

**COLLECTIVE AGREEMENT**

**BETWEEN**

**POWELL RIVER PUBLIC LIBRARY  
BOARD OF TRUSTEES**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 798-00**

January 1, 2022

to

December 31, 2026

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THIS AGREEMENT made this 1st day of November A.D., 2022

BETWEEN THE: -

**POWELL RIVER PUBLIC LIBRARY BOARD OF TRUSTEES**  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND THE: -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL NO. 798-00**  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain existing harmonious relationships between the Employer and the employees and to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called the "Union";

AND WHEREAS the Employer recognizes the Union as the sole agency for collective bargaining for all the Powell River Public Library employees for whom the Union has been certified as bargaining authority under the Labour Code of British Columbia;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, AGREE EACH WITH THE OTHER AS FOLLOWS:

## ARTICLE 1 - DEFINITIONS

### 1.01 *Employee*

Where used in this Agreement, the term "employee" means any person defined as such by the Labour Relations Code of British Columbia who is employed by the Employer save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

### 1.02 *Regular Full-Time Employee*

Where used in this Agreement, the term "regular full-time employee" means an employee who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule as defined in Article 16.01.

### 1.03 *Regular Part-Time Employee*

Where used in this Agreement, the term "regular part-time employee" means an employee who has successfully completed the requirements of the probationary period and who works a regular weekly schedule that is less than full-time as defined in Article 16.01.

### 1.04 *Regular Employee or Regular Workforce*

Where used in this Agreement, the term "regular employee" or "regular work force" means the Employer's full complement of regular full-time employees and regular part-time employees.

### 1.05 *Casual Employee*

- (a) Casual employee means an employee of the bargaining unit not employed as a regular employee and may be employed for the following purposes:
  - (i) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability expected to last for a duration of less than three (3) months; workers' compensation of less than three (3) months' duration, compassionate leave, education leave or other leaves,
  - (ii) non-repetitive projects expected to last for a duration of less than three (3) months' duration.

- (iii) work of an emergency nature.
- (b) Casual employees include all Project Assistants.
- (c) Casual employees shall not be eligible for Article 19 (except 19.04), Holidays; Article 20, Vacations; Article 21 (except 21.04, 21.05 and 21.07), Sick Leave; Article 22 (except 22.01 and 22.05), Leave of Absence; Articles 23.10; Article 24, Retirement (except as required by statute); and Article 26, Employee Benefits.
- (d) Article 13 notwithstanding, except Article 13.06, casual employees shall earn seniority on the basis of cumulative hours worked, which they may only exercise for purposes of applying for posted regular positions pursuant to Article 14.02. Seniority notwithstanding, casual employees shall be offered casual work on an equitable basis so as to ensure that all casual employees receive an equitable opportunity to perform such work.
- (e) Casual employees shall be paid fifteen percent (15%) of their gross earnings on each pay cheque in lieu of all statutory requirements and all of the benefits and perquisites of this Agreement to which they are not eligible.

#### *1.06 Probationary Employee*

Where used in this Agreement, the term "probationary employee" is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 14.03 (c).

#### *1.07 Regular Part-Time Employee Benefits*

Regular part-time employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time employee, except that:

- (a) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked.
- (b) Regular part-time employees whose regularly scheduled hours are fewer than seventeen point five (17.5) hours per week shall not be eligible for Medical Insurance and Dental Plan benefits. Such employees may elect to be paid the percentage in lieu of benefits set forth under Article 1.05(e)iii – by electing to take this percentage, the employee forfeits all benefit entitlements under

Article 26, vacation entitlements under Article 20, statutory holiday pay under Article 19, and sick leave and other such benefits under Article 21.

*1.08 Plural or Masculine Terms*

Throughout this Agreement, whenever the feminine gender or singular number is used, it shall be construed as meaning the masculine gender or the plural number, or vice versa, as the context requires.

*1.09 Chief Librarian*

Throughout this Agreement, whenever the term Chief Librarian is used, it shall be construed as meaning the Assistant Chief Librarian in the absence of the Chief Librarian.

**ARTICLE 2 - MANAGEMENT RIGHTS**

*2.01 Management Rights*

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any employee, and the right to determine job content, evaluate jobs and assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement, subject to the provisions of Article 10.

**ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

*3.01 Negotiations*

It is mutually agreed between the parties hereto that in any negotiations for the renewal or revision of the Agreement, the representatives appointed by each side shall not exceed five (5) members per side around the conference table.

### *3.02 Work of the Bargaining Unit*

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, EXCEPT for purposes of instruction, experimenting, or in emergencies when regular employees are not available, AND PROVIDED that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- (b) Notwithstanding the above, the Chief Librarian may perform bargaining unit duties on an intermittent basis, provided that this only occurs on a supernumerary basis. The Chief Librarian and Assistant Chief Librarian may also work regular reference shifts, so long as this does not reduce the hours of work or pay of any member of the bargaining unit.

### *3.03 No Other Agreements*

Except with the unanimous approval of the employee, the Employer and the Union, no employee 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.

### *3.04 Bargaining Unit*

The Employer recognizes the Canadian Union of Public Employees and its Local 798 as the sole and exclusive collective bargaining agent for all of its employees save and except those specifically excluded by the Labour Relations Board of British Columbia, or excluded by agreement of the parties, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### *3.05 Managerial Exclusions*

The following are exempt management employees:

- Chief Librarian
- Assistant Chief Librarian
- Network and Systems Administrator

### *3.06 Union Label, Pins and Badges*

Employees shall be permitted to wear Union pins and badges provided such pins or badges are approved by the Employer, which shall not be unreasonably denied.

In order that the general public shall be aware of the benefits of a Unionized service, the CUPE Local 798 Union Label shall be displayed as prominently as possible. The Building of the Employer shall bear the Union Label. Other uses of the Union Label shall be by agreement of the Labour-Management Committee.

## **ARTICLE 4 - DISCRIMINATION and HARASSMENT**

### *4.01 Work Environment*

Every individual employed by the Library is entitled to work in an environment that is free of discrimination and/or harassment.

### *4.02 Resolving Complaints*

The Employer and the Union agree to co-operate in resolving in a confidential manner all complaints of discrimination and/or harassment that may arise.

### *4.03 Disciplinary Action*

The Employer undertakes to discipline any individual in its employ when:

- (a) It is proven that such individual has engaged in discrimination and/or harassment.
- (b) It is proven that such individual has made an unfounded complaint of discrimination and/or harassment for malicious or vexatious reasons.

#### *4.04 Access To Grievance Procedure*

Any complaint or allegation of discrimination and/or harassment that is not satisfactorily resolved shall be dealt with by the parties through the grievance procedure. Any complaint alleging harassment will be dealt with in the grievance procedure commencing at Step 3.

#### *4.05 Prohibited Grounds For Discrimination*

The following are the prohibited grounds for discrimination under this Article: membership or activity in the Union; ancestry; race; colour; ethnic or national origin, or place of origin; age; nationality; political belief, association or activity; religion or creed; family status; gender; sex; sexual orientation; gender identity or expression marital status; physical or mental disability; permanent disability; 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; or any other prohibited grounds for discrimination under applicable law.

#### *4.06 Definition of Harassment*

For purposes of this Article, "harassment" means:

- (a) Any unwelcome conduct of a sexual nature, whether intentional or unintentional, that detrimentally affects the work environment or leads to job-related consequences for the victim(s) of the harassment.
- (b) Any discriminatory behaviour at or related to the workplace, whether intentional or unintentional, that creates an intimidating, offensive, embarrassing or humiliating work environment.
- (c) Inappropriate conduct or comments that the person knew or reasonably ought to have known would cause humiliation or intimidation.

Harassment does not include any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment, including but not limited to: performance management and corrective discipline.

#### *4.07 Managerial Rights and Responsibilities*

Nothing in this Article is to be interpreted or applied so as to limit or restrict in any way the Employer's ability to exercise, in good faith, its managerial rights and responsibilities.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### *5.01 All Employees to be Members*

All employees of the Employer except those specifically excluded in Article 3.05 shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.

#### *5.02 Member Contact Information*

Employee contact information related to new hires, retirements, and terminations (including any changes to existing employees' contact information) shall be forwarded to the Union on an ongoing basis.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

#### *6.01 Deductions*

- (a) The Employer shall deduct from every employee any monthly dues or initiation fees in accordance with the Union constitution and by-laws.
- (b) Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

#### *6.02 Dues Receipts*

When producing the Income Tax (T-4) slips, the Employer shall include the amount of Union dues paid by each Union member in the previous year on such Income Tax slips.

## **ARTICLE 7 - NEW EMPLOYEE ORIENTATION**

### *7.01 Union Agreement*

The Employer shall acquaint newly hired employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

### *7.02 Interviewing Opportunity*

A representative of the Union shall be given an opportunity, at a time convenient to the Employer, to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first (1<sup>st</sup>) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS**

### *8.01 Labour-Management Committee*

- (a) A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the Employer (including the Chief Librarian and/or Assistant Chief Librarian) and not more than three (3) representatives of the Union.
- (b) All and any matters of mutual concern pertaining to work, operational problems, conditions of employment and harmonious relations (excluding Collective Agreement negotiations) shall be referred to this Committee for discussion and recommendations.
- (c) The parties will develop an agenda for each Labour-Management Committee meeting that is to be held. Each party shall notify the other party, in writing, of the items that it is putting on the agenda, at least seven (7) calendar days prior to the meeting in question to allow time for preparation. Only items on the agenda shall be discussed at Committee meetings unless the parties mutually agree otherwise. The Employer shall prepare the final agenda for Committee meetings.
- (d) Four (4) regular Labour-Management Committee meetings (one (1) each business quarter) will be held each year, provided there are agenda items to be discussed at any such meeting. The date and

time for these regular Committee meetings shall be established by the parties on a mutually agreeable basis by January 30<sup>th</sup> of each calendar year.

#### *8.02 Time Off For Meetings*

- (a) Shop Stewards, Local Union Officers or the grieved party, not more than two (2) at any time, shall be permitted to leave their job up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours, PROVIDED they notify their supervisor of where they are going AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.
- (b) It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances and the Employer has access to the grievance procedure if it feels this provision is being abused.

#### *8.03 Representative of Canadian Union of Public Employees*

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

#### *8.04 Meeting of Committee*

In the event either party wishes to call a Labour-Management Committee meeting, the meeting shall be held at a time and place fixed by mutual agreement. HOWEVER, such meeting must be held not later than six (6) calendar days after the request has been given. The timeline can be extended subject to mutual agreement by the parties in writing.

#### *8.05 Earnings Maintained for Meetings*

The Employer shall maintain the normal straight-time earnings of employees who attend meetings with the Employer during their regularly scheduled straight-time hours, as follows:

- (a) To a maximum of two (2) employees, including the grievor, while attending grievance meetings with the Employer under Article 10.02 (this number shall be increased to three (3) employees when the Union's Grievance Chair is a Library employee);
- (b) To a maximum of two (2) employee representatives attending Labour-Management Committee meetings with the Employer under Article 8.01; and,
- (c) To a maximum of two (2) employee representatives on the Union's Bargaining Committee who attend collective bargaining meetings with the Employer.

#### *8.06 Staff Meetings*

The Employer shall provide at least three (3) calendar days notice to employees when it intends to hold a staff meeting. Except as below, attendance at staff meetings is voluntary for casual employees and regular employees who are off duty at the time the meeting is held, and these employees shall not be paid should they elect to attend. When the Employer makes attendance at a staff meeting mandatory for off-duty employees, they shall be paid at straight-time rates while actually attending, with a minimum guarantee of two (2) hours straight-time pay for any such meeting, Article 16.03 notwithstanding.

### **ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

#### *9.01 Reports or Recommendations*

The Employer agrees that any reports or recommendations by the Employer dealing with matters affecting the terms, benefits or perquisites of employment for employees will be communicated to the Union prior to a decision being made by the Employer. The Union will be given ten (10) calendar days to consider the reports or recommendations and discuss them with the Employer, if necessary.

### *9.02 Copies of Resolutions*

The Employer shall notify the Union and give a copy to the Library Unit Shop Steward or alternate, in writing, within ten (10) calendar days of the adoption of any policy or regulation that affects the terms, benefits, or perquisites of employment for members of the Union.

### *9.03 Board Minutes*

The Union shall be included on the distribution list for regular Library Board meeting agendas and minutes of Library Board meetings with the exception of in-camera meetings. The Union may submit written submissions on agenda items, which affect employees within the bargaining unit. The Union may submit a request to speak to agenda or other items, which affect employees within the bargaining unit. Such request will be dealt with in accordance with the Library Board's established procedures.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### *10.01 Definition of Grievance*

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- (b) All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services, consistent with Workers' Compensation and other Government Statutes.

### *10.02 Procedure*

- (a) Step 1: Within twenty-one (21) calendar days from the date of the incident giving rise to the grievance, or from the time the employee should reasonably have been aware of the incident giving rise to the grievance, the employee and a shop steward shall discuss the matter with Chief Librarian. If an agreement is reached at this step, a joint report detailing the problem and agreed solution shall be submitted to the Employer and the Union.

- (b) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the Chief Librarian within fourteen (14) calendar days of the discussion provided at Step 1. The recipient shall meet with the employee and Union Grievance Committee, or other representative of the Union, within fourteen (14) calendar days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and Management, within fourteen (14) calendar days of the last meeting at Step 2. Either party may be represented by a person employed by an organization to which it is affiliated at meetings held at this Step.
- (d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be made to the other party, in writing, within fourteen (14) calendar days of the last meeting held at Step 3.

#### *10.03 Extension of time limits*

The parties may, by mutual agreement in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed.

#### *10.04 Technical Error*

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a defect in form, a technical irregularity, or an error of procedure that does not result in denial or natural justice, and irregularities or errors of procedure on just and reasonable terms, as is stated by the BC Labour Code.

#### *10.05 Grievance Committee*

The Grievance Committee of the Union shall be composed of not more than three (3) employees.

### *10.06 Policy Grievance*

When a dispute involving a question of general application or interpretation of the Collective Agreement currently in place occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such grievance shall be submitted under Clause 10.02, Step 3 above.

## **ARTICLE 11 - ARBITRATION**

### *11.01 Composition of Board of Arbitration*

- (a) A board of arbitration composed of a single arbitrator shall be formed to hear the grievance, unless the parties by mutual agreement want the grievance to be heard by a three (3-)person arbitration board. Either party shall notify the other in writing of the question(s) to be arbitrated. After such notice has been given, the parties shall have fourteen (14) calendar days in which to jointly select the Arbitrator.
- (b) In the case of a three (3-)person board, each party shall, in addition to the jointly selected arbitrator, choose an additional arbitrator to sit on the board.

### *11.02 Failure to Appoint*

Should the representatives fail to agree upon either the sole arbitrator in a one (1-)person board or the Chairperson of the board in a three (3-)person board within the fourteen (14) calendar day period, either party may request the Chairperson of the Collective Agreement Arbitration Bureau to appoint an Arbitrator/Chairperson.

### *11.03 Board Procedure*

Within fourteen (14) calendar days following the Arbitration hearing, the Board shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all parties bound by this Agreement.

### *11.04 Decisions of the Board*

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on all parties.

### *11.05 Disagreement on Decision*

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

### *11.06 Expenses of the Board*

The expense and compensation of the jointly selected Arbitrator (or Chairperson) shall be shared equally between the parties. In the case of a three (3)-person Board, each party shall also be wholly responsible for the expense and compensation of its own nominee to the Board.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### *12.01 Cause for Discharge*

An employee may be disciplined, suspended or discharged, but only for just cause, by the Employer.

### *12.02 Discharge or Suspension Procedure*

- (a) An employee being disciplined, dismissed, or suspended under this Article shall appear before the employee's department head with a Union representative to hear the reasons for their discipline, dismissal or suspension.
- (b) When the Employer has disciplined, dismissed or suspended an employee under this Article, a letter must be forwarded to the employee within two (2) working days of the employee's discipline, suspension or dismissal, with a copy to the Union, stating the cause for the discipline, dismissal or suspension.
- (c) When the Employer intends to meet with the employee about a matter which could result in the imposition of discipline to this employee, the Employer will ensure that this employee is provided with a shop steward to be in attendance at such meeting except as otherwise waived in writing by the employee with such waiver copied to the Union and the Employer in advance of the meeting. The Union will be given reasonable notice in advance of such meeting to ensure a shop steward can be present. However, the lack of availability of a shop steward will not delay the meeting from proceeding.

- (d) Any letter of discipline shall set out explanation for the discipline. Letters of expectation, warning, suspension, dismissal, or exoneration nature shall be forwarded to the following:

- One (1) to the employee involved,
- One (1) to the Union, and
- One (1) to be retained by administration for filing.

Any written reply of the employee shall be added to the employee's personnel file.

#### *12.03 Unjust Suspension or Discharge*

- (a) If an employee is suspended or dismissed for any reason and feels he/she has been unjustly dealt with, he/she shall notify his/her Union Representative. Grievances for unjust suspension or dismissal shall be initiated at Step 2 of the grievance procedure within fourteen (14) calendar days of the date of the dismissal or suspension.
- (b) If subsequently it is decided that the employee was unjustly dismissed, he/she shall be reinstated in his/her former position and shall be compensated for the time lost at his/her regular rate of pay, or at such lesser amount as may be agreed on by the parties or ordered by an Arbitration Board.

#### *12.04 Reprimand*

If an employee is reprimanded in writing for any reason and feels he/she has been unjustly dealt with, he/she shall notify his/her Union Representative. Any grievances shall be dealt with in accordance with the provisions of the grievance procedure under Article 10 and as such the time limits set out under that Article shall apply.

#### *12.05 Political Action*

No employee shall be disciplined for participation in any action(s), off the Employer premises, called for by the C.L.C., C.U.P.E., B.C. Division of C.U.P.E. or the B.C. Federation of Labour and supported by the Local Union.

### *12.06 Access to Personnel Files*

- (a) The employee shall have the right, at a mutually acceptable time, to have the access to and review the employee's file.
- (b) After twelve (12) months' time any disciplinary documents will be removed from the employee's personnel file and destroyed.

### *12.07 Disciplinary Procedure*

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee and the Union of the purpose of the interview in advance, so that the employee may contact his/her Union Steward to be present at the interview.

## **ARTICLE 13 - SENIORITY**

### *13.01 Seniority Defined (Type of Seniority Unit)*

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

### *13.02 Seniority List*

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### *13.03 Loss of and/or Continuing Seniority*

An employee shall accrue seniority rights if he/she is absent from work because of sickness, disability, accident, compassionate care leave, maternity leave, parental leave, or union leave. In other approved leaves of absence for duration of thirty (30) calendar days or less, employees shall continue to accrue seniority rights.

An employee on layoff will not lose accrued seniority rights for a period of twenty-four (24) months.

An employee shall only lose his/her seniority in the event:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she resigns in writing and does not withdraw the resignation within three (3) calendar days.
- (c) He/she fails to return to work within fourteen (14) calendar days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment shall result in termination. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept recall.
- (d) In the case of a casual employee if he/she has not worked a shift in nine (9) consecutive months when offered those shifts by the Employer, except that an approved vacation or leave of absence will not be deemed to be rejecting a shift.

#### *13.04 Position Redundancy*

For the purpose of position redundancy overall seniority shall govern. An employee who is set back to a lower paid job because of position redundancy shall receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they shall be paid an adjusted rate which shall be midway between the rate of their regular job at the time of the set back and the rate of their new regular job. At the end of this six (6) month period, the rate of their new regular job shall apply.

#### *13.05 Casual Employee Seniority*

- (a) Casual employees who are appointed as regular employees shall have their cumulative hours of work as a casual employee credited for purposes of regular seniority upon completion of the probationary period.
- (b) It is understood that this clause applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

### *13.06 Transfer Outside the Bargaining Unit*

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is temporarily transferred to a position outside of the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. When an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer.

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

### *14.01 Job Postings*

- (a) Before filling any position within the scope of this Agreement, which position has a duration of three (3) months or more, notice thereof shall be emailed to all employees and shall be posted to the bulletin board and the Powell River Public Library website for a period of seven (7) calendar days.

Such postings shall contain the following information:

- Nature of position,
  - Required qualifications, knowledge, ability and skills,
  - Wage rates or salary ranges,
  - Closing date for applications.
- (b) The Employer agrees to forward a copy of such posting to the Union at the time of posting. Within seven (7) calendar days of filling a posted vacancy under Article 14.02, the Union and all employees shall be advised of the successful applicant by email.

### *14.02 Filling of Vacancies*

- (a) When filling posted vacancies, the Employer shall consider applicants in seniority order. The most senior applicant having the required qualifications, experience, skill and ability shall be awarded the position.

- (b) All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable manner. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (c) A regular employee applying for a posted vacancy who lacks the qualifications, experience, skill and ability required for the position, shall not be rejected solely on that basis. In such circumstances, the Employer may at its discretion consider the employee as having already achieved the required prerequisites at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of subsection (a) above, he/she shall be awarded the position contingent upon successful achievement of the qualifications (i.e. the formal education and/or technical certification) within a time limit established by the Employer for that purpose. If the employee fails to achieve the qualifications within this period, the employee shall revert to his/her former position

#### *14.03 Trial Period*

- (a) In the event an employee is promoted or transferred to a higher rated position, he/she shall be considered to be on a trial period for a period of not more than three (3) months. If at the end of the trial period, the employee is not considered satisfactory in the higher rated position, the employee shall be returned to his/her previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.
- (b) In the event an employee is transferred from a special project to the regular staff, such employee shall be credited with the length of service on such special project.
- (c) New employees shall be considered to be probationary employees until they have been employed for six (6) months.

#### *14.04 Applications By Casual Employees*

Casual employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 14.02.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

### *15.01 Definition of Layoff*

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work.

### *15.02 Layoff Order*

Regular employees shall be laid off on the basis of the classification designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and department, provided always that they have the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

### *15.03 Advance Notice of Layoff*

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff, or award pay in lieu thereof.

### *15.04 Bumping*

A regular employee, who has been notified of layoff, may bump any employee with less seniority, PROVIDED the bumping employee has the required qualifications, experience, skill and ability for the classification into which they are bumping. Employees must indicate their bumping choice within ten (10) calendar days of receiving layoff notice.

### *15.05 Recall Procedure*

- (a) Laid-off regular employees shall be recalled to employment in the order of their seniority during their seniority retention period, provided they have the required qualifications, experience, skill and ability for the classification into which they are being recalled.
- (b) It shall be the duty of each employee laid off to supply the Employer with his/her correct address and telephone number.

- (c) Employees laid off shall be required to return to work within a minimum of fourteen (14) calendar days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other proper cause agreed upon by the Employer and the Union.

#### *15.06 Severance Pay*

- (a) An employee who is laid off may elect to accept severance pay instead of retaining seniority pursuant to Article 15.05. The election must be made within fourteen (14) calendar days of receiving layoff notice. Severance pay shall be paid in accordance with the following schedule:
  - 1) More than one (1) year of service: two (2) week's wages.
  - 2) More than three (3) years of service: three (3) week's wages, plus one (1) additional week's wages for each additional year of service to a maximum of eight (8) week's wages.
- (b) When an employee elects to receive severance pay under this clause, all other rights under the Collective Agreement are terminated.

#### *15.07 Retention of Seniority*

Employees laid off shall retain their seniority for a period of twenty-four (24) months.

#### *15.08 No New Employees*

New employees shall not be hired until those laid off regular employees having the required qualifications, experience, skill and ability are given an opportunity of recall during their seniority retention period under Article 15.07.

#### *15.09 Temporary Layoffs or Work Stoppages*

This Article 15 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

## **ARTICLE 16 - HOURS OF WORK**

### *16.01 Regular Work Week*

- (a) The regular full-time work week is defined as thirty-five (35) hours in five (5) consecutive days, Monday to Sunday inclusive, with two (2) consecutive days of rest.
- (b) The Employer will not schedule an employee to work both days of the weekend, Saturday and Sunday, without the agreement of the employee.

### *16.02 Regular Work Day*

- (a) The regular full-time work day is defined as seven (7) hours per day worked between the hours of:
  - i. 8:00 a.m. to 9:00 p.m., Monday through Saturday
  - ii. 12:30 p.m. to 5:15 p.m. on Sundays
- (b) With the consent of both the Chief Librarian and the staff providing evening programming, staff may be scheduled to end their shift up to one (1) hour beyond the end of their regular work day. In the event that this results in an employee working overtime, overtime shall apply.

### *16.03 Minimum Daily Guarantee for Regular Part-Time Employees*

Employees who work less than the regular hours noted in Clauses 16.01 and 16.02 above shall be scheduled so that no employee works less than four (4) hours in one (1) day, with the exceptions that (a) a high school student reporting to work on a school day shall be scheduled for at least two (2) hours; and (b) a casual employee or regular part-time employee whose work on the shift in question relates to exam invigilation shall be scheduled for at least two (2) hours.

### *16.04 Extra Hours*

Regular part-time employees, in order of their seniority, shall be accorded the first opportunity to work additional hours that become available, including replacement for sickness or vacations, provided that they have not fewer than thirty-two (32) consecutive off duty hours each week.

#### *16.05 Casual Hours*

The Employer will not convert regular hours to casual hours.

#### *16.06 Lunch Break*

Employees shall be entitled to one-half (1/2) hour for lunch scheduled by the Employer to best meet operational requirements. This can be extended to one (1) hour by mutual agreement with the employee and the Chief Librarian. The extra one-half (1/2) hour shall be worked at the end of the working day and shall not be eligible for shift premium or overtime. Employees who are required to remain on duty during their lunch break shall be paid for the time.

#### *16.07 Rest Periods*

All staff shall be permitted a fifteen (15) minute rest period both in the first half of the shift and second half of the shift. Rest periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged. There shall be a minimum of two (2) employees in the building at all times when the Library is open to the public.

#### *16.08 Expanded Work Day/Week*

Should the Employer desire to establish, at a future date for bona fide business reasons, expanded work days or expanded work weeks not otherwise outlined in the Collective Agreement, the Employer shall consult with the Union and reach agreement on hours of work and shift patterns.

#### *16.09 Public Open Hours*

The Library's public open hours will allow a minimum of two (2) employees each day to commence their shifts at least fifteen (15) minutes prior to opening the Library and a minimum of two (2) employees each day to end their shifts at least fifteen (15) minutes after closing the Library in order to provide adequate time for the opening and closing routine of the Library.

## **ARTICLE 17 - OVERTIME**

### *17.01 Overtime Rates*

Overtime shall be paid on the following basis to all employees:

- (a) Time and one-half (1.5x) for the first three (3) hours of overtime worked on any workday and double time (2x) for additional overtime worked on that workday thereafter.
- (b) Double time (2x) for overtime worked in a workweek.

### *17.02 Overtime Defined*

The above overtime rates apply as follows:

Daily overtime – for all hours worked after the completion of the regular work day [seven (7) hours];

Weekly overtime – for all hours worked after the completion of the regular work week [thirty-five (35) hours].

For the purposes of determining whether weekly overtime applies, only the first seven (7) straight-time hours worked in each day of the week shall be counted.

### *17.03 Time Off In Lieu of Overtime*

If time-off is to be taken in lieu of payment for overtime, this must be agreed to prior to the overtime being worked and the time-off shall be scheduled at a time selected by the employee and acceptable to the Chief Librarian.

### *17.04 Scheduled Overtime*

When scheduled overtime is to be worked by regular full-time employees (i.e. overtime that is scheduled not fewer than twenty-four (24) hours in advance), and there are a number of regular full-time employees with the required qualifications, experience, skill and ability available to do the work, the senior volunteer from among this group shall be offered the work.

In addition, regular full-time and regular part-time employees who regularly work seventeen and one-half (17.5) hours or more per week, shall receive another day off with pay in lieu of the holiday to be taken at a mutually agreeable time during the one (1) year period immediately following the holiday. In the case of regular part-time employees, the pay the employee receives for such lieu day shall be calculated as per Article 19.01(b).

- (c) When a statutory holiday falls on a day off for a regular full-time employee or a day off for a regular part-time employee who normally and regularly works seventeen and one-half (17.5) hours or more per week, the employee shall receive another day off with pay in lieu of the holiday to be taken at a mutually agreeable time during the one (1) year period immediately following the holiday. In the case of regular part-time employees, the pay the employee receives for such lieu day shall be calculated as per Article 19.01(b).

#### *19.03 Holidays During Vacation*

If a statutory holiday falls on a regular work day while an employee is on annual vacation, the employee, regardless of employment status, shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

#### *19.04 Christmas and New Year's Holidays*

When Christmas Eve and/or New Year's Eve falls on a working day, all scheduled employees shall be entitled to time off commencing at 1:00 p.m. without loss of pay.

### **ARTICLE 20 - VACATIONS**

#### *20.01 Vacation Entitlement Regulations*

All regular, full-time and part-time employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following regulations:

- (a) The vacation period shall be twelve (12) months commencing on January 1<sup>st</sup> and ending on the following December 31<sup>st</sup>.

(b) Continuous service for the purposes of this Agreement shall include:

1. Time lost as a result of an accident as recognized by WorkSafe BC suffered during the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations. An employee will only be entitled to receive such vacation payments while on Workers' Compensation for a period of up to, but not exceeding one (1) year from the date of the employee's accident or injury.
2. Time lost as a result of leave as recognized by the Employer under Article 23 of this Agreement.
3. Time lost as a result of leave as recognized by the Employer under Article 24 of this Agreement.

#### *20.02 Vacation Entitlement*

(a) All regular full and part-time employees shall be entitled to the following vacation entitlement:

Less than one (1) year of employment - two (2) weeks prorated.

One (1) year - three (3) weeks' vacation with pay.

Five (5) years - four (4) weeks' vacation with pay.

Twelve (12) years - five (5) weeks' vacation with pay.

Twenty (20) years - six (6) weeks' vacation with pay.

(b) The Employer will notify those employees who have remaining vacation entitlement by September 15<sup>th</sup> of each year. Employees have one (1) month to book the remaining vacation entitlement.

(c) Employees must take their vacation time in the current year unless they are not able to take vacation due to medical reasons or vacation requests have been denied due to operational requirements. Employees cannot receive payment in lieu of vacation.

### *20.03 Vacation Schedule*

Regular employees shall notify the Employer, in writing, of their "primary" vacation preference no later than April 15<sup>th</sup> of the current year. In case of conflict, seniority shall be the deciding factor. Vacation approval for more than three (3) employees for the same period of time will be dependent on the availability of sufficient remaining staff to provide an acceptable level of Library service. Those employees who have more than three (3) weeks annual vacation may request further vacation only after all employees have booked their "primary" vacation period. It is understood and agreed that employees may thus receive longer consecutive vacation periods than three (3) weeks, providing there is no conflict with other employees' "primary" vacations. Seniority shall also prevail as a deciding factor in the allocation of these secondary vacation periods.

### *20.04 Consecutive Vacation Period*

For annual vacation periods longer than three (3) weeks, no more than three (3) weeks may necessarily be consecutive. All such holidays shall be exclusive of statutory holidays.

### *20.05 Supplementary Vacations*

- (a) Employees who work one-half (1/2) the number of hours per week per pay period after completing five (5) or more years of continuous service with the Employer shall, in addition to the regular vacation to which they are entitled, become eligible to receive a supplementary vacation with pay each five (5) years as follows:

One (1) week of supplementary vacation after five (5) years of continuous service.

Two (2) weeks of supplementary vacation after ten (10) years of continuous service.

Two (2) weeks of supplementary vacation after fifteen (15) years of continuous service.

Three (3) weeks of supplementary vacation after twenty (20) years of continuous service.

Three (3) weeks of supplementary vacation after twenty-five (25) years of continuous service.

Four (4) weeks of supplementary vacation after thirty (30) years of continuous service.

Four (4) weeks of supplementary vacation after thirty-five (35) years of continuous service.

Five (5) weeks of supplementary vacation after forty (40) years of continuous service.

- (b) The supplementary vacations are to be taken within the five (5) year period.
- (c) At retirement or termination from the Employer, an employee who has completed five (5) or more years of service, shall be entitled to that portion of supplementary vacation proportionate to the number of years of service completed subsequent to their last five (5) year entitlement.

#### *20.06 Vacation in Year of Retirement*

Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week, who have reached minimum retirement age as defined in the Municipal Pension Plan and who have completed at least ten (10) years of continuous service, shall be entitled to receive two (2) additional weeks vacation in the year of their retirement, pro-rated in the case of eligible regular part-time employees at the same rate as normal vacation benefit, based on the percentage of full-time hours they normally and regularly work at straight time.

#### *20.07 Vacation Carryover*

An Employee may opt to defer the taking of up to five (5) working days vacation in any year. This deferred vacation must be used in the following year.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### *21.01 Amount of Sick Leave*

Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week, shall earn seven (7) hours sick leave for every one hundred (100) hours they actually work. Such sick credits may be accumulated to a maximum of one thousand, two hundred and sixty (1,260) hours.

### *21.02 Medical Care Leave*

- (a) Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week shall be granted time off for the purpose of an appointment relating to physical health with a professional medical practitioner who is licensed pursuant to applicable statute, PROVIDED the time does not amount to more than fourteen (14) hours of sick leave in a calendar year in the case of regular full-time employees, and ten (10) hours of sick leave per year in the case of eligible regular part-time employees. The Employer may, at its discretion on a case-by-case basis, allow additional days of an employee's annual sick leave entitlement to be used for this purpose when in the Employer's opinion circumstances warrant.

In order to qualify, the employee may be required by the Employer to provide proof of such attendance.

The employee shall give as much notice as possible to the Employer when such a visit to a medical practitioner is contemplated. This time off for such an event will be deducted from accumulated sick leave. When there is no accrued sick leave remaining to their credit, time off will be without pay.

- (b) All employees shall make all reasonable efforts to schedule their non-emergency medical and dental appointments during their non-working hours.
- (c) All out-of-town appointments must be substantiated by referrals from a medical or dental practitioner.

### *21.03 Workers' Compensation Board*

An employee shall be paid full salary while absent as a result of an accident covered by Workers' Compensation and payment received from the Workers' Compensation Board shall be turned over to the Employer, PROVIDED HOWEVER that the employee shall be charged for one-quarter (1/4) day from their sick leave credit for each day. Should an employee have no sick leave credit, this Clause shall not apply.

### *21.04 Proof of Illness*

When an employee is absent from work due to illness for more than three (3) consecutive days, the Employer may request proof of illness. If an employee has taken a sick day immediately following his/her days of rest, vacation, or holiday on three (3) separate occasions in a one (1) year period, the Employer may require proof of illness for any further sick leave absences in the following twelve (12) month period.

The Employer will be directly responsible for the cost, if there is a fee, for the provision of the aforementioned medical certificate or medical documentation that the Employer requires.

### *21.05 Medical Examinations*

The Employer may require employees to take a medical examination during employment PROVIDED the examination is required as a condition of employment. The Employer shall pay for such examination and time off as required to a maximum of one-half (1/2) day.

### *21.06 Family Illness*

Providing the necessary sick leave credits are available, sick leave of up to ten (10) working days per year shall be granted when an employee's absence is required to attend to matters arising from illness of an employee's family member. In the event that more than ten (10) working days are required or sick leave credits are not available, the employee shall be granted leave without pay.

For purposes of this Clause, "family member" shall mean the employee's spouse, child, parent, or grandparent. All family definitions shall include step, in-law, and foster. The Employer may, at its discretion on a case-by-case basis, allow employees to utilize the provisions of this Clause for other family members.

### *21.07 Duty to Accommodate*

As provided for by the laws of British Columbia and Canada, when an employee is unable, through injury or illness to perform his/her normal duties, the Employer shall reasonably accommodate that individual, except when this accommodation would cause undue hardship to coworkers or the Employer.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### *22.01 For Union Business*

- (a) Upon application to and upon receiving the permission of the Chief Librarian in each specific case, time off without pay shall be granted to a maximum of two (2) official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union, PROVIDING it does not interfere with the operation of the Employer.
- (b) Official representatives of the Union, to a maximum of two (2), shall have the privilege of attending meetings without loss of remuneration for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer, a grievance or any other matter contained in this Agreement.
- (c) Any member of the Union, to a maximum of two (2) persons at one (1) time, who is required to attend Union conventions or perform any other functions on behalf of the Union and its affiliates necessitating a leave of absence without pay, shall upon application to the Chief Librarian, with one (1) week notice, be granted a leave of absence. Such periods of leave shall not exceed twenty-four (24) working days in each calendar year. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for:
  - 1. Regular pay,
  - 2. Pacific Blue Cross and pension contributions made by the Employer on behalf of the affected employees.

## *22.02 Bereavement Leave*

- (a) Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week, shall be granted three (3) days leave with pay in case of the death of their spouse, parent, guardian, sibling, child, grandchild, grandparent, and any relative residing in the employee's household. All family definitions shall include step, in-law, and foster and any other family member that is included in the Employment Standards Act definition of immediate family. An eligible employee may, upon request in writing and at the discretion of the Chief Librarian be granted an additional two (2) days leave with pay to allow for travel time should there be considerable distances involved. In the event of a death of a spouse or child, an additional two (2) days with pay shall be granted. Unused bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.
- (b) The Employer may, at its discretion on a case-by-case basis, allow regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week, additional time off in the case of the death of family members listed in this Clause, when in the Employer's opinion circumstances warrant; or to receive paid time off in the case of death of other (not listed) family members, when in the Employer's opinion circumstances warrant.
- (c) Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week shall be granted a maximum of one-half (1/2) day mourner's leave with pay to attend a funeral, to a maximum of one (1) day's paid leave per calendar year (Jan. – Dec.). Mourner's leave shall not be granted under this Clause when the employee is in receipt of paid bereavement leave, as above.

## *22.03 Emergency Leave*

An employee shall, at the discretion of his/her immediate supervisor in consultation with the Chief Librarian, be granted up to a maximum of three (3) days leave of absence with pay to attend to a serious household or domestic emergency.

#### *22.04 Jury Duty and Court-Required Business*

- (a) Regular full-time employees and regular part-time employees who normally and regularly work seventeen and one-half (17.5) hours or more per week and who are required to report for jury duty or who are required to appear as a Crown witness on a day or hours on which he/she would normally have worked, shall be reimbursed by the Employer for the difference between the pay received from jury or witness duty at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of seven (7) hours per day or thirty-five (35) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.
- (b) When an employee is requested by the Employer or subpoenaed by the Employer to attend any court in a case involving the Employer, such employee shall be paid in the manner outlined in Article 22.04 (a) above whether the day is a scheduled working day or not a scheduled working day.

#### *22.05 Maternity and Parental Leave*

##### (A) Maternity Leave

- (1) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) consecutive weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than seventeen (17) weeks after the actual birth date.

- (2) An employee who requests leave under this Clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under paragraphs (1) or (2).

- (3) A request for leave must:
- (a) be given in writing to the Employer,
  - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under paragraph (3).
- (4) A request for a shorter period under paragraph (1)(b)(i) must:
- (a) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
  - (b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(B) Parental Leave

- (1) An employee who requests parental leave under this Clause is entitled to:
  - (a) for a parent, up to fifty-two (52) consecutive weeks taken beginning after the child's birth and within fifty-two (52) weeks after that event.
  - (b) for parent taking leave under 22.05(A), the combined leave may be up to fifty-two (52) consecutive weeks.
  - (c) for a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (1).
- (3) A request for leave must:
  - (a) be given in writing to the Employer,
  - (b) if the request is for leave under paragraph (1)(a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(C) Combined Entitlement

An employee's combined entitlement to leave under Clause 22.06 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause 22.05(a)(3) or 22.05(b)(2).

(D) Employment During Pregnancy

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when their duties can reasonably be performed. The Employer may require proof of the employee's capability to perform their normal work through the production of a medical certificate.

(E) Seniority Status/Employee Benefits During Maternity Leave

1. While on maternity leave an employee shall retain and accumulate their full employment status in connection with the seniority provision.
2. The services of an employee who is absent from work in accordance with this Clause shall be considered continuous for the purpose of any pension, medical or other Plan beneficial to the employee, and the Employer shall continue to make payment to the Plan in the same manner as if the employee were not absent in the following circumstances:
  - (a) the Employer pays the total cost of the Plan, or
  - (b) the employee elects to continue to pay their share of the cost of a Plan that is paid for jointly by the Employer and the employee.

*22.06 General Leave*

- (a) Regular full-time employees and regular part-time employees may apply for a general leave of absence without pay and without loss of seniority. Leave requests under this Clause may be granted at the discretion of the Chief Librarian. Approval of leave under this Clause shall not be unreasonably denied provided always that operational requirements permit the employee requesting the leave to be absent during the period of leave and a replacement employee acceptable to the Employer is available, if and when required by the Employer.

- (b) The maximum period that any employee may be on general leave is one (1) year.
- (c) An employee may not apply for such a leave until the fourth (4<sup>th</sup>) calendar year of continuous, regular employment at the Library. No more than one (1) year of unpaid leave shall be granted to an employee in any given five (5) year period. It should be noted that the Employer will consider such requests only where sufficient notice has been given where it can be shown that operational requirements permit the employee requesting the leave to be absent during the period of leave and a replacement employee acceptable to the Employer is available, if and when required by the Employer.
- (d) The full premium for benefit plans will be the employee's responsibility.
- (e) Up to Three (3) Working Days
  - i. An employee shall be granted leave of absence without pay or loss of benefits to a maximum of three (3) working days in a calendar year.
  - ii. All requests must be submitted on a time off request form and must receive the approval of the Chief Librarian prior to the day in question.

#### *22.07 Compassionate Care Leave*

- (a) The Employer shall grant a leave of absence without pay for a maximum of eight (8) weeks within a fifty-two (52) week period to allow an employee to provide care or support to a gravely ill family member. For the purposes of this Clause, "family member" shall mean:
  - i. The spouse, child, parent, sibling, grandchild or grandparent of an employee, and
  - ii. Any person who lives with an employee as a member of the employee's family.
  - iii. All family definitions shall include step, in-law, and foster and any other family member that is included in the Employment Standards Act definition of immediate family.

- (b) To request compassionate care leave, an employee must provide a medical certificate as proof that the family member needs care or support and is at risk of dying within twenty-seven (27) weeks.
- (c) If an employee takes leave under (a) above and the family member to whom (b) applies does not die within the period referred to in (b), the employee may take a further leave after obtaining a new certificate in accordance with (b).

#### *22.08 Reservists' Leave*

Employees who serve in the Canadian Armed Forces shall be granted unpaid leave of absence to attend to military duties and training pursuant to the *Employment Standards Act*. During such leave, the employee's seniority shall accumulate. Should the employee request to maintain their benefits during the leave, the full premium of the benefit plan will be the employee's responsibility.

#### *22.09 Leave for Public Duties*

The Employer recognizes the right of an employee to participate in public affairs. Subject to approval by management, an employee may be granted leave of absence without pay and without benefits to allow that employee to stand as a candidate in Federal, Provincial, Municipal, Regional District, School Board, First Nations and other Indigenous elections.

An employee who is elected to public office shall be allowed leave of absence without pay or benefits, and without seniority accumulation during their term of office. Should the employee request to maintain their benefits during the leave, the full premium for benefit plans will be the employee's responsibility.

#### *22.10 Education Leave*

Employees may apply to the Employer to take up to one (1) year of leave of absence, without pay and without loss of seniority, for education related to, and that benefits, their employment at the Library. Should the employee request to maintain their benefits during the leave, the full premium for benefit plans will be the employee's responsibility.

No more than one (1) employee may be on an education leave at a time.

Applications for education leaves under this Article are renewable for one (1) year.

The Employer will consider applications for education leave, acting reasonably. Where more than one (1) application is received covering the same time period, preference will be given to renewal applications.

#### *22.11 Entitlements While on Leave*

Regular employees shall not earn vacation, sick leave and holiday pay while they are on unpaid leave in excess of thirty (30) consecutive days (calculated from the first (1<sup>st</sup>) day of absence of the leave from work with holiday entitlements determined by the *Employment Standards Act*).

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

#### *23.01 Schedules*

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

#### *23.02 Temporary Appointments*

Employees called upon to perform work in a higher paid classification shall be paid the higher rate of pay for a minimum of four (4) hours. If the employee works at the higher rate of pay for four (4) hours or more, then the employee shall be paid the higher rate of pay for the entire shift. This shall apply in cases where an employee goes home sick during their shift when they were receiving a higher rate of pay.

#### *23.03 New Positions*

When a new position not covered in Schedule "A" of this Agreement is created, the rate of pay shall be negotiated between the Employer and the Union. Should the parties be unable to agree on a rate, the matter shall be settled by arbitration.

#### *23.04 Pay Days*

Regular pay days shall be bi-weekly.

### *23.05 Pay on Temporary Transfers*

When an employee temporarily relieves in or performs the principal duties of a higher paying position outside the bargaining unit, he/she shall receive a minimum increase of ten percent (10%) over his/her regular rate of pay.

### *23.06 Automobile Allowance*

Travel allowance shall be paid to employees requested (however it is not mandatory) to use their vehicles for Employer business. The rate of the allowance shall be the most current rate published by the Canada Revenue Agency for BC or such higher rate as may be established by Employer policy.

### *23.07 Students*

The rate of pay for all students hired under Provincial or Federal Employment Grants shall be that applicable to Project Assistants.

### *23.08 Closure Pay*

In the event that the Library is closed, employees shall be paid for all hours scheduled during the closure. This shall only apply for a maximum of seven (7) calendar days following the closure. This shall include closures for emergencies (flood, snow, fire, etc.). This shall not cover closure due to strike.

### *23.09 Training, Conferences & Meetings*

- (a) Time spent traveling to and attending approved training, conferences and meetings outside of Powell River and area shall be considered as time worked.
- (b) No overtime will be involved, and the maximum time claimable shall be seven (7) hours in a day and thirty-five (35) hours in a week.
- (c) Where attendance is required by the Employer, hotel rooms, per diem, and other applicable expenses including additional child care costs will be the Employer's responsibility.

- (d) All other expenses shall be at the sole discretion of the Chief Librarian and shall be agreed upon in writing prior to attendance, but in general shall be in conformance with the policies of the Board.

#### *23.10 First Aid Allowance Premiums*

For each hour that an employee has been designated as the First Aid Attendant, the employee shall be compensated at the rate of twenty-five (\$0.25) cents per hour. Employees are required to possess their WorkSafe BC Occupational First Aid Level 1 certificate to be eligible for this premium. The cost for obtaining such certificate will be the responsibility of the Employer.

### **ARTICLE 24 - RETIREMENT**

#### *24.01 Retirement*

Employees retiring shall provide three (3) months notice prior to the date of retirement.

#### *24.02 Municipal Pension Plan*

As provided for by the *Public Sector Pension Plans Act* of British Columbia, employees who are eligible shall participate in the Municipal Pension Plan.

### **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### *25.01 Job Evaluation*

- (a) A Job Evaluation Committee will be composed of up to two (2) representatives of each Party. The mandate of the Job Evaluation Committee will be to:
  - i. review job descriptions forwarded to it by the Employer and to provide input to the Employer regarding such job descriptions; and
  - ii. to evaluate the jobs referenced in 25.01 (a)(i) using the agreed upon Job Evaluation Plan (the "JE Plan") and to meet with the Employer to achieve mutual agreement on rates of pay.

- (b) When the Employer creates a new bargaining unit position or if the Employer changes the principal duties or qualification of an existing classification significantly on a permanent basis the Employer will establish its proposed wage rate for the new/changed job using the JE Plan and it will notify the Job Evaluation Committee. The Job Evaluation Committee will meet with the Employer within 30 days of such notification to discuss the proposed wage rate.
- (c) If the Job Evaluation Committee and the Employer cannot agree on the appropriate wage rate then the Union may refer the matter to arbitration to be decided by a single arbitrator.
- (d) An arbitrator's jurisdiction under this job evaluation Article is limited as follows:
  - i. To determine whether the Employer has changed the principal duties or qualification of an existing classification significantly on a permanent basis and, if so, whether such change is sufficient to warrant a change in the rate of pay for that job; and
  - ii. If the Employer has changed the principal duties or qualification of an existing classification significantly on a permanent basis or created a new position, determining the appropriate wage rates solely on the basis of the JE Plan, unless the Parties agree otherwise, and in applying the JE Plan the Arbitrator will be bound by the existing negotiated wage curve, unless the Parties agree otherwise.
- (e) The Parties will be responsible for all of their own costs and one-half (1/2) of the cost of the professional fees and expenses of the arbitrator.

#### *25.02 Changes in Classification*

- (a) When the principal duties of an existing classification significantly change on a permanent basis with the result that the existing rate of pay is no longer applicable, the Union, an employee or the Employer may request a review of the pay rate for that classification.
- (b) If the parties fail to agree as to whether a significant permanent change has been made to the classification that warrants a changed rate of pay, or the parties fail to agree on the rate of pay

to apply to the significantly changed classification, either party may refer the matter to arbitration under Article 11 to have the matter resolved.

- (c) When the principal duties of an existing classification significantly change on a temporary basis for longer than ninety (90) calendar days, the parties shall agree on the temporary pay adjustment that is to apply. Should they fail to agree, either party may refer the matter to arbitration under Article 11 to have the temporary pay adjustment established.
- (d) The Arbitrator under this Article (11) shall be selected by mutual agreement.

### *25.03 Job Descriptions*

- (a) The Employer shall maintain current job descriptions for all bargaining unit classifications.
- (b) The job descriptions in effect as at November 1, 2022 are deemed to be the established job descriptions, provided that the Employer may subsequently change any such description subject to the provisions of this Article (25).
- (c) When the principal duties of an existing classification significantly change on a permanent basis or a new bargaining unit classification is created by the Employer, the Employer shall present the new/changed job description to the Union for its review and input. The Employer shall not finalize the new/changed job description for thirty (30) calendar days after the Union's receipt of same, or such longer period as the parties may mutually agree, to allow time for the Union to review and comment on the new/changed description. The Employer will consider the Union's comments, if any, when it finalizes the description.
- (d) The parties shall negotiate the rate to apply to the new/changed classification during the thirty (30) calendar day period referred to above, or such longer period as may be agreed to by the parties, and should the parties fail to agree on the rate (including retroactivity, if applicable), either party may submit the matter to arbitration under Article 11 to have the rate established. In the case of new/changed jobs, retroactivity shall be from the date that the review was requested under Article 25.02(a).

- (e) The jurisdiction of the arbitrator in matters referred to arbitration under this Article (25) is limited to determining:
- i. Whether a significant permanent or temporary change has been made to the principle duties of an established classification.
  - ii. The rate of pay that is to apply in the case of permanent changes based primarily upon internal relativity (i.e. within the wage curve negotiated by the parties by comparison to the rates of pay negotiated by the parties for other classifications).
  - iii. The amount of the temporary pay adjustment that is to apply in the case of temporary changes of longer than ninety (90) calendar days.
  - iv. Rates of pay for a new classification based primarily upon internal relativity (i.e. within the wage curve negotiated by the parties by comparison to the rates of pay negotiated by the parties for other classifications).
  - v. The amount of retroactivity, if any, to apply.
- (f) When a significant permanent change is made to an existing classification with the result that the established rate of pay for that classification decreases, the current incumbent(s) in that classification shall have their current (higher) rate "red-circled". These "red-circled" employee(s) shall continue to be paid the higher "red-circled" rate as long as they remain continuously employed in that classification - "red-circle" protection ends when an employee leaves the applicable classification, irrespective of reason. "Red-circled" employees shall not receive any rate increases until such time as the established rate for their classification exceeds the "red-circled" rate, at which time they shall be paid the established rate.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

### *26.01 Employee Benefits – General*

- (a) All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b) All regular full-time employees and regular part-time employees who normally and regularly work seventeen and one half (17.5) hours a week or more are eligible for all benefits in this Article. An employee who chooses not to participate in compulsory benefits plans may do so providing they provide proof of coverage elsewhere.
- (c) Coverage under the benefits plans shall begin at the beginning of the work month following the month in which the employee becomes eligible.
- (d) The Employer shall pay one hundred percent (100%) of the premiums for the Employee Benefits Plans in Article 26.02.
- (e) The Benefit Plans shall not be reduced by the Employer in any respect without the consent of the Union.

### *26.02 Medical Insurance*

The Employer agrees to pay one hundred percent (100%) of the premium of the B.C. Medical Plan for its employees and the Extended Health Benefits Plan for those employees not already covered by a similar plan.

### *26.03 Dental Plan*

Participation in the Dental Plan shall be a condition of employment for all who qualify. The Employer shall pay one hundred percent (100%) of the premium cost.

### *26.04 Benefits While Absent*

When benefits providers allow it, employees on authorized leave without pay, or on lay-off with recall rights, may continue on the applicable benefits plans by paying the full premiums (both Employer and employee portions) in advance each month.

### *26.05 Long-Term Disability*

Participation in the Long-Term Disability Plan shall be a condition of employment for all who qualify. The Employer shall pay fifty percent (50%) of the premium cost, and the employee shall pay fifty percent (50%). Effective January 1, 2013, the Employer shall pay seventy percent (70%) of the premium cost, and the employee shall pay thirty percent (30%).

The plan is to provide a monthly benefit of not less than two-thirds (2/3) of the employee's monthly earnings.

The Long-Term Disability benefits shall commence after six (6) months of the disability.

Irrespective of an employee's sick leave entitlement under Article 21.01, Long-Term Disability benefits shall commence after six (6) months of the disability. If an employee exhausts sick leave entitlement prior to the commencement of Long-Term Disability benefits, the employee shall be placed on a general leave of absence.

## **ARTICLE 27 - SAFETY AND HEALTH**

### *27.01 Pay for Injured Employees*

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the scheduled shift in which he/she is injured, PROVIDED that the Workers' Compensation Board's report on the injury is completed.

### *27.02 First Aid Kit*

One (1) first aid kit is to be kept in each Library building for the use of all employees. This kit is to be kept supplied at all times, at the Employer's expense. The designated First Aid Attendant shall ensure that the first aid kit remains fully stocked.

### *27.03 Right to Refuse Unsafe Work*

- (a) A member of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.

- (b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she, or a member of the Health and Safety Committee, believes that it would be unsafe or unhealthy to the employee, an unborn child, a co-worker, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

#### *27.04 Disclosure of Information*

The Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

#### *27.05 Employee Working Alone*

In situations where an employee is required to work alone with no other employee present, the Employer shall provide a means of periodically checking the well-being of the employee. The checks shall be made at such intervals and by such means as are appropriate to the nature of the hazards and shall be agreed between the parties. The Employer shall ensure that no employee shall have to work alone when the Library is open to the public.

## *27.06 Health and Safety*

- (a) The Occupational Health and Safety Regulations as prescribed by WorkSafe BC shall apply, and a Health and Safety Committee shall be maintained in accordance with those Regulations. If and when required by the Regulations, the Committee shall consist of not more than two (2) members each of the Union and the Employer and shall meet quarterly or as needed. Minutes of meetings and recommendations made by the Committee shall be made available within seven (7) calendar days of each meeting. Health and safety matters will be brought forward to and discussed in the Labour-Management Committee.
- (b) The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the time since the last meeting. Employees shall be paid for time spent on business of the Committee.
- (c) In accordance with WorkSafe BC Regulations, a Health and Safety Committee has not been maintained, the Employer will ensure that staff is trained in documenting every accident, incident, or occurrence of an occupational disease that occurred at the work site. In the absence of a Health and Safety Committee, all incidents shall be discussed at general staff meetings where minutes and recommendations shall be made.

## **ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES**

### *28.01 Technological Change*

- (a) For purposes of this Agreement, "technological change" means the introduction by the Employer of a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of regular employees to whom this Collective Agreement applies.

- (b) The Employer shall give the Union at least sixty (60) calendar days' notice prior to introducing a technological change and shall meet with the Union to discuss the change pursuant to Section 54 of the Labour Relations Code. The Employer and the Union shall develop an adjustment plan, which if necessary will include:
- i. Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
  - ii. Human resources planning and employee counselling and retraining;
  - iii. Notice of termination;
  - iv. Severance pay;
  - v. Entitlement to pension and other benefits including early retirement benefits;
  - vi. A bipartite process for overseeing the implementation of the adjustment plan.
- (c) In the event that the Employer introduces a technological change that requires new or greater skills than are possessed by those regular employees affected by the change, such employees shall, at the expense of the Employer, be provided with adequate training in order to acquire the skill and ability necessitated by the change. The amount of training provided will vary depending upon the employee involved, but will not be more than six (6) months.
- (d) Should a regular employee be unable to meet the required level of competency to the satisfaction of the Employer after receiving adequate training, as above, the employee shall be entitled to exercise his/her seniority and bump another employee pursuant to Article 15.04 of this Agreement.
- (e) Regular employees who are to be displaced by technological change, and who do not opt for the training program or lack the qualifications, experience, skill and ability to bump a less senior employee pursuant to Article 15.04, shall receive notice, or pay in lieu thereof, equal to one (1) week per year of completed continuous service, to a minimum of four (4) weeks' notice.

- (f) Regular employees who are displaced by technological change, who are in receipt of working notice, as above, shall be allowed up to five (5) hours a week with pay during the above notice period, for the purpose of job interviews.

## **ARTICLE 29 - JOB SECURITY**

### *29.01 Contracting Out*

- (a) The Employer agrees not to contract out any work presently performed by employees covered by the Agreement, which would result in the laying off of such employees. The Employer shall not contract-out bargaining unit work when there is a laid-off regular employee, with retained seniority pursuant to Article 15.07, readily available to perform the work in question, provided such laid-off regular employee has the qualifications, experience, skill and ability required by the Employer.
- (b) The Employer shall provide at least thirty (30) calendar days advance written notice to the Union when it intends to contract out bargaining unit work, in order to provide opportunity for the parties to discuss the matter and for the Union to suggest alternatives. This subsection (b) does not apply to the contracting out of cataloguing and/or processing that has already been contracted out as of January 1, 2022. However, if the Employer decides to contract out cataloguing and/or processing beyond what it has already contracted out as of January 1, 2022 then it will provide the notice contemplated by this subsection.

### *29.02 Volunteers*

Volunteers shall not be given work normally performed by employees covered by this Agreement. Details of all proposed use of volunteers will be sent to the Union for review and approval. Such approval shall not be unreasonably withheld.

## **ARTICLE 30 - GENERAL CONDITIONS**

### *30.01 Bulletin Board*

A bulletin board shall be supplied by the Employer. The Employer in co-operation with the Union shall determine the location of the bulletin board. The Union shall have a designated area on the bulletin board to post communications to its members, provided that the Union does not use this area to post items that are malicious or vexatious in nature.

## **ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

### *31.01 Continuation of Acquired Rights*

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation.

### *31.02 Present Conditions and Benefits*

All rights, privileges, practices and working conditions covered by this agreement shall continue, unless modified in writing by mutual agreement between the Employer and the Union.

### *31.03 Staff Accounts*

The Employer will provide a personal staff email account for internal communications to any employee who requests such an account.

## **ARTICLE 32 - PRINTING OF AGREEMENT**

### *32.01 Printing of Agreement*

The Union will be responsible for the amending and drafting of the Collective Agreement. The Union shall provide the Employer with an electronic copy of the finalized agreement in MS Word format, or such other software format as requested by the Employer. The cost associated with the final printing and supply of the Agreement booklet will be borne equally between the Parties.


## ARTICLE 33 - TERM OF AGREEMENT

### 33.01 Duration

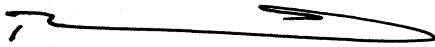
- (a) The terms and conditions of this Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January, 2022 to the 31<sup>st</sup> day of December, 2026 and shall continue from year-to-year thereafter until the commencement of legal strike action or the commencement of legal lockout action pursuant to the Statutes of the Province of British Columbia.
- (b) The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by their respective officers and thereunto lawfully authorized in that behalf this 19 day of September, 2023.

**POWELL RIVER PUBLIC LIBRARY  
BOARD OF TRUSTEES**



Rebecca Burbank



Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**



Fred Stutt



Mark Merlino

cope491

## SCHEDULE "A" – PER HOUR

### POWELL RIVER PUBLIC LIBRARY BOARD OF TRUSTEES

and

### CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

	2022 Rate	2023 Rate	2024 Rate	2025 Rate	2026 Rate
General wage increase	5.25%	3%	3%	3%	3%
<b>PLUS</b> "pay equity" increase***	0.00%	2.25%	\$1.75	2.25%	2.25%
			\$ 0.58		
Classifications			\$ -		
Page	\$16.47	\$17.35	\$19.62	\$20.66	\$21.76
Project Assistant	\$20.02	\$21.08	\$23.47	\$24.71	\$26.03
Library Assistant I Probationary**	\$21.70	\$22.86	\$23.54	\$24.80	\$26.12
Library Assistant I	\$23.85	\$25.12	\$25.87	\$27.25	\$28.70
Library Assistant II	\$25.53	\$26.89	\$27.69	\$29.17	\$30.72
Adult Services Coordinator	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Children's Services Coordinator	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Teen Services Coordinator	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Circulation Services Coordinator*	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Technical Services Coordinator*	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Literacy Services Coordinator*	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Senior Services Coordinator*	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Library Technician*	\$29.38	\$30.94	\$32.45	\$34.18	\$35.99
Circulation and Technical Services Coordinator	\$29.38	\$30.94	\$33.62	\$35.41	\$37.29
Office Services Administrator	\$33.07	\$34.83	\$37.62	\$39.62	\$41.73
*** "pay equity" increases are based on projected yearly bargaining unit wages ** Library Assistant I Probationary Wage - 91% of full Library Assistant I Wage * subject to JE review					

**LETTER OF UNDERSTANDING #1**

**between the**

**POWELL RIVER PUBLIC LIBRARY**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

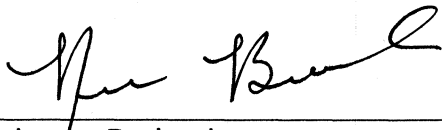
**RE: DISTRIBUTION OF POSTERS**

***"WITHOUT PREJUDICE"***

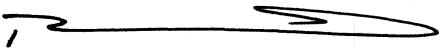
The Employer and the Union agree that the Library will contract out the distribution of posters for upcoming library events and promotional materials. The intent is this work will be done by a not-for-profit organization providing support to members of the community with disabilities and special needs. This contracting out of services is not to reduce the hours worked or salary received of any regular employees of the Employer.

**DATED this 19 day of Sep, 2023**

**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**

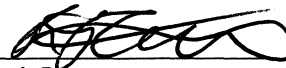


Rebecca Burbank



Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**



Fred Stutt



Mark Merlino

**LETTER OF UNDERSTANDING #2**

**between the**

**POWELL RIVER PUBLIC LIBRARY**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

**RE: TEXADA LIBRARY**

***"WITHOUT PREJUDICE"***

- 1) In the event that the Texada Library becomes a branch of the Powell River Public Library, processing and cataloguing services will be performed by bargaining unit employees of the Powell River Public Library.
- 2) Powell River Public Library bargaining unit employees will provide circulation services for items belonging to the Powell River Public Library collection.
- 3) Texada Library volunteers will have limited access to the Powell River Public Library system for the purposes of circulating items belonging to the Texada Library collection.
- 4) Texada Library volunteers may receive and distribute items that have been sent by mail or courier to the Texada Library.
- 5) The requirement for two (2) employees to be in the building at all times when the Library is open to the public as described in Articles 16.07 and 16.09, and the requirement that no employee work alone in the Library when the Library is open to the public shall not apply to the Texada Library.
- 6) If an employee will be working alone at the Texada Library, shifts will be scheduled for a minimum of four and a half (4.5) hours to provide the employee adequate time for the opening and closing routine of the Library.

.../2

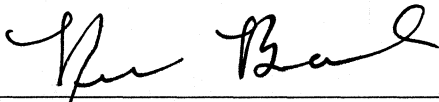
**Letter of Understanding #2 RE: TEXADA LIBRARY cont'd**

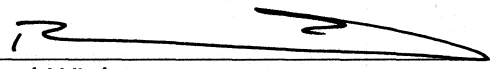
- 2 -

- 7) In the event that the Texada Library becomes a branch of the Powell River Public Library, then if services provided by volunteers in the Texada Library expand beyond the services described in paragraphs three (3) and four (4), or beyond the reference services currently provided by the Texada Library volunteers, the Employer will post bargaining unit positions for the Texada Library.

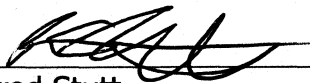
**DATED this 19 day of Sep, 2023**

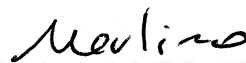
**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**

  
\_\_\_\_\_  
Rebecca Burbank

  
\_\_\_\_\_  
Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**

  
\_\_\_\_\_  
Fred Stutt

  
\_\_\_\_\_  
Mark Merlino

## LETTER OF UNDERSTANDING #3

between the

**POWELL RIVER PUBLIC LIBRARY**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

### **RE: JOB EVALUATION**

### ***"WITHOUT PREJUDICE"***

During collective bargaining in 2022 the Library agreed to implement a job evaluation program as set out in Article 25.01 of the Collective Agreement. The Library agrees that in addition to implementing the job evaluation program it will commit to the following:

- 1) Notwithstanding Article 25.01, the Library will undertake a job evaluation of all of its bargaining unit positions within three (3) months of ratification.
- 2) The aim of the job evaluation will be to achieve internal wage equity in comparison with similar external organizations. The external wage comparators will be compiled and an average will be used as the target for pay equity. The following comparators will be used for the purposes of this process.
  - a. The City of Powell River
  - b. qathet Regional District
  - c. Fraser Valley Regional Library
  - d. Nelson Public Library

(collectively, the "**Comparators**")

- 3) The parties will evaluate the job classifications in the Library based on a version of the five-factor job evaluation plan (the "**Job Evaluation Plan**"). The terms, conditions, procedures and comparison data used in the Job Evaluation Plan will be agreed upon by both parties.
- 4) The external wage comparison will be based on the average wages of relevant comparable classifications (based on factors to be agreed upon by both parties as part of the Job Evaluation Plan) across all of the Comparators for 2022. Based on the job evaluation, and the results of the wage comparison process,

.../2

**Letter of Understanding #3 RE: JOB EVALUATION cont'd**

- 2 -

the parties will prepare a comparator report that will identify the amount, if any, of the wage difference for each job classification as of the date of the comparator report (the "**Wage Difference**").

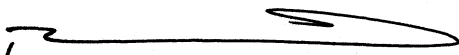
- 5) If a Wage Difference is identified, then in each of 2023, 2024, 2025 and 2026, the Library will allocate an amount equal to 2.25% of all bargaining unit wages to be distributed in a manner agreed to by the Job Evaluation Committee until such time as the Wage Difference has been eliminated. There will be no allocation in 2022.
- 6) In the event that either of the incumbent Chief Librarian or the Assistant Chief Librarian receive a wage increase in either of 2023, 2024, 2025 or 2026 that exceeds 5.25% of their salary then the Employer will allocate an additional amount to the Job Evaluation Plan equal to the amount by which the wage increase granted to the Chief Librarian or the Assistant Chief Librarian exceeded 5.25% in that year, up to a maximum of 4%. However, this provision will not apply to any wages contained in a job offer in the event that the Library hires a new Chief Librarian or Assistant Chief Librarian.
- 7) Within the last three (3) months of 2026 the Employer will undertake a second (2<sup>nd</sup>) job evaluation of all of its bargaining unit positions. The purpose of this second (2<sup>nd</sup>) job evaluation will be to determine if there remain any gaps between the wages at the Comparators and the wages at the Library.

**DATED this 19 day of Sep, 2023**

**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**



Rebecca Burbank

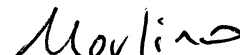


Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**



Fred Stutt



Mark Merlino

**LETTER OF UNDERSTANDING #4**

**between the**

**POWELL RIVER PUBLIC LIBRARY**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

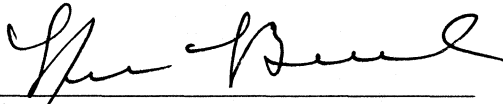
**Re: PERSON IN CHARGE POLICY**

***"WITHOUT PREJUDICE"***

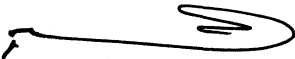
Within three (3) months of ratification of the collective agreement the Employer and the Union will meet to discuss the responsibilities of the designated person in charge. Following the meetings with the Union the Employer will prepare a manual setting out the responsibilities of the designated person in charge and will meet with the Union to review the manual.

**DATED this 19 day of Sep, 2023**

**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**




Rebecca Burbank




Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**



Fred Stutt



Mark Merlino

**LETTER OF UNDERSTANDING #5**

**between the**

**POWELL RIVER PUBLIC LIBRARY**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

**RE: SENIORITY**

***"WITHOUT PREJUDICE"***

For the following employees only, the original date of hire will be used to calculate seniority for all purposes of the Collective Agreement except for vacation entitlement. Vacation entitlement for the employees listed below will be calculated according to their date of hire into regular employment with their cumulative hours of work as a casual employee being credited to their regular seniority using a thirty-five (35) hour workweek conversion method:

Michelle Nourry  
Sonia Zagwyn  
Leanne Bashforth  
Brenda Allan  
Mark Merlino

David Parkinson  
Melissa Edgar  
Jayme White  
Grant DePape  
Linda Krepinsky

For all other casual employees hired by the Employer, seniority will be calculated for all purposes of the Collective Agreement on the basis of cumulative hours of work as a casual employee and upon appointment to regular employment, these casual hours of

.../2

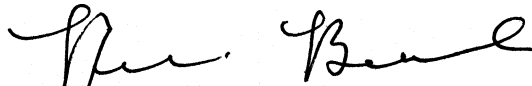
**Letter of Understanding #5 RE: SENIORITY cont'd**

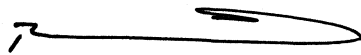
- 2 -

work will be credited for all purposes of the Collective Agreement to their regular seniority using a thirty-five (35) hour workweek conversion method.

**DATED this 19 day of Sep, 2023**


**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**

  
\_\_\_\_\_  
Rebecca Burbank

  
\_\_\_\_\_  
Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**

  
\_\_\_\_\_  
Fred Stutt

  
\_\_\_\_\_  
Mark Merlino

**LETTER OF UNDERSTANDING #6**

**between the**

**POWELL RIVER PUBLIC LIBRARY**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 798**

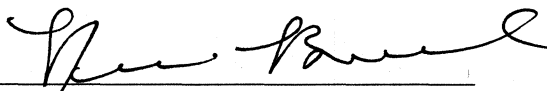
**RE: SUCCESSORSHIP**

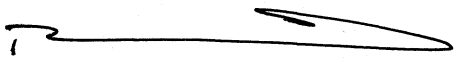
***"WITHOUT PREJUDICE"***

In the event of a takeover or amalgamation of the Powell River Public Library with another body, the Employer agrees to inform the other body of the existence of the current collective agreement, the terms of the collective agreement, including a list of each employee's seniority and their position held with the Employer and a description of those positions.


**DATED this** 19 **day of** Sep, **2023**


**POWELL RIVER PUBLIC  
LIBRARY BOARD OF  
TRUSTEES**

  
\_\_\_\_\_  
Rebecca Burbank

  
\_\_\_\_\_  
Rod Wiebe

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 798**

  
\_\_\_\_\_  
Fred Stutt

  
\_\_\_\_\_  
Mark Merlino

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