

COLLECTIVE AGREEMENT

between the

FORT ST. JOHN PUBLIC LIBRARY ASSOCIATION

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from July 1, 2024 to June 30, 2026

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement.....	1
1.2 Future Legislation	1
1.3 Conflict with Regulations.....	1
1.4 No Discrimination	1
1.5 Harassment	2
1.6 Physical Workplace Violence	5
1.7 Use of Terms	5
1.8 General Transition Policy.....	5
ARTICLE 2 - UNION RECOGNITION AND RIGHTS	6
2.1 Bargaining Unit Defined.....	6
2.2 Bargaining Agent Recognition	6
2.3 Correspondence.....	6
2.4 Work of the Bargaining Unit.....	6
2.5 No Other Agreement	6
2.6 No Discrimination for Union Activity	7
2.7 Recognition and Rights of Stewards	7
2.8 Bulletin Boards.....	7
2.9 Strikes/Lockouts.....	7
2.10 Picket Lines.....	7
2.11 Time Off for Union Business.....	7
2.12 Volunteers.....	8
2.13 Union Meetings.....	9
ARTICLE 3 - CHECK-OFF OF UNION DUES	9
3.1 Union Security.....	9
3.2 Employer and Union to Acquaint New Employees.....	9
3.3 Employee Information.....	10
3.4 Electronic Fund Transfer “EFT” Language.....	10
3.5 Dues Audit.....	10
ARTICLE 4 - MANAGEMENT RIGHTS	11
ARTICLE 5 - DEFINITION OF EMPLOYEES.....	11
5.1 Probationary Period.....	11
5.2 Full-Time Regular	11
5.3 Part-Time Regular Employees	11
5.4 Casual Employees	11
5.5 Temporary Employments.....	11
ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE	12
6.1 Establishment of Committee.....	12
6.2 Meetings of Committee.....	12
6.3 Jurisdiction of Committee	12
ARTICLE 7 - GRIEVANCE PROCEDURE	12
7.1 Grievance Procedure	12
7.2 Step 1.....	12
7.3 Step 2.....	13
7.4 Union and Employer Grievance.....	13

7.5	Dismissal or Suspension Grievances	13
7.6	Deviation from Grievance Procedure	13
7.7	Abandonment	13
7.8	Technical Objections to Grievances	13
7.9	Extension of Time Limits.....	13
ARTICLE 8 - ARBITRATION.....		14
8.1	Arbitration	14
8.2	Expedited Arbitration	14
8.3	Settlement Officer	15
8.4	Notification	15
8.5	List of Arbitrators	15
8.6	Grievance Recommendation	15
8.7	Costs	15
8.8	Grievance Recommendation	15
ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION.....		15
9.1	Notice	15
9.2	Right to Grieve Other Disciplinary Action	16
9.3	Right to Have a Steward Present.....	16
9.4	Personnel File.....	16
9.5	Evaluation Reports.....	16
ARTICLE 10 - SENIORITY		16
10.1	Seniority Defined	16
10.2	Maintenance of Seniority	17
10.3	Loss of Seniority	17
10.4	Status Change	17
10.5	Additional and Relief Work	17
10.6	Seniority Lists	18
10.7	Determination of Senior Employee.....	18
10.8	Seniority Upon Transferring into the Bargaining Unit.....	18
ARTICLE 11 - JOB POSTINGS.....		18
11.1	Job Postings.....	18
11.2	Job Applications	18
11.3	Appointments	18
11.4	Filling of Vacancies.....	19
11.5	Trial Period	19
11.6	Professional Development	19
11.7	Employee Training	20
11.8	Notice of Resignation.....	20
11.9	Job Orientation	20
11.10	Regular Employees Who Take Temporary Work.....	20
11.11	Union Observer.....	20
ARTICLE 12 - LAYOFF AND RECALL.....		20
12.1	Staff Reduction.....	20
12.2	Notice of Layoff.....	21
12.3	Recall List.....	21
12.4	Recall	21
12.5	Notice of Recall	21

12.6	Regular Part-Time	21
12.7	Severance Pay	21
ARTICLE 13 - HOURS OF WORK		21
13.1	Workday and Workweek	21
13.2	Work Schedules	22
13.3	Workload.....	22
13.4	Meal Period	22
13.5	Job Sharing	22
13.6	Rest Periods	22
13.7	Off Duty Status.....	23
ARTICLE 14 - OVERTIME.....		23
14.1	Authorization of Overtime	23
14.2	Definitions	23
14.3	Overtime Compensation	23
14.4	Overtime Meal Allowance	23
14.5	Right to Refuse Overtime	23
14.6	Callout Provisions.....	23
14.7	Pyramiding	24
14.8	Payment of Overtime	24
ARTICLE 15 - PAID HOLIDAYS		24
15.1	Paid Holidays	24
15.2	Holidays Falling on a Day of Rest or Vacation.....	24
15.3	Qualifying	24
15.4	Casuals.....	24
15.5	Working on a Paid Holiday	25
ARTICLE 16 - ANNUAL VACATION		25
16.1	Definition of Terms	25
16.2	Vacation Schedule for First Incomplete Year.....	25
16.3	Annual Vacation Entitlement	25
16.4	Casual Employee Vacation Entitlement	25
16.5	Vacation Scheduling.....	25
16.6	Vacation Pay in Advance	26
16.7	Vacation Carryover	26
16.8	Payday During Period of Leave.....	26
16.9	Vacation Credits upon Death	26
16.10	Approved Leave of Absence during Vacation	26
ARTICLE 17 - ILLNESS AND INJURY LEAVE		26
17.1	Salary Continuation	26
17.2	Family Illness	27
17.3	Leave for Medical/Dental Care.....	27
17.4	Pandemic Related Unpaid Leave (<i>Employment Standards Act</i> [ESA] 52.12).....	27
17.5	Pandemic-Related Paid Leave (<i>Employment Standards Act</i> [ESA] 52.121)	28
17.6	Leave for Pandemic Vaccination (<i>Employment Standards Act</i> [ESA] 52.13)	28
ARTICLE 18 - LEAVES OF ABSENCE.....		29
18.1	Bereavement/Compassionate Leave	29
18.2	Medical and Dental Care Leave.....	29
18.3	Jury Duty	30

18.4	General Leave	30
18.5	Abandonment of Position	30
18.6	Elections	30
18.7	Full-Time Union Duties	30
18.8	Leave Respecting Death of Child	30
18.9	Leave Respecting Disappearance of Child	30
18.10	Canadian Army Reservists	30
18.11	Wellness Leave.....	31
ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE		31
19.1	Maternity Leave	31
19.2	Parental Leave.....	31
19.3	Adoption Leave	32
19.4	Seniority, Vacation and Benefits	32
19.5	Extension of Maternity, Parental or Adoption Leave	32
ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY		32
20.1	Joint Occupational Health & Safety Committees	32
20.2	Accessibility Committee	33
20.3	Working Environment.....	33
20.4	Unsafe Work Conditions.....	34
20.5	Injury Pay.....	34
20.6	Transportation of Accident Victim	34
20.7	Screen Monitors.....	34
20.8	Mental Health	34
20.9	Workplace Violence/Aggressive Conduct.....	35
20.10	Domestic Violence	35
20.11	Employee Check-in	35
20.12	Communicable Diseases and Parasitic Infestations	36
20.13	Protective Clothing and Supplies	36
20.14	Strain Injury Prevention.....	36
ARTICLE 21 - JOINT CONSULTATION, ADJUSTMENT PLANS AND SEVERANCE PAY		37
21.1	Notice	37
21.2	Retraining.....	37
21.3	Recall or Termination	37
21.4	Severance	37
21.5	Severance Pay	37
21.6	Red-Circling	37
ARTICLE 22 - HEALTH AND WELFARE.....		37
22.1	Benefit Plans	37
22.2	Pay in Lieu of Benefits.....	38
22.3	Health & Wellness	38
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....		38
23.1	Rates of Pay.....	38
23.2	Rate of Pay on Promotion	39
23.3	Paydays.....	39
23.4	Salary Rate Upon Recall or Demotion.....	39
23.5	Mileage, Meal and Accommodation Allowance.....	39
23.6	Supervision Pay.....	39

23.7	Group RRSP	39
ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION		40
24.1	Job Descriptions	40
24.2	Classification and Salary Assignment	40
ARTICLE 25 - GENERAL CONDITIONS		40
25.1	Inclement Weather	40
25.2	Union Insignia	40
25.3	Northern Travel Allowance Benefit.....	40
25.4	Menstrual Products	41
ARTICLE 26 - TECHNOLOGICAL CHANGE		41
26.1	Preamble	41
26.2	Procedure for Implementing Technological Change	41
26.3	Meaning of Technological Change	41
ARTICLE 27 - TERM OF AGREEMENT.....		41
27.1	Duration	41
27.2	Notice to Bargain	42
27.3	Commencement of Bargaining.....	42
27.4	Change in Agreement	42
27.5	Agreement to Continue in Force.....	42
27.6	Effective Date of Agreement	42
APPENDIX A - Wage Rates		44
APPENDIX B - List of Arbitrators.....		45
MEMORANDUM OF UNDERSTANDING 1 - Wage Re-Opener.....		45
MEMORANDUM OF UNDERSTANDING 2 - Northern Travel Allowance		45
MEMORANDUM OF UNDERSTANDING 3 - Local and Provincial Emergencies		46
MEMORANDUM OF UNDERSTANDING 4 - Remote Work.....		46

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 No Discrimination

In subscribing to the principles of the *Human Rights Code* of British Columbia and in keeping with Clause 1.1 of this agreement, the parties agree that there shall be no discrimination, interference, restriction, or coercion with respect to any employee in the matter of employment or otherwise by reason enumerated in the act, or by reason of their membership or activity in the Union.

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited, or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of gender identity, gender expression, race, colour, ancestry, place of origin, religion, family status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the *BC Council of Human Rights* or to the process specified in Article 1.5.

In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Article 1.5. An employee who files a written complaint which would be

seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 7 - Grievances.

1.5 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

The Definition of harassment includes but is not limited to:

- sexual harassment; or
- any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- inappropriate conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate and reasonable person; or
- the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- misuses of power or authority such as intimidation, threats, coercion and blackmail.

This definition of harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(a) *Harassment Complaints*

- (1) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (2) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses. All staff investigations shall include the Employer and a union designate.
- (3) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (4) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (5) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (6) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

(b) *Harassment Complaint Procedure*

- (1) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (2) A complaint must be submitted through the Union and/or directly to the Director of Library Services. When the Director of Library Services has received a complaint, they will notify

the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

(3) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 1.5 (Harassment), and the remedy sought.

(4) The Director of Library Services will investigate the complaint and will complete their report in writing within 30 days.

(5) The Director of Library Services will take action to resolve the complaint within 10 days of receiving the investigator's report.

(6) The Director of Library Services will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

(7) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.

(8) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

(9) If the respondent is the Director of Library Services, or where there are possible systemic issues or multiple complaints, the following process will be used:

(i) The complainant will contact the Union.

(ii) As soon as possible but within 30 days the Union will notify the Director of Library Services (or equivalent). Within 14 days of receiving the notice the Director of Library Services will identify to the Union who will serve as the representative of the Employer in respect of the complaint.

(iii) The Employer representative and the Union will appoint an arbitrator. The Arbitrator will be chosen from the list in Appendix B that has the earliest available date that is at least 14 days after the date of referral. (The person appointed is referred to below as "*the Appointee*".)

(iv) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious, minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to Library Director and the Union. The report and recommendations will remain confidential, except for distribution to the Library Director, Union, the complainant and the respondent.

(v) The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(vi) The Appointee's fees and expenses will be shared by the Employer and the Union.

(10) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

(c) *Arbitrator*

(1) Where either party to the proceeding is not satisfied with the Director of Library Services response, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (i) dismiss the complaint,
- (ii) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(2) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Director of Library Services or the Arbitrator.

(3) The Arbitrator chosen will be the Arbitrator from the list in Appendix B that has the earliest available date that is at least 14 days after the date of referral.

(4) The Arbitrator's fee and expenses will be shared equally by the Employer and the Union.

(d) *Anti-Bullying*

(1) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(2) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (i) Intimidates, shows hostility, threatens and offends others;
- (ii) Interferes with a worker's performance;
- (iii) Otherwise adversely affects others.

(3) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within six months of the latest alleged occurrence, through the Union or directly to the Director of Library Services or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(4) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(5) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

- (6) An employee in need of assistance may call WorkSafeBC Critical Incident Response Program. The Employer will post the current contact Information on the Joint Occupational Health and Safety Board.

1.6 Physical Workplace Violence

As defined by WorkSafeBC the potential for physical violence can always exist when there is interaction between the public and employees. Physical violence can include, but is not limited to: Physical assault, domestic violence, and sexual violence. No form of physical violence or harassment will be tolerated in any form either by staff, patrons, or management. If there is an immediate threat of harm or danger staff will contact emergency services by calling 911.

Patrons conducting themselves in a manner that is dangerous to themselves, or other individuals will be asked to leave the Library.

1.7 Use of Terms

- (a) Gender Neutral - The collective agreement shall be formatted and updated to reflect gender neutrality, where appropriate. Non-gendered language such as "*them*", "*they*", and "*their*" in place of "*he*", "*she*", "*him*" and "*her*" shall be utilized throughout the collective agreement.
- (b) Singular or Plural - Whenever the singular is used the same shall be construed as meaning the plural if the facts so require.

1.8 General Transition Policy

The Union and the Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the Employee to tailor a transition or support plan to the Employees particular needs.
- (d) Regular employees may elect to utilize their sick bank, short-term benefits and long-term benefits for the purpose of gender affirming care or procedures not covered by provincial health plans.
- (e) Casual employees may elect to utilize their weekly indemnity for the purpose of gender affirming care or procedures not covered by provincial health plans.
- (f) The Employer will grant an employee up to eight weeks of leave without pay for medical procedures required during the transition period, available for gender affirming surgical procedure and revision.

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 Director of Library Services.

(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. General 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: Director of Library Services

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

B.C. General Employees' Union
10147 100 Avenue
Fort St. John, BC
V1J 1Y7

2.4 Work of the Bargaining Unit

(a) 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.

(b) The Employer agrees not to contract out, assign volunteers or perform any work of the kind regularly performed by a member of the Union as part of their regular duties or any work that is a regular library service.

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) The Employer recognizes the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (c) Leave to perform steward duties shall be without loss of pay. Such permission shall not be withheld.
- (d) Duties of the steward are:
 - (1) Investigation of complaints;
 - (2) Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
 - (4) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
 - (5) Attending meetings called by management;
 - (6) Other responsibilities as needed.

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 their 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) A leave of absence without pay and without loss of seniority shall 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) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (b) (1) The Employer and the Union shall equally split the cost for the leave of absences of the employees who are representatives of the Union on the Bargaining Committee to attend negotiation sessions.
- (2) The Employees who are representatives of the Union on the Bargaining Committee shall continue to accrue seniority hours while attending negotiation sessions.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice (usually two 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.

2.12 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.

- (a) Volunteers shall not be paid by the Employer.
- (b) The Employer agrees:
 - (1) That no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
 - (2) That no employee shall be laid off as a result of the Employer utilizing the services of volunteer(s).
 - (3) That no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).
 - (4) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.
- (c) 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.
- (d) The Employer shall mutually agree with the Union on all volunteer positions created and all volunteer duties added.
- (e) When a staff member performs volunteer work, that work shall be distinct and separate from their regular duties, and work shall conform to the above conditions.
- (f) When funds become available or when staff volunteer duties become part of regular library services, the Employer will add those duties to a member's job description and Article 24 - Classification and Reclassification will come into effect.

(g) The Employer shall not use volunteers for any tasks that are included in any member's job description or which have been assigned as any part of a member's duties.

(h) Volunteers may be utilized for the following:

(1) Programs where a volunteer's specialized skills, which are not normally part of library services, are used. (e.g. "Everyday Experts" programming).

(2) Assistance with programming under the supervision of a member, as long as that assistance does not include tasks that are part of any member's job description or assigned duties.

(3) Tasks related to donated books for sale.

(4) Fundraising activities which are not part of any member's job description.

2.13 Union Meetings

The Union is permitted to conduct up to six unpaid two hour meetings per year at the Employer's place of business. Such meetings are permitted before or after business hours. The Employer will provide the space, meeting furniture, as well as refreshments such as coffee.

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 15th 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.

(e) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

3.2 Employer and Union to Acquaint New Employees

(a) The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off as well as introduce all new employees to the steward. This introduction shall usually take place during the first five days of employment of all new employees. The Employer agrees to provide the name and email address of the stewards in the letter of hire.

(b) The Employer will notify the steward of the new employees within five days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within working hours, without loss of pay, for 30 minutes sometime during the first 10 days of employment for

the purpose of acquainting the new employee with the benefits and duties of the union membership and the employee's responsibilities and obligations to the Employer and the Union.

3.3 Employee Information

(a) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

(b) Note: if the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

Column Order	Name	Format	Format Description
1	Member ID Number	XXX-XX-XXX	8 digits, with dashes, no spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/ Position Title		
7	Service Start Date	yyyymmdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		
16	Job Classification		

3.4 Electronic Fund Transfer "EFT" Language

(a) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

(b) Each EFT email will also include:

- (1) Employer name
- (2) Pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
- (3) Pay period number
- (4) Pay period end date
- (5) Pay period pay date

3.5 Dues Audit

Once per fiscal year, the Union may audit the dues remittance of the Employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

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 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 30 to 37½ hours per week.

5.3 Part-Time Regular Employees

All employees hired to work one 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, leaves of absence less than 30 working days, extra short-term emergency help and peak periods of business.

5.5 Temporary Employments

A temporary employee is an employee who is employed for a specified period of time, not exceeding 12 months, to fill a temporary vacancy or to work on a specific project. This time may be extended by mutual agreement between the Employer and the Employee and with the agreement of the Union.

Temporary employees shall not be entitled to any of the benefits or perquisites of this agreement except as required by *Employment Standard Act* and shall be paid 10% of their gross earnings on each pay in lieu of statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, sick leave and health and welfare benefits).

Every temporary employee will receive a letter of employment stating the period of employment, job classification, and the rate of pay prior to commencing work. A copy of the letter will be sent to the Union's area office.

Temporary employees shall be paid at the appropriate rate for the classification which applies to the work being done.

A temporary employee shall have no seniority. However, a temporary employee who is subsequently hired as a probationary employee within three months of their last period of temporary employment shall, on completion of probation, have the last period of temporary employment included in their service credits for all purposes. This will be done by back dating the employee's start date by the number of months in the last period of temporary employment.

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 representatives from the bargaining unit appointed by the Union and two 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 least once every 60 days or 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) Minutes of each meeting of the Committee will be prepared within three working days and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be posted to the Union board within an additional three working days.

6.2 Meetings of Committee

Each party shall present an agenda of items to be discussed to the other party not less than five 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 their 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 Director of Library Services within 30 calendar days of when the grievance was known or ought to have been known. The employee may be accompanied by a 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 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 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 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 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 14 days of the date on which the suspension/dismissal occurred, or within 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 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

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of this agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a preliminary objection;
 - (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) The parties will limit their use of authorities.
- (f) The parties will not use outside counsel.
- (g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 8 - Arbitration.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

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 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 their 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 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 30 days of the date of receipt of the request and, for those 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 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 their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their 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 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 their 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 their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) 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 their 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 their designate, as the case may be, shall give the Director of Library Services 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, they shall be given sufficient opportunity, after the interview, to review the evaluation and write their 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 their 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 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 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 their seniority date.
- (b) An employee laid off and placed on the recall list under Article 12, will retain their 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 their 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 their 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 their probationary period;
- (e) fails to return from an approved leave of absence within five days;
- (f) refuses a recall three times to a position for which they are qualified.

10.4 Status Change

When an employee's status changes, they shall retain their seniority.

10.5 Additional and Relief Work

- (a) Regular employees will, in seniority order, have the right of first refusal for additional work for which they are qualified providing it does not disrupt their regular schedule, unless by mutual agreement.
- (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.
- (c) The Employer must keep appropriate records (including the date/time/position of the vacancy, date/time of notice of the vacancy, date/time of offer of the vacancy, name of person offering the vacancy, names of employees offered the vacancy, and if employees accept/decline/don't respond) and make them available in the event of a dispute.

- (d) All positions vacant due to an absent employee shall be backfilled, with the exception of CLICK positions which may be backfilled.

10.6 Seniority Lists

A current seniority list shall be posted by the Employer by December 31st 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 June 30th, of each calendar year.

10.7 Determination of Senior Employee

Where two 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 their 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 seven calendar 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.
- (c) Any position temporarily vacant for more than 30 calendar days shall be posted internally.

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 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 their job bid, the vacancy may be filled on a temporary basis until their return. Applications submitted under this provision shall only apply for 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 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 they 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 an employee feels they have been aggrieved by any decision of the Employer relating to promotion or demotion, the employee may grieve the decision at Step 2 of the grievance procedure within three working days of being notified (not including the day of notification) of the reasons why they were unsuccessful. Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been resolved by the grievance procedure as outlined in Article 7 of this agreement.

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 for three calendar months. If the employee is unable to meet the requirements of the new position such an employee shall be returned to their former position or one of equal rank. Salary shall be at the job group rate prior to promotion.

11.6 Professional Development

Both parties to this agreement recognize the importance of professional development and will jointly develop and annual training/course schedule to be made available to employees to be posted each September. The Employer shall set aside monies for the purpose of funding professional development opportunities. The Union shall identify to the Employer all opportunities for joint Union training provided by the Union.

Course Reimbursement

(a) The Employer shall pay 100% of the costs of all courses requested to be taken by the Employer. This includes all associated costs. (e.g. tuition, books, membership fees, etc.)

(b) An employee may request, in writing, to take courses not listed in the annual schedule and will be subject to approval by the Employer. Such instances shall have the following cost share arrangements;

(1) 100% of course cost paid for by the Employer

(2) If the employee fails to pass, or fails to complete the course, 100% of course costs will be deducted from the employee's pay at a mutually agreed upon repayment schedule.

(c) 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.

(d) 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 or paid out overtime.

(e) 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 expenses upon production of a receipt.

(f) 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 expenses upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(g) 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 weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

11.9 Job 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.

11.10 Regular Employees Who Take Temporary Work

Any regular employee who takes a leave of absence to occupy a temporary position with the Employer shall be entitled to all benefits and perquisites afforded by the collective agreement for regular employees, and shall be entitled to return to their previous position once the terms of the temporary position ends.

11.11 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel for internal positions in the bargaining unit. The observer shall be a disinterested party.

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 they have 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 14 working days of receiving the layoff notice.

- (c) Where, within six 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 weeks' notice of layoff or two weeks' salary in lieu of notice.

12.3 Recall List

A regular employee with six 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 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 they are 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 and by last known email address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three calendar days of receiving it, or five 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 their remaining recall period.

12.6 Regular Part-Time

Employees will be allowed to exercise their seniority to bump the least senior employee with equal hours of work providing they are qualified to perform the job duties.

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 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 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 pay out.

ARTICLE 13 - HOURS OF WORK

13.1 Workday and Workweek

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

(b) For the purposes of overtime calculations, employees who secure extra shifts shall do so at straight-time rates. However, they shall not work more than five consecutive days per week, 7½ hours per day or 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 15 days' notice of such changes to the Labour/Management Relations Committee. Library Assistants' schedules shall be posted two 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 20 working days.

It is in the best interest of staff to develop more effective ways to deliver current services and meet the challenge of diversifying services.

The parties agree to the following principles:

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

13.4 Meal Period

(a) Employees working shifts of five hours or more shall be entitled to an unpaid meal break to be taken within the three middle hours of the regular working day. Precise time to be arranged between the Employer and the employees.

(b) Unpaid meal breaks shall be between 30 and 60 minutes.

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

Employees working three hours per day shall be provided one 15-minute rest period without loss of pay. Employees working five hours or more per day or more shall receive a second rest period of 15 minutes without loss of pay.

13.7 Off Duty Status

In the event that the Library is forced into a temporary closure of 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:

- (a) Remain on benefits per collective agreement.
- (b) Use vacation time to bridge the closure.
- (c) Borrow up to 20 hours at their current rate of pay.

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

ARTICLE 14 - OVERTIME

14.1 Authorization of Overtime

All overtime work must be authorized by the Director of Library Services.

14.2 Definitions

- (a) *Overtime* - means work performed by a full-time employee in excess or outside of their 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 the straight-time rate.
- (d) *Double-time* - means twice 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 the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter.
- (b) All hours worked by an employee in excess of 37½ hours per week shall be paid a double-time the employee's straight-time hourly rate.
- (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.
- (d) Overtime shall be paid on the next regular scheduled pay.

14.4 Overtime Meal Allowance

When an employee works three hours or more overtime, they shall be reimbursed for a normal meal and allowed 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 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 on the next regular scheduled pay.

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	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
BC Day	Boxing Day
Easter Sunday	Canada Day
Labour Day	

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 or bank time.

Time Bank

- (a) Full-time employees may elect to bank this time to a maximum of 37½ hours.
- (b) Subject to program operational requirements, employees, upon written request, will be allowed time off with pay to be deducted from the Time Bank.
- (c) Time bank hours must be used within the calendar year in which the hours are accrued.
- (d) Time bank shall be revolving.

15.3 Qualifying

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

- (a) have completed 30 calendar days service with the Employer; and
- (b) have worked at least 15 of the preceding 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, they shall, in addition to their holiday pay be paid at double-time their 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 12 month period from January 1st to December 31st inclusive.

16.2 Vacation Schedule for First Incomplete Year

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

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 year up to and including the fourth calendar year worked shall receive four weeks paid vacation.
- (b) Each employee during the fifth up to and including the eighth calendar year worked shall receive five weeks paid vacation.
- (c) Each employee during the ninth years up to and including the twelfth calendar year worked shall receive six weeks paid vacation.
- (d) Each employee during the thirteenth year up to and including the twentieth calendar year shall receive seven weeks paid vacation.
- (e) Each employee during the twenty-first year and subsequent years shall receive eight weeks paid vacation.

1 - 4 years' service.....	4 weeks
5 - 8 years' service.....	5 weeks
9 - 12 years' service.....	6 weeks
13 - 20 years' service.....	7 weeks
21+ years' service.....	8 weeks

16.4 Casual Employee Vacation Entitlement

Shall be paid 7% as per Article 22.2.

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 15th. Vacations selected subsequent to March 15th are not subject to seniority rights.
- (b) Employees shall select their vacation periods by seniority for the first three weeks booked. A minimum of two weeks shall be selected first and thereafter periods shall be a minimum of one 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 weeks in advance of the start date of vacation.

16.7 Vacation Carryover

An employee may carry over a maximum of 10 days' vacation to the next year. Those 10 carried over days must be used before December 31st 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 their 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**

- (a) All full-time employees will be eligible for sick leave with pay of one point two five days per month up to a maximum of 15 days per year. Part-time employees will be prorated. Employees may elect to exhaust their sick bank prior to commencing short-term disability.
- (b) All full-time and part-time employees will be allowed to carry over unused sick days into the next year.
- (c) All Employees shall be entitled to a minimum of five days paid sick leave as per the *Employment Standards Act*.
- (d) All Employees shall be entitled to an additional three days of unpaid leave as per the *Employment Standards Act*.
- (e) Medical certificate may be requested for any absence over 10 days upon the request of the Employer. The Employer will pay the cost of any certificate required.
- (f) Casual employees are eligible for weekly indemnity benefits upon accumulation of 300 hours of casual seniority. Once established, eligibility for weekly indemnity is retained unless the casual employee loses casual seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the casual employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in the six most recent biweekly pay periods in which earnings occurred. The benefit waiting period in each case of illness will be seven calendar days. This means that benefits will be paid from the eighth day of illness.

17.2 Family Illness

In the case of a sudden illness of a dependent family member, and when none other than the employee is providing or able to provide for the needs of the dependant, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of 10 days sick leave per year for this purpose. Employees may be asked to provide documentation to support the dependent status of the family member.

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 days, per incident, up to a maximum of six days per year, 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.

17.4 Pandemic Related Unpaid Leave (*Employment Standards Act [ESA] 52.12*)

(1) In this section, “*eligible person*”, with respect to an employee, means any of the following:

- (i) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child’s parent or guardian;
- (ii) a person who:
 - a. is 19 years of age or older,
 - b. is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person’s parent or former guardian, and
 - c. is under the day-to-day care and control of the employee, who is the person’s parent or former guardian;
- (iii) a prescribed person.

(2) An employee who requests leave under this section is entitled to unpaid leave for the period described in subsection (3) if, in relation to a pandemic declared by the *Public Health Officer of BC*, any of the following applies:

- (i) the employee has been diagnosed with a pandemic illness and is acting in accordance with
 - a. instructions or an order of a medical health officer, or
 - b. advice of a medical practitioner, nurse practitioner or registered nurse;
- (ii) the employee is in quarantine or self-isolation in accordance with
 - a. an order of the provincial health officer,
 - b. an order made under the *Quarantine Act* (Canada),
 - c. guidelines of the British Columbia Centre for Disease Control, or
 - d. guidelines of the Public Health Agency of Canada;

- (iii) the Employer, due to the Employer's concern about the employee's exposure to others, has directed the employee not to work;
 - (iv) the employee is providing care to an eligible person, including because of the closure of a school or daycare or similar facility;
 - (v) the employee is outside the province and cannot return to British Columbia because of travel or border restrictions;
 - (vi) a prescribed situation exists relating to the employee.
- (3) An employee is entitled to leave under this section for as long as a circumstance described in subsection (2) applies to the employee.
- (4) If requested by the Employer, the Employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that a circumstance described in subsection (2) applies to the Employer.
- (5) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purpose of subsection (4).
- (6) For clarity, this entitlement to unpaid leave does not prevent an employee from opting to use an appropriate type of paid leave, if one exists, to cover the pandemic-related absence.

17.5 Pandemic-Related Paid Leave (*Employment Standards Act* [ESA] 52.121)

Despite an employee being entitled under Pandemic Related Unpaid Leave, an employee who is on leave under section Pandemic Related Unpaid Leave Articles 17.4 (a), (b), or (c) is entitled, on request under this article, to paid leave for a period of that leave of up to three (3) days.

- (a) An employee is entitled to paid leave under this section of up to three days.
- (b) Subject to subsection (5) of the *Employment Standards Act*, an employer must pay an employee who takes leave under this section an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay, where the average day's pay is determined by the formula

amount paid ÷ days worked

where

amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amount paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

17.6 Leave for Pandemic Vaccination (*Employment Standards Act* [ESA] 52.13)

- (a) An employee who requests leave under this section is entitled to paid leave for the period described in subsection (2) to be vaccinated against a declared pandemic pathogen.
- (b) An employee is entitled to leave under this section for up to three hours for each request for leave made under this section.

(c) Subject to subsection (4) an employer must pay an employee who takes leave under this section an amount in money equal to at least the amount calculated by multiplying the number of hours of the leave and the average hourly wage, where the average hourly wage is determined by the formula

amount paid ÷ hours worked

where

amount paid is the amount paid or payable to the employee for work that is done during and wages are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and hours worked is the number of hour the employee worked or earned wages within that 30 calendar day period.

(d) If requested by the Employer, the employee must, as soon as practicable, provided to the Employer reasonably sufficient proof that the employee is entitled to leave under this section.

(e) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purpose of a request for leave under this section.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement/Compassionate Leave

(a) In the event of serious illness or death in the immediate family of a regular employee, the Employer, upon request, shall grant leave of absence without loss of pay for up to five working days.

(b) Immediate family is defined as spouse or common-law spouse, child, grandchild, step-grandchild, parent, parent-in-law, stepparent, foster parent, stepchild, sibling, stepsibling, legal guardian, legal ward, grandparents and any other relative residing in the employee's household, or with whom the employee resides. Other family is defined as: sibling in-law, grandparents in law, sibling's children, parent's siblings.

(c) In the event of the death of other family members of a regular employee, the Employer, upon request, shall grant leave of absence without loss of pay for up to two working days.

(d) It is understood that the employee has the ability to split the leave entitlement between the date of death and the date of the funeral.

(e) One day as mourner.

(f) An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority or eligibility for benefits provided under Article 22.

18.2 Medical and Dental Care Leave

The Director of Library Services shall grant up to two 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 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 their regular earnings while serving at court shall remit to the Employer all monies paid to them 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 their employment where they fail to return from an authorized leave of absence within five days.

18.6 Elections

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

- (a) For employees to seek election in a municipal, provincial, federal, first nation or other Indigenous election for a maximum period of 90 days;
- (b) For employees elected to a public office for a maximum period of five years.

18.7 Full-Time Union Duties

Long-term leave of absence without pay and without loss of seniority will be granted:

- (a) for employees elected to a full-time position with the Union for a period of up to three years;
- (b) for an employee elected to the position of president or treasurer of the B.C. General Employees' Union;
- (c) for an employee elected to any body to which the Union is affiliated for a period of three years and the leave shall be renewed upon request.

18.8 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of a child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 22.

18.9 Leave Respecting Disappearance of Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 22.

18.10 Canadian Army Reservists

The Employer shall approve all leaves related to Canadian Military Reservist training or development without loss of seniority or benefits.

18.11 Wellness Leave

All regular full-time employees shall be entitled to two days of wellness leave at their regular rate of pay per calendar year. These days are subject to operational requirements and cannot be attached to other leaves of absence, including vacation and paid statutory holidays. This leave may be used in one-half shift increments.

All regular part-time employees shall be entitled to one day of wellness leave without loss of pay.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE**19.1 Maternity Leave**

Employees shall qualify for maternity leave upon completion of their probationary period, i.e. three months.

- (a) Upon request, the employee will be granted combined maternity and parental leave as per Articles 19.1 and 19.2 leave of absence without pay for a period of not more than 78 consecutive weeks.
- (b) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (c) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (d) A request for shorter period under Article 19.1(b) must be given in writing to the Employer at least two weeks before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (e) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (f) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform her duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (g) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

19.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 19 (Maternity and Parental Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

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

19.3 Adoption Leave

(a) Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to 78 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 their 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 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 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 their benefits if they pay 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

(a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.

(b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload. These meetings shall be co-chaired by the Union and the Employer.

(c) The Committee will carry out all the functions and duties as per the *Workers Compensation Act*.

(d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted two hours to meet together to prepare for each committee meeting. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend committee meetings and perform related duties and functions.

(e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.

(f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

(g) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that required by law, during the first six months in which they serve on the Committee for the purposes of attending committee orientation training courses conducted by the Union.

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 Accessibility Committee

(a) As per the *Accessible British Columbia Act*, the Employer shall establish a joint Accessibility Committee comprised of Management, Employees, and members of the public that represent under-represented communities or groups in Fort St. John (FSJ) and the Peace River Regional District (PRRD) (Areas B & C), including but not limited to;

- (1) Persons with disabilities, including individuals with mental and physical disabilities,
- (2) Members of local indigenous communities,
- (3) Members of LGBTQIA2S+ groups,
- (4) Members of minority groups.

This Committee will be responsible for preparing recommendations to assist the organization in identifying, preventing and removing barriers to those within or interacting with the organization.

(b) The worker representatives shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member.

(c) The committee shall meet quarterly or at the call of any member of the committee.

20.3 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

In accordance with Section 5 of the Occupational Health and Safety Regulation, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by January 1, 2020. The Employer commits to the use of environmentally friendly products.

20.4 Unsafe Work Conditions

- (a) An employee may exercise their right to refuse to do unsafe work.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to the Occupational Health and Safety Regulations.

20.5 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 their shift.

20.6 Transportation of Accident Victim

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

20.7 Screen Monitors

Employees who operate screen monitors on a continuous basis shall be entitled to breaks as deemed necessary to relieve the strain on the eyes. The breaks for operating screen monitors 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 screen monitors 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 screen monitor equipment, the Employer will attempt to reassign that employee to work which does not involve exposure to screen monitors.
- (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.

20.8 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program. The Employer and Union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace

through an ongoing process of continual improvement. The Employer will support the provision of education and training in Mental Health First aid for all employees.

20.9 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety. The Employer will use the joint union training on the prevention of violence.

The Employer shall schedule a minimum of three employees on premises during public open hours. Such employees shall be capable and trained to respond to employee safety.

The Occupational Health and Safety Committee will be consulted regularly to determine any applicable physical and procedural measures that will be implemented.

The Employer will provide the employees with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employees will be informed of specific instruction on the approach to be taken when providing services for the client.

Appropriate resources will be made available by qualified outside practitioners as soon as possible, to employees who have been exposed to violence or aggression in the workplace.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 10 days.

20.10 Domestic Violence

- (a) If an employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to adjust their place of work or hours of work, the Employer shall accommodate the employee's needs unless it would cause the Employer undue hardship.
- (b) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.
- (c) An employee who wished to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (d) The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to take the leave.
- (e) The first 10 days of leave taken is paid leave. Leave taken beyond 10 days is unpaid.

20.11 Employee Check-in

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

20.12 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or employee with a communicable disease or parasitic infestation, the Employer will inform the employees about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24 hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
 - (2) Post-exposure protocols.
- (e) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of occupational health and safety. Time spent by employees at these sessions will be without loss of pay.

20.13 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as needed. The Employer will maintain and replace such supplies and tools as required.

20.14 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries which are work related.
- (b) Local Occupational Health and Safety Committees shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk;
 - (1) the work methods and practices;
 - (2) the layout and condition of the workplace and workstation;
 - (3) the characteristics of objects or equipment handled;
 - (4) the environment conditions;
 - (5) the physical demands of work; in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice

with respect to the risk factors noted in (b). Advice will be sought from resources such as WorkSafeBC and, in consultation with the joint occupational health and safety committee.

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 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 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 week at the employee's current regular salary for each year of service to a maximum of 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 their 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

- 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.
- Extended Health Care to include \$600 vision care and one eye exam every 24 months.

- Dental Plan

	Reimbursement Levels	Annual Maximum
Dental Accident Coverage	100%	Unlimited
Basic Coverage	80%	Unlimited
Major Coverage	80%	\$1500.00
Orthodontic Coverage	50%	\$2000.00
- Paramedical expenses

Reimbursement Level:	80%
Calendar Year Maximum:	\$1500.00
- Life Insurance equal to two-times annual salary
- Accidental Death and Dismemberment to a maximum two-times annual salary
- Short-term Disability shall be paid at 66.7% of monthly salary.
- Long-term Disability shall be paid at 66.7% of monthly salary.
- Critical Illness insurance of \$25,000

Years of Service	Employer Paid Premiums
During 1 st year.....	60%
After 1 year.....	75%
After 2 years.....	90%
After 3 years.....	100%

Coverage under the provisions of this article shall apply to all full-time and part-time employees and shall commence on the first day of the calendar month immediately following the completion of the employees’ probationary period.

Prior to any anticipated change in carriers, the Employer will advise the Union 30 days in advance and a meeting will be convened with the Labour Management Committee to discuss any proposed changes to the benefit carrier.

22.2 Pay in Lieu of Benefits

Casual employees shall receive 7% in lieu of vacation pay and other benefits provided by statute.

22.3 Health & Wellness

All regular full-time and part-time employees will be eligible for reimbursement for any medical or holistic services not covered by the benefits plan to a maximum of \$350 per year. This is an employer paid benefit and therefore fees must be paid upfront and reimbursed by the Employer.

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, they shall receive the rate for the job.

(c) Notwithstanding the wage schedule (Schedule A) in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

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, they 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 61¢ per km.

(c) Employees shall be paid the following for meal allowances.

Breakfast	\$18
Lunch	\$20
Dinner	\$32

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 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 they will be paid 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 5%, contributed jointly between employer and employee.

This plan shall be voluntary.

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 will 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

(a) 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.

(b) The parties agreed that job descriptions will be reviewed and updated if necessary by the employees in consultation with the Director of Library Services.

The revised job descriptions will then be submitted to the Board for review and approval, within six 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 \$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 7% of the employee's annual gross salary to a maximum of \$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.

25.4 Menstrual Products

The Employer will provide in an accessible location in all washrooms under its control organic 100% cotton tampons and pads with at least regular absorbency at no cost to the users of those products.

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 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, 2024, to midnight June 30, 2026.

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, 2026, but in any event, not later than midnight May 30, 2026.
- (b) Where no notice is given by either party prior to May 30, 2026 both shall be deemed to have given notice under this article on May 30, 2026, 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 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:**

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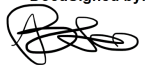
Paul Finch
President

**SIGNED ON BEHALF OF THE
EMPLOYER:**


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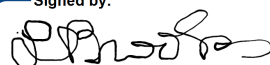
Matthew Rankin
Director of Library Services

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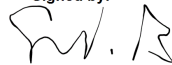
Jill Baccante
Bargaining Committee Member

Signed by:

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Michael Bourcet
Board Chair

Signed by:

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Lorraine Brooks
Bargaining Committee Member

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Samuel Bennett
Bargaining Committee Member

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Tennille Penner
Staff Representative

Date: January 24, 2025

APPENDIX A Wage Rates

Wages shall be retroactive to July 1, 2024.

July 1, 2024 - 4% increase

July 1, 2025 - 4% increase

Position	January 1, 2024	July 1, 2024	July 1, 2025
Children's Services & Program Coordinator - Step 1	\$32.64	\$33.95	\$35.30
Children's Services & Program Coordinator - Step 2	\$33.34	\$34.67	\$36.06
Children's Services & Program Coordinator - Step 3	\$35.35	\$36.76	\$38.23
Accounting & Office Administrator -Step 1	\$28.90	\$30.06	\$31.26
Accounting & Office Administrator -Step 2	\$29.65	\$30.84	\$32.07
Accounting & Office Administrator -Step 3	\$31.66	\$32.93	\$34.24
Library Technician - Step 1	\$28.74	\$29.89	\$31.09
Library Technician - Step 2	\$29.92	\$31.12	\$32.36
Library Technician - Step 3	\$31.11	\$32.35	\$33.65
Access Services Coordinator - Step 1	\$25.66	\$26.69	\$27.75
Access Services Coordinator - Step 2	\$26.84	\$27.91	\$29.03
Access Services Coordinator- Step 3	\$28.46	\$29.60	\$30.78
Circulation Services Coordinator - Step 1	\$25.66	\$26.69	\$27.75
Circulation Services Coordinator - Step 2	\$26.84	\$27.91	\$29.03
Circulation Services Coordinator - Step 3	\$28.46	\$29.60	\$30.78
Lead Library Assistant - Step 1	\$25.66	\$26.69	\$27.75
Lead Library Assistant - Step 2	\$26.84	\$27.91	\$29.03
Lead Library Assistant - Step 3	\$28.46	\$29.60	\$30.78
Library Clerks - Casual **	\$21.29	\$22.14	\$23.03
Library Assistant - Step 1	\$17.78	\$18.49	\$19.23
Library Assistant - Step 2	\$18.77	\$19.52	\$20.30
Library Assistant - Step 3	\$19.14	\$19.91	\$20.70

** Library Clerks - Casual upon completion of 1,560 hours will receive the rate of the Circulation Services Coordinator Step 1.

APPENDIX B List of Arbitrators

Corinne Bell
Mark Brown
Arne Pletz
Ken Saunders
Chris Sullivan

MEMORANDUM OF UNDERSTANDING 1 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 30 days to discuss wage rates.

MEMORANDUM OF UNDERSTANDING 2 Northern Travel Allowance

(1) PURPOSE & SCOPE:

(2) The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Collective Agreement between FSJPLA and the BCGEU under Article 25 - General Conditions, Section 25.3 - Northern Travel Allowance (a) full-time Employees & (b) part-time employees.

(3) BACKGROUND:

The Collective Agreement states in Article 25.3 (a) - Full-Time Employees that:

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

States in Article 25.3 (b) - Part-Time Employees that:

- *"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 7% of the employee's annual gross salary to a maximum of \$3000 per year, whichever is least, for income tax purposes. The benefit is applicable to only regard 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."*

Based on discussions with the FSJPLA Auditor (Sander Rose Bone Grindle LLP) and the FSJPLA Board Treasurer (Nick Zhang, CPA), it was determined that the Library owes this amount to employees on top of regular pay.

(4) FSJPLA RESPONSIBILITIES UNDER THIS MOU:

FSJPLA shall undertake the following activities:

- Pay the Northern Travel allowance in addition to regular pay for both full-time and part-time employees. Starting from January 2021 forward.

(5) **BCGEU RESPONSIBILITIES UNDER THIS MOU:**

BCGEU shall undertake the following activities:

- N/A

(6) **IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- Northern Travel Allowances will be paid out to eligible employees during each pay period.

(7) **EFFECTIVE DATE AND SIGNATURE:**

This MOU shall be effective upon the signature of parties A and B authorized officials. It shall be in force starting from January 1, 2021 (Backdated).

FSJPLA and BCGEU indicate agreement with this MOU by their signatures.

MEMORANDUM OF UNDERSTANDING 3

Local and Provincial Emergencies

Where a local or provincial emergency is declared that impacts bargaining unit employees, the Employer will notify the Union as soon as reasonably possible.

The Employer will provide relevant information to the Union.

The Employer and the Union will meet as soon as reasonably possible to discuss the details and impacts related to the emergency.

MEMORANDUM OF UNDERSTANDING 4

Remote Work

The parties recognize that employees may, in certain situations, be able to perform their job duties while working remotely and agree that remote work arrangements may be approved subject to the terms of this memorandum of understanding ("MOU").

(1) This MOU shall only apply to regular employees who have successfully passed their probationary period under Article 5.1. Temporary employees in posted positions may be considered for remote work arrangements in limited circumstances.

(2) Remote work arrangements under this MOU are not intended to be a substitute for other forms of leave under the collective agreement.

(3) Employees may request approval from the Director for remote work arrangements. Approval shall not be unreasonably withheld, but shall be subject to operational requirements and the following criteria:

(i) There must be sufficient employees at the workplace to perform any work required to be done and for service to continue uninterrupted.

(ii) The Employee must have all necessary furniture, space and equipment to perform the full scope of their job duties.

- (iii) There will be no additional costs from the remote work arrangements borne by the Employer.
 - (iv) If there are multiple requests for remote work arrangements and not all can be accommodated, approvals will be in order of date received by the Director.
- (4) Employees seeking remote work arrangements are responsible for the following:
 - (i) Ensuring the remote work location is adequately equipped and maintained from a health and safety perspective.
 - (ii) Ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on the full scope of their job duties.
- (5) Individual remote work arrangements may be cancelled with 30 calendar days notice by the Employer or the Employee.