

COLLECTIVE AGREEMENT

BETWEEN

THE PENTICTON PUBLIC LIBRARY



**PENTICTON
PUBLIC LIBRARY**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 608**



JANUARY 1, 2025 – DECEMBER 31, 2027

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AGREEMENT BETWEEN:

THE PENTICTON PUBLIC LIBRARY
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Penticton Public Library (hereinafter called the "Employer") and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

1.02 Singular and Plural

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

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Management Rights

Except as otherwise provided in the Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

ARTICLE 3 UNION RECOGNITION & BARGAINING UNIT

3.01 Bargaining Agent

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.

3.02 Work of the Bargaining Unit

The Parties recognize the extent to which excluded supervisors currently perform work normally done by employees of the bargaining unit. Any concerns arising from the current practice shall be discussed by the Labour Management

Relations Committee. The Union has the right to file a grievance for any significant expansion of the current practice.

3.03

Application

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of this Agreement shall apply thereto.

ARTICLE 4 NO DISCRIMINATION

4.01

Discrimination

- a) There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of the protected grounds listed in the Human Rights Code (BC) as amended from time to time, including Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. These protections are subject to the exceptions of a set out in the Human Rights Code, as it relates to age, to a bona fide scheme based on seniority, or as it relates to marital status physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide e-group or employee insurance plan, or with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement. Furthermore, the parties agree that there shall be no discrimination based on membership or activity in a trade union, employer organization or occupational association.
- b) The parties recognize the importance of diversity, equity and inclusion ("DEI") initiatives as a means of promoting and increasing diversity in the workplace and ameliorating conditions of disadvantage because of Indigenous identity, race, colour, ancestry, place of origin, physical or mental disability, sex, sexual orientation, or gender identity or expression, in accordance with the Human Rights Code.

4.02 Harassment

All personnel have the right to work without harassment. Any complaint alleging harassment, if not resolved under the Employer's policies in respect of workplace harassment, will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.

ARTICLE 5 UNION SECURITY**5.01 Maintenance of Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, maintain their membership in the Union as a condition of their employment.

ARTICLE 6 CHECK OFF OF UNION DUES**6.01 Check off**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, shall sign a check off form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly Union dues as established by the Union in accordance with its Constitution and/or Bylaws.

6.02 Payment of Union Dues

While this Agreement continues to apply to those employees who have signed the check off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues.

6.03 Payment of Initiation Fee

The Employer shall deduct from the employee's earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04. Should the dues structure change, the Union will advise the Employer.

6.04 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and forwarded to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply addresses of all employees from whose wages the foregoing deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer will supply all new employees in the CUPE Local 608 bargaining Unit, with a copy of this agreement.

7.02 Accessible Collective Agreement

The Employer will ensure the current Collective Agreement is available on the Intranet site where available.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall always include a copy to the Chief Librarian and to the Secretary of the Union.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Labour - Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representatives of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union.

9.03 Function of Labour - Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee, unless otherwise agreed between the Parties.

9.04 Meetings of Committee

Regularly scheduled Committee meetings may occur monthly or as required. At a minimum, meetings will be held three (3) times per year.

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.05 Time Off for Meetings

Any representative of the Union on the Labour-Management Relations Committee shall attend Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

9.06 Collective Bargaining

A maximum of two (2) employees who are representatives of the Union shall be given permission to leave their employment to carry on collective bargaining with the Employer with respect to the renewal of this Agreement, and they shall suffer no loss of pay whilst acting in such capacity.

9.07 Representatives of the Canadian Union of Public Employees

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

ARTICLE 10 PERSONNEL POLICIES

10.01 Copies to be Posted

Copies of all personnel policies made by the Employer for employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards or by other means of communication.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Stewards and representatives shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from the Chief Librarian to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Definition of Grievance

“Grievance” means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly.

“Party” shall mean the Union and/or the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

11.03 Settling of Grievances

The Parties encourage employees to resolve issues directly with their immediate supervisor. If a resolution is not reached, the following shall apply:

Step 1

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within fifteen (15) days from the time the grievance became known to the employee.

Step 2

If a satisfactory settlement is not reached after Step One the grievance may be submitted, in writing, to the Chief Librarian and the Parties will meet, or have meetings in an effort to resolve the grievance within twenty-five (25) working days of Step One.

11.04 Grievance to Arbitration

If a satisfactory settlement is not reached after step two the Union may refer the grievance to arbitration and name its nominee to the arbitration panel within fifteen (15) days.

11.05 Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

11.06 Employer Grievance

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, Chief Librarian, or their authorized representatives, shall meet with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 12.

ARTICLE 12 ARBITRATION

12.01 Board of Arbitration

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by each party, the third (3rd), who shall be Chairperson, to be selected by the two (2) so appointed. The members chosen by the parties must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairperson. If they fail

to agree on a Chairperson, either party may apply to the Minister of Labour to appoint a Chairperson.

- b) Upon their selection or appointment, the Chairperson of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairperson's selection or appointment.
- c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairperson and other expenses of the Board.

12.02 Amending of Time Limits

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may be extended by mutual agreement of the parties.

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.04 Single Arbitrator

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

ARTICLE 13 DISCHARGE, SUSPENSION & DISCIPLINE

13.01 Warnings

When the Employer intends to interview an employee for disciplinary purposes, the Employer shall arrange for a Union representative to be present at the interview unless the employee, of their own accord, requests otherwise. The Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy thereof to the Secretary of the Union.

13.02 Procedure Upon Discharge or Suspension

Any discipline, discharge or suspension of an employee shall only be for just and reasonable cause.

13.03 Picket Line

Just and reasonable cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other Penticton Library employees who are engaged in legal strike.

13.04 Reason in Writing

When an employee is discharged or suspended, they shall be given the reasons for such discharge or suspension in writing.

13.05 Special Grievance

A claim by an employee that they have been discharged or suspended for other than just and reasonable cause shall be treated as a special grievance and may be submitted directly to the Chief Librarian under Step 2 of Article 11.03.

13.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been suspended or discharged for other than just and reasonable cause, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost during the next pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.07 Personnel File

The Employer agrees that all employees may view their personnel file, in the presence of the manager, and may make copies thereof. Any employee may respond in writing to any report on their personnel file. Such response shall become a part of the personnel file. Provided there have been no further offences, any reference to discipline shall be removed from an employee's file after twenty-four (24) months, excluding cases involving harassment.

13.08 Right to Refuse Unsafe Work

In accordance with the Occupational Health and Safety Regulations, an employee shall not be disciplined for refusal to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority for regular full time employees shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis unless

otherwise specified. Seniority for regular part time employees shall be prorated according to actual hours worked [thirty-seven and one half (37½) hours = one (1) week seniority].

14.02 Probationary Employees

New employees shall be considered to be probationary employees until they have been continuously employed for four hundred and eighty-seven and one half (487.5) hours, and during such probationary period they shall not be entitled to seniority and may be discharged for lack of suitability. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment. The Employer may extend the probation period for not more than an additional one hundred fifty (150) hours if it deems it necessary in order to determine employee suitability.

14.03 Seniority List

The Employer shall prepare and keep an up to date seniority list of all employees who have qualified for seniority. The seniority list shall be posted at all times on the employee bulletin boards and shall be revised quarterly.

14.04 Loss of Seniority

- a) An employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer except as provided in Article 14.04b.
- b) An employee shall lose their seniority in the event:
 - i) They are discharged for just cause, and are not subsequently reinstated;
 - ii) They resign;
 - iii) They are absent from work in excess of four (4) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) They are laid off for more than twelve (12) months;
 - v) They are absent from work because of sickness or accident for longer than three (3) years.
- c) Except as provided in Article 14.04d, when an employee loses their seniority their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.
- d) In the event an employee loses their seniority as a result of any ground prohibited by the Human Rights Code, they will maintain their employment relationship. The Parties recognize their obligations under Duty to Accommodate, which may include the adjustment or re-establishment of the disabled employees' seniority.

14.05 Employee Categories

In addition to regular full time and regular part time employees, the Employer may employ the following:

a) Grant Workers

All “Grant Workers” will be considered “employees” insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union on a case-by-case basis.

b) Student Pages

Student Pages are employees who:

- Are attending school, college or university and who intend to return to school, college or university in the subsequent academic year.
- Shall be paid the student rate indicated in Schedule “A” of the Agreement, plus sixteen (16%) percent in lieu of health and welfare benefits and annual vacation paid on their regular bi-weekly pay.
- Shall acquire seniority in accordance with Article 14.01.

c) Casual Employees

Casual employees are defined as:

- Employed “as and when needed”, for a specified period of time to fill a position that is available due to absence or extra workload.
- Are paid the rate of the position they are filling.
- None of the provisions of this Agreement, other than wage rates, Union dues deductions, and access to grievance procedure shall apply to casual employees.
- Casual employees shall not accrue seniority; however, if they become full time or part time employees, past service within the twelve (12) months immediately prior to their regular appointment will be prorated as part of their seniority determination.
- A part time employee who works as a “casual employee” shall continue to be considered a part time employee.

14.06 Student Placements

a) Practicum Students

Students from a recognized library school program shall be permitted to do practicum work for a specified period of time to fulfill the requirements of their programs. The Employer shall advise the Union in writing of a practicum student. This Agreement shall not apply to practicum students, except for Article 17. Practicum student shall not receive any pay while on practicum placement.

The assignment of Practicum students shall not result in the lay-off or reduction of hours of any regular employee.

b) Special Needs Students

High School special needs students shall be permitted to do short-term assignments at the Library. The Employer shall advise the Union in writing of any student. This Agreement shall not apply to special needs students, except for Article 17. Special needs students shall not receive any pay while on practicum placement.

The assignment of a special needs student shall not result in the layoff or reduction of hours of any regular employee.

ARTICLE 15 PROMOTIONS, DEMOTIONS & TRANSFERS

15.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

15.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this agreement, notice of such vacancy or new position shall be posted for a period not less than seven (7) calendar days. The posting shall include a classification summary and salary. Copies of the posting will be sent to the Union.

15.03 Employee Trial Period

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall serve a trial period of four hundred and eighty-seven and one half (487.5) hours. At any time during the four hundred and eighty-seven and one half (487.5) hours trial period, the Employer shall have the right to remove the employee from the position, and the employee shall have the right to leave the position. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not satisfactory, the Employer may extend the trial period for not more than one additional one hundred (150) hours, or the employee shall return to their former job.

15.04 Temporary Job Opportunities

Temporary job opportunities resulting from the absence of an employee or extra workload, for a period exceeding thirty (30) days' duration shall be posted. If the successful applicant is an existing employee, they will return to their former position upon completion of the temporary term.

15.05 Placement of Disabled Employees

Employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.

15.06 Written Notice Prior to Absence

If an employee, prior to going on vacation or leave of absence, provides written notice to the Chief Librarian of their intent to apply for an anticipated job posting, they shall be considered as having applied for such posting.

15.07 On the Job Training

Sufficient training shall be provided to allow employees to perform the duties of their position efficiently. To ensure such, training requirements shall be regularly discussed at the Joint Labour Management Relations Committee.

15.08 Professional Development

For the purposes of Professional Development (training that aids an employee in the performance of their duties and which benefits the Employer) an employee must obtain advance approval of any absence required. The Employer shall pay reasonable course costs directly to the provider and the employee shall suffer no loss of pay. Such leave and pay shall not be unreasonably denied.

ARTICLE 16 LAYOFFS & RECALLS

16.01 Layoffs

The provisions of Article 16 shall not apply in the event of a suspension of work due to inclement weather or emergency conditions beyond the control of the Employer for up to two (2) shifts.

16.02 Notice of Layoff

The Employer shall notify employees who are to be laid off, a minimum of seven (7) calendar days before layoff is to be effective.

16.03 Layoff Procedure

In the event of layoff, such layoff shall be according to the following order:

- 1) Casual employees
- 2) Probationary employees
- 3) Student employees
- 4) Part time employees
- 5) Full time employees

Employees shall be laid off in reverse order of seniority within each classification as listed above.

16.04 Responsibility of Employee

It shall be the responsibility of a laid off employee to keep the Employer informed of their current address and telephone number at which they may be contacted.

16.05 Bumping

Laid off employees may bump less senior employees in equal or lower positions, subject to their qualifications. Bumping shall be limited to the initial bump plus one (1) further.

16.06 Recalls

- a) Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available.
- b) For a one-year period, employees who are recalled from layoff shall return to the position they held prior to layoff, consistent with their seniority, prior to the position being posted.

16.07 Return to Work

Such employees shall return to work within seven (7) calendar days (or such longer period as may be mutually agreed upon) after recall notice has been received.

ARTICLE 17 HOURS OF WORK

17.01 Normal Work Day and Normal Work Week

The normal workday and the normal workweek shall be:

a) Fulltime Employees

Five (5) consecutive days, thirty-seven and one half (37½) hours, Monday to Saturday.

Seven and one half (7½) consecutive hours between 8:00 am and 9:00 pm.

Two (2) consecutive days off per week.

b) Part time Employees

Up to five (5) days or thirty-seven and one half (37½) hours, Sunday to Saturday.

Up to seven and one half (7½) consecutive hours between 8:00 am and 9:00 pm.

- c) Notwithstanding the provisions of 17.01(a & b), the Employer and the Union may vary the normal working hours, by mutual agreement.

- d) The Employer and an employee may also mutually agree to temporarily adjust the employee's shifts.

17.02 Christmas and New Years Eve

All Library operations shall close at 3:00 pm on Christmas Eve and New Year's Eve with no loss of salary to fulltime employees or part time employees who are scheduled to work later than 3:00 pm.

17.03 Emergency Closure

In the event of an emergency closure, employees shall be paid for the remainder of their regularly scheduled shift.

17.04 No Split Shifts

There shall be no split shifts worked by, or scheduled for, any employee. In exceptional circumstances, split shifts will be allowed when the employee agrees of their own accord.

17.05 Rest and Lunch Periods

Employees working five (5) hours or less shall receive a fifteen (15) minute rest period.

Employees working more than five (5) hours and less than seven and one half (7½) hours shall receive a fifteen (15) minute rest period and a one half (½) hour unpaid lunch break.

17.06 Notice of Shift Change

Employees whose shifts are changed shall normally be provided two (2) weeks' notice. In no case shall such notice be less than one (1) week.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal workday, time and one-half (1½) for the first two (2) hours and double-time (2X) thereafter.
- b) On an employee's days of rest, double time (2X).

18.02 Authorization

All overtime must be authorized by the Chief Librarian or designate.

18.03 Paid Time Off in Lieu of Worked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and the Chief Librarian, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

ARTICLE 19 STATUTORY HOLIDAYS

19.01 Statutory Holidays Listed

The Employer will observe the following as paid statutory holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

19.02 Another Day is Substituted

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 19.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

19.03 When Holiday Falls on Non-Working Day

Should a statutory or public holiday be observed on a day that is a non-working day for a fulltime employee, such employee shall be given a day in lieu of the statutory holiday. Days in lieu are to be taken within twelve (12) months of their acquisition and prior to year end and shall be scheduled by mutual agreement.

19.04 Scheduling on Statutory Holidays

No employee shall be required to work on a statutory or public holiday.

19.05 Holiday Occurring During Annual Vacation

Should a statutory or public holiday occur during an employee's annual vacation period, the fulltime employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

19.06 Deduction from Stat Bank

An employee shall not be entitled to a working shift holiday or portions thereof in lieu of a Statutory Holiday for hours not worked due to time off while on Long-Term Disability, unpaid leaves, or Workers' Compensation claims that exceed 6 months.

In the event an employee is placed on Long-Term Disability or a Workers' Compensation claim exceeding 6 months, they shall not earn Statutory Holiday entitlement for the period not worked immediately preceding said Long-Term Disability or Workers' Compensation claim exceeding 6 months.

The calculation of time to be deducted from entitlement (i.e., stat bank) shall be as follows:

$$\frac{\text{Hours not worked}}{1950} \times 97.5 = \text{Hours to be deducted from stat bank}$$

ARTICLE 20 ANNUAL VACATIONS

20.01 Definition of Vacation Year

The term “vacation year”, as used in this Agreement, shall mean the 12-month period running from January 1st to December 31st of the previous calendar year.

20.02 New Employees

Regular full-time employees with a start date that follows January 1, 2025, shall be entitled to three weeks (6%) of annual vacation during their first year of employment, frontloaded and prorated to their start date. Vacation leave will be frontloaded in each subsequent year. In all cases of termination of service, adjustment will be made for any overpayment or underpayment of vacation entitlement at date of termination.

20.03 Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

20.04 Employees With 1 Year Service

An employee who has completed one (1) but less than seven (7) years service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks [fifteen (15) working days]. Payment for such vacation shall be at the employee’s rate of pay as at the time they take their vacation.

20.05 Employees With 7 Years Service

An employee who has completed seven (7) but less than fifteen (15) years service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks (twenty (20) working days). Payment for such vacation shall be at the employee’s rate of pay as at the time they take their vacation.

20.06 Employees With 15 Years Service

An employee who has completed fifteen (15) years service or more at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks (twenty-five (25) working days). Payment for such vacation shall be at the employee’s rate of pay as at the time they take their vacation.

20.07 Employees With 25 Years Service

An employee who has completed twenty-five (25) years service or more at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks [thirty (30) working days]. Payment for such vacation shall be at the employee’s rate of pay as at the time they take their vacation.

20.08 Employees on Leave / WCB

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

Employees on an unpaid leave of absence in excess of fifteen (15) working days in a given month shall not accrue vacation for that month.

20.09 Part Time Employees

Part time employees shall receive sixteen (16%) percent in lieu of health and welfare benefits and annual vacation paid on their regular bi-weekly pay.

20.10 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority for employees who have submitted their vacation requests by March 31st of each calendar year.

20.11 Vacation Carry Over Requests

Vacations earned during the vacation year shall be taken in the calendar year immediately following. Any vacation carry over in excess of 5 days will not be considered.

20.12 Termination of Employment

Any outstanding vacation accrual shall be paid to the employee within two (2) weeks of their termination of employment. Such payment will be adjusted by the amount (if any) owed by the employee to the employer.

ARTICLE 21 HEALTH LEAVE

21.01 Health Leave

Health Leave is a period of time that a full-time employee is permitted to be absent from work due to illness and various health related absences including medical and dental appointments. (Article 22.11)

- a) On January 1st of each year, all active regular full-time employees shall be credited the equivalent of two (2) workweeks of paid leave which shall be placed in a Sick Leave Bank. Employees may use up to the amount credited each year for approved sick leave.

New employees shall be eligible for sick leave following ninety (90) consecutive days of employment and shall have their sick leave entitlement prorated based on their start date, but shall not receive less than five (5) days of paid leave placed in a Sick Leave Bank.

The Sick Leave Bank exceeds the requirements of section 49.1 of the Employment Standards Act British Columbia (ESABC) and is inclusive of this legislated benefit. Any remaining balance of the Sick Leave Bank shall expire on December 31st of each year and does not carry forward to subsequent years.

The definition of "workweek" is the standard workweek typically scheduled for an employee, excluding overtime.

Pay, for sick leave, shall be deducted from the employee's sick leave bank on an equivalent and actual time basis to a maximum of five (5) days per sick leave claim, subject to the balance in the employee's sick leave bank. An employee must follow any and all requirements of the Employer to qualify for sick leave pay.

- b) Commencing on the sixth (6th) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1st) day of health leave; an employee who continues to qualify for health leave shall receive seventy five percent (75%) of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of wage indemnity. An employee who is required to undergo a medical procedure that results in the employee being unable to perform the duties of their position for a period of fourteen (14) calendar days, or more, shall qualify for the Wage Indemnity benefit from the first (1st) day of absence.

21.02 Workers' Compensation

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay, upon request of the employee, full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the WCB subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

An employee who has received Workers' Compensation and who participates in a Gradual Return to Work Program may earn vacation credits on a pro-rata basis.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave, provided the employee's request is in writing, and that the granting of such leave will be subject to the Employer's approval.

22.02 Leave for Union and Other Purposes

An employee who is elected to a position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding

one (1) year. Such leave may be renewed by mutual agreement between the Employer and the Union.

22.03 Leave for Union Conventions

In addition to the leaves allowed under Article 22.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will not be unreasonably withheld.

22.04 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. "Immediate family" shall mean: spouse, child, step-child, parents, brother, sister, grandparents, grandchild, step parent, step children, foster child, foster parent, aunt, uncle, niece, nephew, fiancée; and the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, parents or step-parents, child or step-child.

Additional leave of absence with pay for travel may be granted by the Chief Librarian.

One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the Chief Librarian.

22.05 Maternity Leave

Maternity leave is governed by *Section 50 of the Employment Standards Act (BC)*.

22.06 Parental Leave

Parental leave is governed by Section 51 of the Employment Standards Act (BC).

22.07 Duties of the Employer

- a) The Employer must not, because of an employee's maternity or parental leave, terminate employment or change a condition of employment without the employee's written consent.
- b) As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking maternity or parental leave.

22.08 Employment Deemed Continuous

- a) The service of an employee who is on maternity or parental leave is deemed continuous for the purpose of calculating annual vacation

entitlement and any pension, medical or other plan beneficial to the employee

- b) The Employer must continue to make payments to these plans if the Employer pays the total cost of the plan or if the employee chooses to continue to pay their share of a jointly paid plan (continuation of pensionable service is subject to the MPP Act).
- c) The employee is entitled to all increases in wages and benefits they would have been entitled to had maternity or parental leave not been taken.
- d) Article 22.07 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 22.05 or 22.06.

22.09 Jury Duty or Court Witness

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

22.10 Family Responsibility Leave

Full-time and part-time employees are entitled to up to five (5) days leave of absence during each employment year to meet responsibilities related to:

- i) The care or health of a child in the employee's care,
- Or
- ii) The care or health of any other member of the employee's immediate family.

The first three (3) days of leave will be with pay with the other two (2) days without pay.

22.11 Medical and Dental Appointments

Where it is not possible to schedule medical or dental appointments outside regular scheduled working hours, reasonable time off without loss of pay shall be permitted. Such time shall not exceed two (2) hours per month without accessing their Health Bank.

ARTICLE 23 WAGES, SALARIES & APPLICABLE PROVISIONS

23.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement.

23.02 Promotions, Demotions and Temporary Assignments

- a) In the event an employee is promoted or temporarily assigned to a higher rated classification, for longer than one consecutive shift, they shall receive the higher rate of pay for all hours worked.

- b) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- c) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

23.03 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium apply to the same hours of work only the higher rate shall be paid.

23.04 Shift Differential

A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked (except by student pages) between the hours of 5:30 p.m. in one (1) day and 5:00 a.m. the following day, and for all hours worked on a weekend. (Saturday and Sunday)

23.05 First Aid Attendant Premiums

When an employee is requested to take a first aid course, upon successful completion the Employer will fully reimburse the employee the costs of the course. The designated first aid attendant shall receive fifty cents (\$0.50) per hour worked in addition to their regular pay.

23.06 Person in Charge

When management is not present, a premium of two dollars and fifty cents (\$2.50) per hour shall be paid to one (1) employee to act as the Person in Charge (PIC) in the following circumstances:

- 1) Tuesday and Thursday after 5:30 pm
- 2) Saturday 9am – 5:30 pm

23.07 Mileage

Mileage allowance for employees using their vehicles for library business shall be paid at the current City of Penticton rate.

ARTICLE 24 NEW OR CHANGED CLASSIFICATIONS

24.01 Job Descriptions

All bargaining unit positions listed in Schedule “A” shall have a corresponding job description which will be placed in a digital document storage location made available to employees.

24.02 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule “A”. Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing. Should the position be posted prior to agreement, the posting shall indicate that the rate of pay is subject to agreement between the

Union and the Employer. Within thirty (30) working days of such submission and posting, the Union may request to meet with the Employer to review the rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

24.03 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the rate, the Union may request to meet with the Employer to review the rate. If within thirty (30) working days of the submission of such request, which shall be in writing, and shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

24.04 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Parties.

ARTICLE 25 PENSION PLAN

25.01 Pension Plan

- a) The Public Sector Pension Plans Act applies to the Employer and its employees in accordance with the Pension Plan rules.
- b) Subject to 25.01(a) the Employer, in addition to its own contributions on the employees' behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contribution required of the employee under the provisions of the Public Sector Pension Plans Act.

25.02 Retirement Planning

All eligible employees, as per Article 25.01(a) shall receive time off without loss of pay to attend the Municipal Pension Plan seminar.

ARTICLE 26 HEALTH & WELFARE COVERAGE

The following benefits will be provided to fulltime employees:

26.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice-annual earnings and double indemnity for Accidental

Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be paid by the Employer.

26.02 Medical Services Plan

Each eligible employee shall be enrolled in the Medical Services Plan at no cost to the employee.

26.03 Extended Health Benefit

Each eligible employee shall be enrolled in the Extended Health Plan at no cost to the employee. Benefits shall include:

- a) Vision Care - \$100 per exam per 2 calendar years
- b) Professional Services - \$1,500 total benefit (80% coinsurance for the first \$1,000) including chiropractor (excluding x-rays), massage therapy, physiotherapy, and naturopathy.

26.04 Dental Plan

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

- a) Basic Dental Services (Plan "A") - Plan pays one hundred (100%) percent of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays sixty (60%) percent of approved schedule of fees.
- c) Orthodontics (Plan "C") - Plan pays fifty (50%) percent of approved schedule of fees to a maximum lifetime limit of four thousand (\$4,000) dollars.
- d) Premium costs for the Dental Plan shall be paid by the Employer.

26.05 General Principles

- a) Participation in the aforementioned Plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Extended Health, Dental and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service.

- c) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits.

- d) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

26.06 Long Term Disability

The current LTD plan for Library employees is the City of Penticton (excluded) LTD plan. A copy of the plan will be posted in the Library.

26.07 Present Conditions

All health and welfare benefits which employees now enjoy, receive or possess, as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Disputes

During the term of this Agreement, any disputes arising in relation to any adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

27.02 Significant Technological Change

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

- a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; or
- b) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer must provide a minimum 90 days' notice to the Union of its intent to do so. Either party may, if the dispute cannot be settled in direct negotiations, refer the matter of an appropriate adjustment plan directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

27.03 Arbitration Board Decision on Technological Change

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- a) may make any one or more of the following orders:
 - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

- iii) that the Employer reinstate any employee displaced by reason of the technological change;
- iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- b) The Arbitration Board may also assist the Parties in arriving at an acceptable adjustment plan as part of the arbitration process.

27.04

Notice

In order to ensure cooperative discussions as to any required adjustments plans arising from a technological change, the Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

- a) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; or
- b) Alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 28 OCCUPATIONAL HEALTH & SAFETY

28.01

Joint Safety Committee

A Joint Safety Committee shall be established in accordance with the Occupational Health & Safety Regulations. Worker representatives on the committee are to be selected according to the procedures established or agreed upon by the Union. The committee shall meet monthly. A copy of all meeting minutes shall be sent to the Union and the Employer.

28.02

Rights & Protections

The Employer and the Union acknowledge that all employees are entitled to rights and protections offered by the Workers' Compensation Act (the "Act") specifically including:

1. The legal right to a healthy and safe workplace which includes the right to refuse unsafe work and raise health and safety concerns; and,
2. The obligation of the Employer to implement policies and procedures to prevent bullying and harassment in the workplace.

Where this Agreement and the Act differ, the provisions of the Act shall prevail except where this Agreement exceeds the rights set out in the Act.

Where, by way of amendment, the Act ceases to accord the employee with a particular protection or right, the employer will no longer recognize such a protection or right except where such protections or rights are specifically set out in this Agreement.

28.03 Health & Safety Plan

The Employer will implement and maintain a Health and Safety Program in cooperation with the joint health and safety committee that will:

- a) Identify and control hazards in the workplace.
- b) Help prevent injuries and mitigate disease.
- c) Limit the Library's financial losses resulting from injuries and disease.
- d) Promote a positive health and safety culture.
- e) Outline the importance of, and provide guidance on, health and safety processes such as workplace inspections, investigations, safe work procedures, management meetings for health and safety, joint health and safety committee requirements, and the tracking and trending of OHS records and statistics.
- f) Include sub-programs focused on health and safety issues pertinent to the Library.

28.04 Violence Prevention Program

Violence and harassment are not part of the job, nor are they an expectation or requirement of employment. Violence and harassment in any form is not acceptable in the workplace.

The Employer will implement and maintain a Workplace Violence Prevention Program in cooperation with the joint health and safety committee. The program will, at minimum, include the following components:

- a) Written policy to eliminate or minimize risk
- b) Regular risk assessments
- c) Prevention procedures
- d) Worker and supervisor training
- e) Procedures for reporting and investigating incidents
- f) Incident follow-up
- g) Program review and audit procedures

If there is an incident of violence in the workplace, the Employer will engage all employees affected by the incident, including those who were witness to the incident, in a critical incident debriefing conducted by qualified personnel. If an employee requires time off to attend the debriefing, it will be without a loss of pay.

The Employer will provide annual paid education and training on the prevention of workplace violence to all employees. The Employer agrees to provide all education and training during regular working hours. When employees receive education and training, they will be paid in accordance with the terms of this Agreement.

28.05 Emergency Response Plan

The Employer will implement and maintain an Emergency Response Plan in cooperation with the joint health and safety committee. The Plan will, at minimum, include the following components:

- a) Purpose
- b) Communication
- c) Evacuation
- d) Risk Assessment
- e) Disaster Preparedness
- f) Emergency Level Determination
- g) Employee Training
- h) Business Continuity Planning
- i) Coordination

ARTICLE 29 GENERAL

29.01 Job-Related Liability Protection

The Employer and the Union agree to negotiate a job-related liability protection for employees in the event of the repeal of Section 54 of the Library Act [RSBC 1996] Chapter 264.

29.02 Third Party Liability

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives wage loss compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, the Employee shall repay the employer the corresponding wage loss compensation they received from the Employer for the period(s) of disability resulting from the above-noted accident or illness.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the employer for any compensation they receive from their private insurance carrier.

29.03 Bulletin Boards

Union notices may be posted on designated bulletin boards.

ARTICLE 30 TERM OF AGREEMENT

30.01 Term of Agreement

This Agreement shall take effect from January 1, 2025, and shall remain in effect until December 31, 2027, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect. The parties to this Agreement hereby exclude the operation of Subsection 2 of Section 50 of the Labour Relations Code.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 10th day of October , 2025.

ON BEHALF OF:
PENTICTON PUBLIC LIBRARY

Signed by:

05F28C75D977482...
Heather Buzzell, Chief Librarian

DocuSigned by:

C1A077988D59413...
Alex Castley, HR Manager

Signed by:

A1AC1D4A8D7943B...
Meghan Denslow, Senior HR Advisor

Signed by:

B6A683C89E5D4C7...
Shane Fox, Board Chair

ON BEHALF OF:
CUPE LOCAL 608

Signed by:

4036F1B0FB1C40A...
Jamie McDiarmid, President

Signed by:

5D5087326AD842E...
Lara Harker, Bargaining Committee

Signed by:

4850AE4D2FD3494...
Lindsey Curtis, Bargaining Committee

SCHEDULE “A” – PAY GRID

	2024 Rate	2025 Base Rate	January 1, 2025 5.00%	July 1, 2025 3.00%	January 1, 2026 3.75%	January 1, 2027 3.50%
Junior Page*	\$17.75	\$19.50	\$20.48	\$21.09	\$21.88	\$22.65
Senior Page*	\$18.99	\$20.79	\$21.83	\$22.48	\$23.33	\$24.14
Adult Page	\$20.26	\$22.62	\$23.75	\$24.46	\$25.38	\$26.27
Adult Page Call-In **	\$21.26	\$23.26	\$24.42	\$25.16	\$26.10	\$27.01
Library Assistant I	\$24.26	\$24.26	\$25.47	\$26.24	\$27.22	\$28.17
Library Assistant II	\$25.25	\$25.25	\$26.51	\$27.31	\$28.33	\$29.32
Programming Assistant	\$25.67	\$26.02	\$27.32	\$28.14	\$29.20	\$30.22
Library Assistant III	\$26.78	\$26.78	\$28.12	\$28.96	\$30.05	\$31.10
Library Technician I	\$27.07	\$27.74	\$29.13	\$30.00	\$31.13	\$32.22
Library Technician II	\$28.69	\$28.69	\$30.12	\$31.03	\$32.19	\$33.32
Library Technician III	\$29.68	\$29.68	\$31.16	\$32.10	\$33.30	\$34.47