



**COLLECTIVE AGREEMENT
BETWEEN**

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1123

AND

OKANAGAN REGIONAL LIBRARY

January 1, 2011 to December 31, 2013

Effective January 1, 2011 – 1.5% all classifications

Effective January 1, 2012 – 1.5% all classifications

Effective January 1, 2013 – 1.5% all classifications



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EFFECTIVE: January 1, 2011 to December 31, 2013

BY AND BETWEEN: The **OKANAGAN REGIONAL LIBRARY**

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: The **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1123,**
Affiliated with the Canadian Labour Congress

(hereinafter called the "Union")

PARTY OF THE SECOND PART

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 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.

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, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, residence, nor by reason of her/his 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 30 days. Every Employee who is now or hereinafter becomes a member of the Union shall maintain her/his 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 B.C.

(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

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.

ARTICLE 6: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to supply all new Employees with a copy of this Agreement 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 her/him with the Union and the Collective Agreement.

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 Information
The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classification, wage rates, a break down 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 work sites.

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 herself/himself, 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 Technical Services Co-ordinator;
- (b) In the case of Computer Services, with the Computer Services Manager;
- (c) In the case of the Administrative Office , with the Administrative Services Manager;
- (d) In the case of the Accounts Office, with the Financial Manager;
- (e) In the case of the Allocations Department, with the Public Services Manager;
- (f) In the case of Branches, with the Branch Head, or Public Services Manager, 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 her/his 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 Human Resources Manager, 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 Human Resources Manager, 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 Executive Director 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 Executive Director 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 The procedure set in Article 8 and in Article 9 shall be applied, *mutatis mutandis*, where the grievance originates with the Employer.

8.04 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 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 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) man Board will apply.

9.03 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 her/his 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 her/his appointment.

Step 3 - The two arbitrators so appointed, shall confer within five (5) days of their appointment to select a third 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 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 Each party to the grievance shall pay its own costs and expenses of arbitration and one-half the compensation and expenses of the Chairperson of the Arbitration Board and stenographic and other expenses of the Arbitration Board.

9.06 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 An Employee shall have the right to have a shop steward present when they are subject to discipline.

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 her/his 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 has 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 Discharge or suspension of any Employee shall be for proper cause.

10.04 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 Executive Director.

10.05 Should it be found upon investigation that an Employee has been improperly suspended or discharged, such Employee shall be immediately reinstated in her/his former position, without loss of seniority and shall be compensated as soon as possible for all time lost in an amount equal to her/his 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 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 35 hours per week

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

11.02 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.

11.03 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.

11.04 Auxiliary Employee

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

11.05 Pages

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

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 Employees shall be considered to be probationary Employees until they have been continuously employed for three (3) 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. 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 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. 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. At the end of such probationary period, an Employee shall be entered on the seniority list and credited with the accumulated hours worked.

Pages employed prior to the date of ratification shall be entitled to their accumulated seniority for the purpose of applying for posted positions.

New Employees hired as Pages on or after ratification of the current Collective Agreement shall accumulate seniority on an hourly basis (1820 equals one year) and exercise seniority only for the purposes of 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 year for the purpose of this Article is 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 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 her/his 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 who has not worked within one on call period.

ARTICLE 13: LAYOFF AND RECALL

13.01 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.

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 her/his 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 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 months from date of lay-off notice.
- (c) By mutual agreement, an Employee may elect recall to on-call work beyond their community.

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 successful applicant for a job posting shall commence their new duties on the posted start date.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) Employees who are interviewed in the job posting procedure may request a Union Steward to observe.
 - (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. All job postings shall state: "*This position is open to male and female applicants*". 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 **CUPE Staff 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 fulfill 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 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: LONG SERVICE

Employees with a minimum of ten (10) years service who have become unable to handle their regular jobs, subject to approval by the Labour/Management Committee, will be given preference for such other work as is suitable and available.

ARTICLE 17: HOURS OF WORK

17.01 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) The months in which Sunday opening will be implemented are October to March inclusive;

(iii) 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;

(iv) Employees shall continue in the Sunday position from year to year. There is no bumping right when the Sunday opening ends annually in March.

17.02 Hours of Work to be Posted

The hours of work of each Employee shall be posted in an appropriate place.

17.03 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.

17.04 Rest and Lunch Periods

An Employee shall receive a fifteen (15) minute break approximately one-half way through the first part of their shift and another fifteen (15) minute break approximately one-half way through the second part of their shift, provided their shift is six (6) hours or more. If under six (6) hours but four (4) hours or greater, one (1) fifteen-minute paid break will be taken.

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.

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.

17.05 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) workites.

17.06 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 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.

17.07 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.

ARTICLE 18: OVERTIME

18.01 Overtime Rates

Except as provided in Articles 17.06 and 18.03 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 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.

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.

18.02 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 18.01. Not more than one (1) call-out shall be paid for in a two (2) hour period.

18.03 **Van Drivers' Hours**

Notwithstanding Article 18.01, 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 week.

ARTICLE 19: HOLIDAYS

19.01 All Employees shall receive regular pay for the following holidays:

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

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

19.02 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 during the three (3) month period immediately following the holiday.

19.03 For part-time Employees, holiday pay shall be calculated on a prorated basis.

19.04 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.

19.05 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.

19.06 Employees working a modified work week shall not have their pay reduced by virtue of holidays specified in Article 19.01.

ARTICLE 20: ANNUAL VACATIONS

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

- (a) After one (1) calendar year - three (3) calendar weeks of continuous service

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 20.01 (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.

20.02 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.

20.03 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 March 1 in any year. The Employer shall indicate approval of such vacation requests by March 15. **Vacation request submitted after March 1 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, the Employer shall schedule the time off on behalf of the Employee.

20.04 **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.**

20.05 **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.

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

20.07 (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 1827
- D = Full-time Employees vacation entitlement [as per 20.01(a)]

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

ARTICLE 21: SICK LEAVE PROVISIONS

21.01 **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*.

21.02 **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.

21.03 **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 her/his 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.

21.04 **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.

21.05 **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 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.

21.06 **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.**

21.07 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.

21.08 **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.**

21.09 An Employee shall be entitled to use up to **the equivalent of their five (5) 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, child, 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.

ARTICLE 22: LEAVE OF ABSENCE

22.01 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.

22.02 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.

22.03 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 parent, wife, husband, grandparent, mother-in-law, father-in-law, child, grandchild, brother, or sister. For purposes of this definition "wife" and "husband" shall include a common-law spouse.

- (b) In the event of the death of a close friend, 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) One (1) day shall be granted without loss of salary to attend a funeral as a pallbearer.
- (d) In the event of the death of a close relative other than those defined in (a), the Employee shall be entitled to special leave with pay for one (1) day.
- (e) 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.
- (f) **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 22.03(a).**

22.04

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.

22.05

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.

22.06 **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 two (2) weeks' 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 23: PAYMENT OF WAGES AND ALLOWANCES

23.01 **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".

23.02 **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.

23.03 **Payment of Increment**

Increments payable in accordance with Schedule "A" of this Agreement shall be payable effective on the anniversary of the Employee's starting date.

23.04 **Pay Day**

A statement itemizing total wages and deductions shall be provided with each bi-weekly cheque. 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 Saturday and run for a period of two (2) weeks ending at the close of business on Friday. Pay day shall then be on the next following Thursday. Pay days shall then be every second Thursday.

23.05 **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.**

23.06 **Vacation Pay**

Employees shall, upon giving at least ten (10) working days advance notice, receive by direct deposit or cheque, no later than two (2) working days preceding commencement of their vacation, any regular or vacation pay which may fall due during the period of their vacation.

23.07 **Pay For Acting In Senior Capacity**

When an Employee is appointed by the Employer in writing by the Employer to an acting position, they shall be paid at the higher rate back to the first day of such substitution. Existing Employees as on March 15, 1999 who have previously acted in a temporary position shall be paid at the Job Rate when Article 23.07 applies to them. All other Employees shall receive Start Rate under Article 23.07 until they have reached four hundred and fifty-five (455) hours in the position in which they are relieving.

23.08 **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.

23.09 **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.

23.10 **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.
 - (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 100%.
 - (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 100%.

ARTICLE 24: BENEFITS

The Union recognizes the right of the Employer to change carriers for the benefit plans referred to in Article 24. 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".

24.01 **Pension Plan**

Eligible Employees shall participate in one 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.

24.02 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.

24.03 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 fifty percent (50%) of approved schedule of fees.
Effective October 1, 2012:
- (c) Premium costs for the Dental Plan shall be shared on a **seventy percent (70%) Employer and thirty percent (30%) Employee** cost-sharing basis.
Effective October 1, 2013:
Premium costs for the Dental Plan shall be shared on a seventy five percent (75%) Employer and twenty five percent (25%) Employee cost-sharing basis.
- (d) Employees who are employed half time or more (17.5 hours per week) are eligible to participate in the Dental Plan. Participation is optional for Employees covered by a comparable plan.
- (e) Plan "C" (Orthodontics), with two thousand dollar (\$2,000.00) lifetime limit.

24.04 Group Life Plan

The group life plan shall provide two times (2x) annual salary for Employees, with a minimum of \$10,000.00. 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.

24.05 **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.** A joint committee shall be established and shall consist of equal representatives from each Employee group.

ARTICLE 25: TECHNOLOGICAL CHANGE

25.01 **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.

25.02 **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.

25.03 **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.

25.04 **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.

25.05 **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 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 her/his 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 26: HEALTH & SAFETY

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

ARTICLE 27: 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. 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, whether male or female;
- (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 Executive Director to discuss said allegations, and failing resolution under this clause;
 - (ii) the Employee may initiate a grievance under this clause at any step of the Grievance procedure. Grievances under this clause will be handled within thirty (30) days.

ARTICLE 28: 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 29: GENERAL

29.01 Personnel File

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.

An Employee wishing to view their personnel file must contact the Human Resources Manager.

ARTICLE 30: ON-CALL GUIDELINES

Article 30 On-Call

30.01 Definition

On-Call hours are:

- a) Hours of work, which become temporarily available as a result of absence of a regularly scheduled Employee due to illness, vacation leave, leave of absence, etc.
- b) The on-call procedure is generally used to replace staff in entry level positions where experience is not required in the job description. When replacing a more senior position, a supervisor may choose to use the temporary appointment procedure.
- c) Part-time Employees who so desire will be placed on an "on-call" list for work outside their regular posted hours. Such work is not to exceed seven (7) hours in one (1) day and thirty-five (35) HOURS PER WEEK. These Employees will be paid at straight time whether the call-in was with prior notice or without prior notice.
- d) When an Employee is called to work for an Employee who is covered by Article 17.06, the same provisions of that Article will apply to the call-in.
- e) Article 18.02 will remain in effect for those Employees not on the "on-call" list who are called to work without prior notice, outside their regular posted hours.

30.02

Purpose of On-Call Hours

- a) TO KEEP THE BRANCH OR DEPARTMENT RUNNING AS SMOOTHLY AND EFFICIENTLY AS POSSIBLE IN THE ABSENCE OF REGULARLY SCHEDULED STAFF.
- b) To ensure internal and external customers are served, ensuring that routines affecting the library system are completed daily.
- c) To ensure auxiliary staff are kept up-to-date (minimum four hours per month [system wide] per auxiliary Employee).

30.03

Determining Need for On-Call Hours

- a) The supervisor in each branch or department will determine whether or not absent staff must be replaced for either the full shift or a portion of the shift. Based on what the supervisor deems is necessary, the hours will be offered to the most senior Employee. The supervisor cannot "split" a shift and book two people for coverage. The entire block of time will be offered to the most senior person available. Any subsequent hours vacated will be offered as a block in seniority order

30.04 Applying for On-Call Work

- a) Qualified, permanent part-time and auxiliary staff must inform the supervisor of each department and/or branch that they wish to be placed on the on-call list. Staff must complete and submit the ORL-HR-108 form. A separate form must be completed for each supervisor of the department in which the staff member wishes to work on-call. A list of supervisors of departments/branches maintaining on-call lists is on page 2 of this form. Those putting their names forward for an on call period must be available and willing to work for the entire period.
- b) On-call staff must be prepared to perform, or to be trained to perform, all the requirements of any position applied for.
- c) Supervisors should contact the Human Resources Manager if they are unsure if a staff member's qualifications match the requirements of the job description for the position in question. If necessary, supervisors may interview applicants to determine qualifications. Prior to scheduling any interviews, supervisors must inform the Human Resources Manager of their intent to interview.
- d) The year is broken into three on call periods.
 - January 15th for the February 1st list
 - May 15th for the June 1st list
 - September 15th for the October 1st list
- e) Any late applications from those permanent Employees with seniority will be added to the bottom of the "with seniority" portion of the on-call list. "An Employee accepting a posting shall be permitted to put their name on the on-call list in seniority order (Permanent Employees only), effective the start date of the new position."
- f) Staff applying for on-call hours are responsible for ensuring the information on the form is accurate and that they inform the appropriate supervisor(s) when any contact information changes. They are responsible for ensuring they do not work more than seven hours per day or more than 35 hours per week.
- g) Auxiliary staff on an on-call list will notify the Human Resources Manager if they have not worked a minimum of four hours (system wide) in the past calendar month.
- h) Auxiliary Employees will accrue vacation time as per Article 20.04 of the collective agreement. Sick leave is accrued as per Article 21.02.
- i) Applying for Reassignment - Full Time Employees, Article 30.02(b)(ii)
 - "FULL TIME EMPLOYEES WHO WANT TO PUT THEIR NAME FORWARD FOR POSSIBLE REASSIGNMENT MAY DO SO BY SUBMITTING A COMPLETED ON-CALL FORM. SUCH REASSIGNMENT MAY ONLY TAKE PLACE IF NO OTHER AUXILIARY OR PART TIME STAFF ON THE ON-CALL LIST ARE AVAILABLE."
- j) Employees putting their name forward for reassignment must meet the qualifications listed in the job description. Reassignment can take place

within a department, between departments, or between branches. In order for reassignment to occur, both supervisors must be in agreement.

30.05 The On-Call List

a)With the exception of Mission and Rutland branches or department supervisors are responsible for the on-call list for their branch or department. Mission's and Rutland's on-call lists will be managed by the Kelowna Branch Circulation Supervisor.

b)Supervisors must complete and post an on-call list as of February 1, June 1, and October 1 of each year based on the ORL-HR-108 forms they receive. Supervisors will inform applicants for on-call work if they are not qualified for placement on the on-call list before the list is posted.

c)Supervisors will e-mail their on-call list, via the global list CUPE Staff list within two (2) weeks of the cut-off date.

d)The on-call list for each branch or department will be arranged in seniority order. On-call staff without seniority, will be called on a rotational basis until they have passed their 6 month probation.

30.06 Recall Procedure Article 13.03(B)

a)"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 the available work. Where such work is available, it shall be assigned to laid off Employees prior to on-call Employees.

b)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 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 to on-call shall be in effect no longer than twelve months from the date of lay-off notice."

30.07 General Procedures for Calling Staff

a)When a supervisor determines that on call hours are needed to replace a regularly scheduled shift, the hours will be offered in order of seniority. Staff who are on the on-call list, and already working in a branch/department that day, will be offered the shift with greater hours in order of seniority. Should subsequent shifts become available as a result, the supervisor will continue to fill in order of seniority until staffing needs are met.

b)The supervisor shall start at the top of the on-call list in order of seniority and call Employees at either the two telephone numbers listed, or at one telephone number and the email address listed on the ORL-HR-108 form. Employees

must choose one contact method or the other (ie: either the two numbers or the number/email) and indicate their preference on the On Call form.

c)Should no Employee with seniority on the Permanent or Auxiliary lists be available, the supervisor will work through the list of probationary auxiliary staff without seniority on a rotating basis per location/department.

d)Employees not reached in person, shall be left messages. Employees are expected to respond ASAP within 24 hours. No response within 24 hours will be considered a negative response.

e)For on-call work that needs to be scheduled urgently, the supervisor shall start calling as outlined above, until the position is filled. If Employees cannot be reached in person, the supervisor will leave a message and continue to call from the list. The first person to respond positively will be offered the work.

f)When a block of shifts becomes available, e.g. two week vacation period, the same process as # 2 above applies. The Employee does not have to accept the entire block of shifts, but instead may select only those shifts for which the Employee is available. The supervisor then continues down the list until all shifts in the block are filled.

g)Alternatively, the supervisor may elect to use the temporary appointment procedure (see page 6j).

h)Supervisors must post, or otherwise make available to staff, a revised work schedule for replacement work.

i)Shifts may be filled up to three calendar months in advance for pre-planned absences that do not require posting. A decision on awarding an on call shift shall not be reversed due to changes in the on call list.

j)When an Employee accepts an on-call shift, the Employee has an obligation to work the shift. The only exceptions are:

A.) AN EMPLOYEE ACCEPTS A POSTED POSITION WHICH RESULTS IN THEM BEING UNABLE TO MEET THE ON-CALL OBLIGATION. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO NOTIFY THE SUPERVISOR THAT HE/SHE IS NO LONGER AVAILABLE FOR THAT SHIFT.

OR

B.) IF EMPLOYEES ARE UNABLE TO WORK THE SHIFT DUE TO ILLNESS, ETC. THEY WILL BE PAID FOR THE SHIFT.

K)STAFF WITH SENIORITY

"Unless prior arrangements are made, three (3) negative responses in an on-call period, will mean the person's name will be taken off the on-call list until the next renewal."

l) Staff without Seniority

“Unless prior arrangements are made, three (3) negative responses in an on call period in union branches will mean the person's name will be withdrawn from the on-call list, and they will no longer be employed by the library.”

m) Responses Not Considered Negative

- Illness or personal emergencies.
- Prior notification of scheduled commitment

n) On-call staff not available for work on a particular day in one branch or department shall be considered unavailable for work in all work units that day system wide.

30.08 Special Cases

a) If the on-call hours available are less than a four hour shift, but the supervisor determines they must be filled, the on-call hours will be offered to qualified staff already working in the branch or department that day on the basis of seniority, rather than bringing in another staff member for a four hour shift.

b) In emergency cases only, i.e. all the 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.

c) If a supervisor of a specialized department cannot fill on-call hours, she/he may request that the above-mentioned Employee be released from a previously made "on-call commitment" in order to fill those hours. This may only take place if the two supervisors are in agreement, and the supervisor of the non-specialized department can fill the vacated on-call hours with another Employee from her/his on-call list.

Note: A specialized department is one that has job descriptions requiring

specific education and experience levels. These job descriptions are usually dedicated to a particular aspect of service and require a specific skill set rather than general skills.

30.09 Cancellation of On-Call

a) By Supervisor - At least twenty-four 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 he/she is unable to fulfill any previously committed on call shift(s).

30.10 Orientation

a)Part-time and auxiliary staff working on-call hours will receive an orientation to the worksite during the first shift worked in a site new to the Employee.

30.11 Temporary Appointment

a)The temporary appointment procedure may be used within a branch/department to replace a senior position, or a position that has specific training requirements. Those working as a result of a temporary appointment must be prepared to perform all the requirements of the position.

b)The on-call procedure is then used to fill in any hours vacated by the person in the temporary appointment.

30.12 Authority to Make Temporary Appointments

a)Community Librarians, Branch Heads, Kelowna Area Librarian, Technical Services Coordinator, Allocations/Circulation Coordinator, Circulation Supervisors, Reference Supervisors, Library Technician II, Area Librarian and Management Team members have the authority to approve temporary appointments up to 30 calendar day's duration.

b)Temporary appointments over 30 calendar days and up to 60 calendar days must be approved by a Management Team member.

c)Temporary appointments are made on the basis of:

- CUPE Seniority
- Qualifications
- Availability

d)The staff member making the temporary appointment is responsible for ensuring that a signed copy of the "Temporary Appointment" form, ORL-FIN-315 is sent to Payroll staff who will record information for pay purposes. The staff person will not be paid at the higher rate unless this signed form is completed.

e)If the appointment is for longer than 30 calendar days, the original form must be approved before the appointment is finalized, and a signed copy returned to the Employee, the supervisor, and payroll.

NOTICE TO BE PLACED ON-CALL C.U.P.E.

To: _____		Branch/Dept: _____	
From: _____		Employee Number: _____	
# of Lay off/Priority Hours (if applicable) _____ effective _____ to _____			
In accordance with Article 30 of the C.U.P.E. Collective Agreement, I wish to be placed on your On-Call list as per the On-Call Guidelines.			
Preferred Method of Contact (please pick only one option)			
<input type="checkbox"/> OPTION 1 Telephone #1 & Telephone #2		<input type="checkbox"/> OPTION 2 Telephone #1 & Email	
Telephone # 1 _____	Telephone # 1 _____	Telephone # 2 _____	Email _____
Telephone # 2 _____			
Regularly Scheduled Hours:			
<u>Example:</u>			
KL Mon. 11:00 a.m. – 3:00 p.m.			
MI Wed. 5:00 p.m. – 9:00 p.m.			
I am willing to work in: (List name of branch/department)			
Days/Hours Available for On Call			
<u>Example:</u>			
Thurs: 9:00 a.m. – 6:00 p.m.			
Sat: 10:00 a.m. – 4:00 p.m.			
Sun: 12:00 p.m. – 5:00 p.m.			
I am a full time Employee and am qualified to be reassigned to: (List name of branch/department)			
Employee Signature: _____		Date: _____	
Date Received by Supervisor: _____		Placed on list: <input type="checkbox"/> YES <input type="checkbox"/> NO	

PLEASE NOTE THE FOLLOWING:

1. Staff are responsible for ensuring that regularly scheduled hours and On-Call hours do not incur overtime (more than seven hours per day or 35 hours per week).
2. Notification of On-Call status must be renewed by completing an ORL-HR-108 form and forwarding it to the appropriate supervisor by:

January 15th for the February 1st list, May 15th for the June 1st list, September 15th for the October 1st list

<p>Please remember to check the qualifications for each position applied for. Job Descriptions can be obtained from supervisors or the Intranet.</p>	
<p>For On-Call Circulation Related Work: Kelowna, Mission, Rutland Verron Salmon Arm All other branches Allocations</p>	<p>Circulation Supervisor, Kelowna Branch Circulation Supervisor, Verron Branch Circulation Supervisor, Salmon Arm Branch Community Librarian Allocations Supervisor, Headquarters</p>
<p>For On-Call Reference Work: Kelowna Verron Salmon Arm</p>	<p>Reference Supervisor Reference Supervisor Salmon Arm Branch Head</p>
<p>For Youth Services Work: Kelowna Verron Salmon Arm</p>	<p>Youth Services Librarian Youth Services Librarian Youth Services Librarian</p>
<p>For Library Headquarters: Accounts Acquisitions Administration Office Allocations Library Technicians Data Entry Computer Operators Processing</p>	<p>Financial Manager Technical Services Coordinator Administrative Services Manager Allocations/Circulation Coordinator Cataloguing Technical Services Coordinator Library Technician II Computer Services Manager Library Technician II</p>

ARTICLE 31: 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 32: TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2011 and shall remain in effect until December 31, 2013 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement in accordance with the appropriate statute is given by either party to the other party during the period beginning on the first day of September of any year commencing with the year 2012.

ARTICLE 33: 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 signature here on this _____ day of _____ 2013.

ON BEHALF OF:

**OKANAGAN REGIONAL LIBRARY
BOARD OF MANAGEMENT**



Secretary

Maal Yoren
Chairperson

ON BEHALF OF:

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



President

Deleui Delmann
Secretary

Job Evaluation Banding Rates

Point Range	Total Points	Job Title	Job Number
185-214	207	Acquisitions Data Entry Clerk I	S203
	209	Page	P305
	214	Interlibrary Loans Clerk I	P605
215-244			
245-274	260	Processing Clerk	S501
	268	Circulation Assistant	P303
	271	Office Assistant I	A104
275-304			
	286	Allocations Clerk	P602
	291	Acquisitions Clerk I	S202
	291	Data Entry Clerk I – Cataloguing	S303
305-334			
	308	Assistant Community Librarian	P304
	318	Data Entry Clerk II – Cataloguing	S302
	320	Youth Services Assistant – System	P203
	334	Accounts Clerk I	A202
335-364			
	335	Admin Assistant – Public Services	P005
	339	Van Driver II	P603
	339	Graphic Designer	A401
	345	Youth Services Assistant – Branch	A105
	348	Office Assistant II	P205
	361	Acquisitions Clerk II	S201
	364	Library Tech. I	S301
365-394			
	372	Assistant Circulation Supervisor	P302
	383	Payroll Administrator	A201
	388	Reference Assistant	P504
395-424			
	409	Computer Systems Analyst	S610
	411	Circulation Supervisor	P301
	418	Community Librarian I	P103
425-454			
	426	Network Analyst	S604
	433	Library Tech. II	S304
	454	Integrated Library Systems Tech	S603
455-484			
	455	Circulation Allocations Coordinator	P601
	483	Community Librarian II	P104

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

SCHEDULE A - 2011-2013

Bands	Position Banding	Job Title	1/1/11		1/1/12		1/1/13	
			Start	Job	Start	Job	Start	Job
S10	185-214	Page	\$13.66		\$13.86		\$14.07	
S20	185-214	207 Acquisitions Data Entry Clerk I	\$17.03	\$17.86	\$17.28	\$18.13	\$17.54	\$18.40
		214 Interlibrary Loans Clerk- I	\$17.03	\$17.86	\$17.28	\$18.13	\$17.54	\$18.40
	215-244	No positions in this band	\$17.74	\$18.60	\$18.01	\$18.88	\$18.28	\$19.16
S30	245-274	260 Processing Clerk	\$18.43	\$19.36	\$18.70	\$19.65	\$18.99	\$19.94
		268 Circulation Assistant	\$18.43	\$19.36	\$18.70	\$19.65	\$18.99	\$19.94
		271 Office Assistant I	\$18.43	\$19.36	\$18.70	\$19.65	\$18.99	\$19.94
S40	275-304	286 Allocation Clerk	\$19.14	\$20.10	\$19.43	\$20.40	\$19.72	\$20.70
		291 Acquisitions Clerk I	\$19.14	\$20.10	\$19.43	\$20.40	\$19.72	\$20.70
		291 Data Entry Clerk I - Cataloging	\$19.14	\$20.10	\$19.43	\$20.40	\$19.72	\$20.70
S50	305-334	308 Assistant Community Librarian	\$19.84	\$20.83	\$20.14	\$21.14	\$20.44	\$21.46
		318 Data Entry Clerk II - Cataloging	\$19.84	\$20.83	\$20.14	\$21.14	\$20.44	\$21.46
		320 YS Assistant - System	\$19.84	\$20.83	\$20.14	\$21.14	\$20.44	\$21.46
		334 Accounts Clerk I	\$19.84	\$20.83	\$20.14	\$21.14	\$20.44	\$21.46
S60	335-364	339 Graphic Designer	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		339 Van Driver II	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		335 Admin Asst. - Public Services	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		345 YS Assistant Branch	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		348 Office Assistant II	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		361 Acquisitions Clerk II	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
		364 Library Technician I	\$20.54	\$21.57	\$20.85	\$21.89	\$21.16	\$22.22
S70	365-394	372 Asst. Circulation Supervisor	\$21.24	\$22.32	\$21.56	\$22.65	\$21.89	\$22.99
		383 Payroll Administrator	\$21.24	\$22.32	\$21.56	\$22.65	\$21.89	\$22.99
		388 Reference Assistant	\$21.24	\$22.32	\$21.56	\$22.65	\$21.89	\$22.99
S80	395-424	409 Computer Systems Analyst	\$21.93	\$23.06	\$22.26	\$23.41	\$22.60	\$23.76
		411 Circulation Supervisor	\$21.93	\$23.06	\$22.26	\$23.41	\$22.60	\$23.76
		418 Community Librarian I	\$21.93	\$23.06	\$22.26	\$23.41	\$22.60	\$23.76
S90	425-454	426 Network Analyst	\$22.62	\$23.83	\$22.96	\$24.19	\$23.31	\$24.55
		433 Library Technician II	\$22.62	\$23.83	\$22.96	\$24.19	\$23.31	\$24.55
		454 Integrated Library Systems Tech	\$22.62	\$23.83	\$22.96	\$24.19	\$23.31	\$24.55
S100	455-484	455 Circulation Allocations Coordinator	\$23.38	\$24.59	\$23.74	\$24.96	\$24.09	\$25.34
		483 Community Librarian II	\$23.38	\$24.59	\$23.74	\$24.96	\$24.09	\$25.34

SCHEDULE "B"

As set out in Article 24 – 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 31: 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.

Agreed this _____ day of _____,

**ON BEHALF OF:
THE BOARD OF MANAGEMENT**



SECRETARY TO THE BOARD

Maal Yaron
CHAIRPERSON

**ON BEHALF OF:
THE UNION**



PRESIDENT

Debbie Chapman
SECRETARY

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