>	<b>Employer Paid Premiums</b>
after 1 year .....	55%
after 2 years.....	60%
after 3 years.....	65%
after 4 years.....	70%
after 5 years.....	75%
after 6 years.....	80%
after 7 years.....	85%
after 8 years.....	90%
after 9 years.....	95%
after 10 years .....	100%

Coverage under the provisions of this article shall apply to all regular full-time employees and all regular part-time employees who work twenty (20) regular hours or more per week and shall commence on the first (1<sup>st</sup>) day of the calendar month immediately following the completion of the employees' probationary period.

**22.2 Pay in Lieu of Benefits**

Casual employees shall receive four percent (4%) in lieu of vacation pay and other benefits provided by statute.

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

**23.1 Rates of Pay**

- (a) Regular employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A of this Agreement. The steps in the salary range are the minimum amounts to be paid an employee in accordance with Section 23.3 of this article and shall not be construed to mean an employee may not be advanced to the next step in the salary range before having the required service.
- (b) When the Employer requests an employee to temporarily substitutes in or performs, the principal duties of a higher paying position, whether it be in a position with the bargaining unit, or a position excluded from the bargaining unit, she/he shall receive the rate for the job; if the substitution extends beyond four (4) hours or is continuous and repetitive.

### **23.2 Rate of Pay on Promotion**

Upon promotion, an employee will receive the rate for the position as established in Appendix A of this Agreement that moves an employee to the step in the range that is higher than the previous salary.

### **23.3 Paydays**

Salaries shall be paid biweekly.

### **23.4 Salary Rate Upon Recall or Demotion**

- (a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for job group as set out in Appendix A of this Agreement.
- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that group as set out in Appendix A of this Agreement.
- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Article 23.1 above.

### **23.5 Mileage, Meal and Accommodation Allowance**

- (a) When an employee is assigned to work, or attend a course, outside the Fort St. John District, he/she will be granted lieu time off if required to travel outside of normal working hours.
- (b) Such an employee is eligible for a vehicle allowance and shall be paid fifty cents (50¢) per km.
- (c) Employees shall be paid the following for meal allowances.

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$26.50

Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.

### **23.6 Supervision Pay**

The two (2) parties agree that when and if a bargaining unit employee is requested to act in a supervisory capacity in the absence of management, and in accordance with Library policy he/she will be paid twenty-five percent (25%) above the base rate.

### **23.7 Group RRSP**

The Employer shall contribute equally to a group RRSP plan. This contribution shall be to a maximum of three percent (3%), contributed jointly between Employer and employee.

This plan shall be voluntary, but once in the plan, employees must remain in the plan without withdrawal of monies until retirement or termination.

## **ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**

### **24.1 Job Descriptions**

Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the local union office shall be notified and a revised rate may be negotiated between the parties.

The effective date for the new rate shall be the date the job was submitted for review.

## 24.2 Classification and Salary Assignment

When a new position is established or the duties of an existing position are significantly change, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

## 24.3 Job Descriptions

The parties agreed that job descriptions will be reviewed and updated if necessary by the employees in consultation with the Director.

The revised job descriptions will then be submitted to the Board for review and approval, within six (6) months of submission.

## ARTICLE 25 - GENERAL CONDITIONS

### 25.1 Inclement Weather

If the Employer sends any employee home due to inclement weather or power outage, the employees will be sent home without loss of pay for the remainder of that day's scheduled shift.

### 25.2 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

### 25.3 Northern Travel Allowance Benefit

#### (a) Full-Time Employees

It is agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for northern travel allowance in the amount of three thousand dollars (\$3000) per year for income tax purposes. The benefit is applicable to only regular permanent full-time employees.

#### (b) Part-Time Employees

It is further agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for part-time employees. The amount shall be prorated at seven percent (7%) of the employee's annual gross salary to a maximum of three thousand dollars (\$3000) per year, whichever is least, for income tax purposes. The benefit is applicable to only regular permanent part-time employees.

*This benefit is subject to the continuance of Fort St. John being deemed a northern community as per the appropriate federal income tax legislation.*

## ARTICLE 26 - TECHNOLOGICAL CHANGE

### 26.1 Preamble

(a) Both parties acknowledge the overall advantages and necessity of technological change and ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

- (c) In light of this mutual recognition the parties have agreed to the following:

### **26.2 Procedure for Implementing Technological Change**

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than twenty (20) days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to (a) above, the Labour/Management Relations Committee, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in (a) will provide the following information:
- (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to Section (d) below.
- (d) Where notice of technological change has been given pursuant to (a) above, regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this article, shall receive their basic pay for the period of training.

### **26.3 Meaning of Technological Change**

For the purposes of this article, "*technological change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

## **ARTICLE 27 - TERM OF AGREEMENT**

### **27.1 Duration**

This Agreement shall be binding and remain in effect from July 1, 2011, to midnight June 30, 2014.

### **27.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2014, but in any event, not later than midnight May 30, 2014.
- (b) Where no notice is given by either party prior to May 30, 2014 both shall be deemed to have given notice under this article on May 30, 2014, and thereupon Article 27.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

### **27.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Article 27.2, they shall, within fourteen (14) calendar days after the notice is given, commence collective bargaining.

### **27.4 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

### **27.5 Agreement to Continue in Force**

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

**27.6 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Kerry France  
Director

\_\_\_\_\_  
Jane Sheldon  
Committee Chair

\_\_\_\_\_  
Lori Phillips  
Board Chair

\_\_\_\_\_  
Jill Baccante  
Committee Member

\_\_\_\_\_  
L.J. Lawson  
Board Trustee, Area B & C Rep

\_\_\_\_\_  
Lorraine Brooks  
Committee Member

\_\_\_\_\_  
Kathleen Weaver  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LETTER OF UNDERSTANDING 1**  
**Re: Existing Benefits and Privileges**

All existing benefits and privileges not specifically changed or removed in the Agreement shall remain in full force and effect for the duration of the Agreement.

**LETTER OF UNDERSTANDING 2**  
**Re: Overtime/Holiday Banking**

Notwithstanding clauses in the Collective Agreement referencing overtime and general holidays, eligible employees may elect to bank this time to a maximum of thirty-seven and one-half (37½) hours.

Employees wishing to utilize the Time Bank must notify the Employer in writing no later than January 31<sup>st</sup> of each year.

Subject to program operational requirements employees upon written request will be allowed time off with pay to be deducted from the Time Bank.

Part-time employees will qualify for banking.

Time Bank shall be revolving.

**LETTER OF UNDERSTANDING 3**  
**Re: Volunteers**

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Library to meet its objectives.

1. Volunteers shall not be paid by the Employer.
2. The Employer agrees:
  - (a) That no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
  - (b) That no employee shall be laid off as a result of the Employer utilizing the services of volunteer(s).
  - (c) That no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).
  - (d) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.
3. Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.
4. Volunteers do not do the following:
  - (a) Reference
  - (b) rapid entries
  - (c) book repairs and book covers
  - (d) overrides
  - (e) memberships
  - (f) overdue related problems
  - (g) data entry into computer
  - (h) interlibrary loan requests
  - (i) fines
  - (j) delivery of story time/programming
  - (k) processing of library materials

**LETTER OF UNDERSTANDING 4**  
**Re: Off Duty Status**

In the event the Library is forced into a temporary closure of thirty (30) calendar days or less, the parties shall meet and agree on what provisions of the Collective Agreement will remain in effect, and what options the employees shall have.

At a minimum, the employees shall be entitled to:

- (1) Remain on benefits cost sharing as per the Collective Agreement.
- (2) Shall be allowed to use vacation time to bridge the closure.
- (3) Accrue seniority.
- (4) Be allowed to borrow up to twenty (20) hours at their current rate of pay.

Additionally, all of the foregoing shall be agreed to prior to any announcement to the public.

**APPENDIX A**  
**Re: Wage Rates**

Position	July 1, 2011	February 13, 2012 6%	July 1, 2012 3%	July 1, 2013 3%
Program Coordinator – Level 1	21.35	22.63	23.31	24.01
Program Coordinator – Level 2	21.83	23.14	23.83	24.55
Program Coordinator – Level 3	23.19	24.58	25.32	26.08
Bookkeeper – Level 1	18.84	19.97	20.57	21.19
Bookkeeper – Level 2	19.33	20.49	21.10	21.74
Bookkeeper – Level 3	20.70	21.94	22.60	23.28
Clerk – Level 1	16.64	17.64	18.17	18.71
Clerk – Level 2	17.44	18.49	19.04	19.61
Clerk – Level 3	18.52	19.63	20.22	20.83
Library Technician – Level 1	18.73	19.85	20.45	21.06
Library Technician – Level 2	19.53	20.70	21.32	21.96
Library Technician – Level 3	20.33	21.55	22.20	22.86
Page – Level 1	10.27	10.89	11.21	11.55
Page – Level 2	\$10.27 + 1.54	11.54	11.89	12.25
Page – Level 3	11.17	11.84	12.20	12.56
Library Clerks – On Call	13.70	14.52	14.96	15.41

**APPENDIX B**  
**Re: List of Arbitrators**

G. Beaulieu  
R. Keras  
B. Foley



**MEMORANDUM OF UNDERSTANDING 1**

**Re: Wage Re-Opener**

The Union and Employer agree that if and when a formal funding agreement is in place from the funding partners which increases Library operating funding, when it is requested by the Union, the parties agree to meet within thirty (30) days to discuss wage rates.

**MEMORANDUM OF UNDERSTANDING 2**

**Re: Taylor Branch**

The Union and Employer agree that upon the opening of the Taylor Branch of the Fort St. John Public Library Association, all employees at the Taylor Branch shall be considered employees of the Fort St. John Public Library Association and shall be covered under this Collective Agreement.

**MEMORANDUM OF SETTLEMENT**

**by and between**

**Fort St. John Public Library Association**

**and**

**B.C. Government and Service Employees' Union (BCGEU)**

Whereas the parties signatory to this Memorandum have pursuant to provincial legislation bargained in good faith and have entered into a tentative agreement in Fort St. John, BC on this 21<sup>st</sup> day of December 2009.

This tentative Agreement, in effect July 1, 2006, includes the current Collective Agreement effective from July 1, 2009 to June 30, 2011 and all signed off documents which are appended to this Memorandum.

The BCGEU and Fort St. John Public Library Association agree to unanimously recommend acceptance to their respective groups.

Any disputes or difficulties arising out of the implementation of this Memorandum shall be referred, first to the bargaining Principals prior to a grievance being initiated by either party.

*Originally signed  
December 21, 2009*