

FIRST
COLLECTIVE AGREEMENT

BETWEEN:

FERNIE PUBLIC LIBRARY ASSOCIATION
("Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093
("Union")

Date Of Ratification

January 1, 2009 to December 31, 2010

ARTICLE 1 - PARTIES

1.01 Parties To The Agreement

This Agreement is made and entered into by and between:

FERNIE PUBLIC LIBRARY ASSOCIATION
(hereinafter termed the "Employer")

Party Of The First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093**
(hereinafter termed the "Union")

Party Of The Second Part

as evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 2 - PREAMBLE

2.01 Preamble

WHEREAS it is in the desire of both Parties to this Agreement:

- (a) To promote the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To promote the morale, well being, and security of employees in the bargaining unit of the Union.
- (c) to provide the citizens of Fernie with the highest standard of Library operations and services.

AND WHEREAS it is desirable that there be a written Agreement,

NOW, THEREFORE the Parties agree as follows:

ARTICLE 3 – SCOPE AND UNION RECOGNITION

3.01 Scope

- (a) This Agreement applies to and is binding on the Employer and the Union as certified pursuant to the *Labour Relations Code* of British Columbia, or any of its successors, subject to the provisions of Clause 3.01(b) below.
- (b) Notwithstanding the Union's certification or any provision of this collective agreement, the Employer and the Union agree that any person who performs any of the following work functions shall not be subject to the terms of this collective agreement:
 - (i) accounting;
 - (ii) janitorial;
 - (iii) security;
 - (iv) building maintenance or repair;
 - (v) groundskeeping;
 - (vi) snow removal.

3.02 Union Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all Employees in the bargaining unit, subject to the provisions of Clause 3.01 above.

ARTICLE 4 – BARGAINING UNIT WORK CONSIDERATIONS

4.01 Cross-Utilization Of Employees

- (a) Each Employee shall be obliged to perform any work within the bargaining unit as directed by the Employer, without regard to job classification.
- (b) Employees in a higher rated job classification who perform work in a lower rated job classification shall maintain their current base hourly wage rate per Appendix "A", except as expressly provided otherwise by this Agreement.

- (c) An Employee assigned temporarily to perform work in a higher rated job classification for more than four (4) consecutive hours, inclusive of paid rest periods but exclusive of unpaid meal periods, in a given work day, other than for his or her own training, will be paid the appropriate higher rate for each hour actually worked in the higher rated job classification that is in excess of such initial four (4) consecutive hours on that given work day. For these purposes, the appropriate higher rate shall be the increment base hourly wage rate in the higher rated job classification which is closest to but higher than the increment base hourly wage rate the Employee was receiving in the applicable lower rated job classification at the time of the temporary upgrade.

4.02 Job Security re Contracting Out

No Regular Employee covered by this Agreement shall lose his/her job as a result of the contracting out of any work or services presently performed by Regular Employees.

4.03 Management Doing Bargaining Unit Work

- (a) Employees excluded from the bargaining unit shall not take on work normally performed by Employees within the bargaining unit for the purpose of causing the layoff or discharge of such Employees.
- (b) The provisions of Clause 4.03(a) above shall not preclude persons outside the scope of this Agreement in the employ of the Employer from performing bargaining unit work in the following types of situations:
- (i) in an emergency;
 - (ii) in the instruction or training of Employees including, but not limited to, demonstrating the proper use of any work-related thing or the proper method to accomplish any work-related task;
- (c) Despite the provisions of Clause 4.03(a) above, the Union specifically agrees that the Library Director and the Associate Library Director and any of their replacements shall have the right to assist and/or provide relief for bargaining unit employees as necessary during the workday(s).

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.01 Union Membership

(a) Employees Prior To Effective Date Of First Agreement

- (i) Employees who were members of the Union on or before the date of certification of the Union by the Labour Relations Board of British Columbia shall remain members of the Union as a condition of employment.
- (ii) Employees who were not members of the Union prior to the date of certification of the Union by the Labour Relations Board of British Columbia may become members of the Union if they want to, but they shall not be required to do so. However, all these Employees must pay the Union the dues prescribed by this Article. If in future any of these Employees voluntarily become members of the Union they must thereafter remain members of the Union as a condition of employment.

(b) New Employees

New Employees hired subsequent to the effective date of this Agreement shall become and remain members of the Union as a condition of employment upon completion of thirty (30) consecutive calendar days of employment.

5.02 Union Initiation Fee And Dues Authorization

Each Employee in the bargaining unit shall, as a condition of employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's wages the amount of the initiation fee and the regular monthly dues owing or payable to the Union, as established by the Union.

5.03 Union Initiation Fee And Dues Deduction

- (a) The Employer shall, as a condition of employment, deduct from the wages of each Employee the amount of the initiation fee owing or payable to the Union, as established by the Union, upon receipt of written authorization for that purpose from the Employee.
- (b) The Employer shall, as a condition of employment, deduct from the wages of each Employee the amount of the regular monthly dues owing or payable to the Union, as established by the Union, upon receipt of written authorization for that purpose from the Employee.

(c) The Employer shall begin the deduction of monthly dues from the first pay to which the Employee is entitled following the employee's written authorization, subject to the provisions of Clause 5.01(b) above.

(d) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) consecutive calendar days written notice in advance of the implementation date of any change in deductions pursuant to this Article.

(e) Disclaimer/Indemnity

The Employer shall have no financial responsibility for the fees or dues of any Employee, unless the Employer owes an Employee sufficient unpaid wages to deduct and remit the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, or charges brought against the Employer as a result of the application of this Article 5.

5.04 Remittance Of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union on a monthly basis by not later than the fifteenth (15th) day of each subsequent month and shall be accompanied by information specifying the names of the Employees from whose wages such deductions have been made and the amount in each case.

5.05 Record Of Union Deductions (T4 Slips)

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions remitted to the Union by the Employer in the previous calendar year. Such record shall be provided to each Employee prior to March 1st of the succeeding calendar year.

5.06 Union Related Discrimination Prohibited

Neither the Union nor the Employer shall discriminate against any Employee for reasons related to union membership, non-membership in the union, or lawful union activity.

ARTICLE 6 - UNION REPRESENTATION

6.01 Union Representatives

- (a) The Employer recognizes the Union's right to select a Shop Steward to represent Employees under this Agreement on behalf of the Union. The Union specifically agrees that such Shop Steward must be an Employee in the bargaining unit who has completed his or her probation period. The Parties agree that at no time shall there be more than one (1) Shop Steward. The provisions of this Clause 6.01(a) shall not preclude the Union from designating one (1) or more alternate Shop Steward(s), providing that at any given time there is only one (1) active Shop Steward for the purposes of this Agreement.
- (b) The Union shall notify the Employer in writing of the name(s) of the person(s) authorized to represent the Union for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these name(s). Until such written notification is in each case received by the Employer, the Employer shall not be obliged to acknowledge any individual's authority to represent the Union.

6.02 Time Off Work For Union Business

- (a) It is agreed that time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit to attend any meeting(s) with any representative(s) of management with respect to matters covered by this Agreement shall be deemed to be time worked and paid accordingly by the Employer, subject to the following conditions:
 - (i) All such paid time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit must be approved in advance and scheduled by the Library Director, or delegate.
 - (ii) The Employer shall not be obliged to provide such paid time off work to more than a total of two (2) persons from within the bargaining unit, including Employee(s), a Shop Steward and/or Union representative(s), for the purposes of attending any one (1) meeting with any representative(s) of management.

- (iii) All such paid time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit shall be scheduled by the Employer's Library Director, or delegate, in a manner so as to minimize disruption of the Employer's operations; however, such paid time off work shall not be unreasonably withheld.
 - (iv) Under no circumstances shall the Employer be obliged to pay any overtime or any other premium, penalty or additional pay for the purposes of this Clause 6.02(a).
 - (v) Each meeting requested by the Union or any of its representatives with the Employer or any of its representatives that is subject to the provisions of this Clause 6.02(a) must be convened by the Employer within no less than thirty (30) consecutive calendar days from the date of submission of each such request or, when applicable, within the time limits prescribed by Article 25 with respect to the grievance procedure.
- (b) Except for attending meetings with management with respect to matters covered by this Agreement or as otherwise expressly provided by this Agreement, the Shop Steward and any other Union representatives and Employees from within the bargaining unit shall all conduct Union business outside their working hours, exclusive of rest and meal breaks, and under no circumstances shall the Employer's operations be disrupted or the Employer incur any cost.
- (c) The Employer agrees to grant leave without pay and without loss of seniority for the purposes of collective bargaining. The Employer shall continue to pay the Employee his/her regular rate while on such leave and will invoice the Union for that amount.

6.03**Leave Of Absence For Union Business****(a) Union Leave - Short Term**

The Employer may grant a leave of absence without pay to no more than one (1) Employee at any one (1) time to attend Union functions. Such leave will only be granted if the Employer receives at least fourteen (14) consecutive calendar days advance notification in writing from the Union requesting the leave. The total of such leave of absence in any calendar year shall not exceed eighty (80) missed straight time hours of work. For the purposes of the application of this Clause 6.03(a), the Employer specifically reserves the overriding right at all times to retain a workforce that in the opinion of the Employer has the present qualifications, skills and ability to perform the available and projected work, as determined by the Employer. Otherwise, leave under this Clause 6.03(a) will not be unreasonably denied by the Employer.

(b) Union Leave - Extended

- (i) An Employee who is acting as a full-time officer or representative of the Union or who is hired, elected or appointed to a position representing the Union beyond the scope of the Employer's operations shall be granted an unpaid leave of absence to perform his or her duties, with the time involved considered as service, for seniority purposes only, with the Employer. Only one (1) bargaining unit employee shall have the right to such unpaid leave of absence at any one (1) time.
- (ii) An Employee on leave pursuant to this Clause 6.03(b) may elect to continue some or all of the benefit plan coverage provided by this Agreement, subject to his or her eligibility, in which case such Employee shall be responsible for paying the Employer in advance on a monthly basis for the full cost of such continued coverage, unless the Union makes such advance monthly payments on behalf of the Employee.
- (iii) On conclusion of a leave of absence under this Clause 6.03(b) the Employee shall be returned by the Employer to his or her former job classification or to a comparable position. The Employee must provide the Employer with at least thirty (30) consecutive calendar days advance notification in writing confirming the date the Employee will be returning to work upon the conclusion of such leave.

6.04 Union Access To Employees

The Employer agrees that access to its premises shall be allowed to an authorized representative of the Union from outside of the bargaining unit for the purpose of administering this Agreement on the understanding that the Employer's operations will not be disrupted and upon at least twenty-four (24) hours advance notice, in which case such permission shall not be unreasonably denied.

6.05 Union Notice Board.

The Employer shall provide one (1) bulletin board for use by the Union to post notices of Union meetings and/or social events. No such notice shall contain any content which is immoral, illegal or discriminatory in nature.

6.06 Limitations On Union Activities

Neither the Union nor any Employees in the bargaining unit will engage in any Union activities during working hours, or hold at any time on the Employer's premises any meetings related to Union matters, except as expressly provided otherwise by this Agreement, or with the prior express consent of management in each case.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 Management Rights

The Union recognizes and agrees that all rights to manage and direct its operations and Employees in the bargaining unit are retained by the Employer, except as expressly limited or modified by this Agreement or by applicable law. For greater clarity and certainty, it is mutually agreed that no further limitation or modification of these retained rights of the Employer shall under any circumstances be implied into this Agreement.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Establishment Of Labour-Management Committee

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

- (b) The Employer and the Union shall each have one (1) representative on this Committee, with each Party selecting its own representative subject to its sole discretion. The Union specifically agrees that its representative must be an Employee in the bargaining unit who has completed his or her probation period. The Employer agrees that this representative of the Union may be assisted at any meeting of the Labour-Management Committee by a full-time Union representative from outside of the bargaining unit, the latter of whom shall have voice but no vote recognition. When such external representative of the Union is present another representative of the Employer, with voice but no vote, shall also have the right to attend to ensure equal representation on the Committee.

8.02 Responsibilities Of The Committee

- (a) The Committee shall be empowered to discuss and make non-binding recommendations on matters referred to it by mutual agreement of the Parties.
- (b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed otherwise by the Parties.

8.03 Committee Meetings

- (a) The Committee shall meet as necessary but not more than four (4) times in each calendar year except that additional meetings can be convened by mutual agreement between the Employer and the Union. Committee meetings will be held at the request of either Party upon submission of an agenda of topics to be discussed. No meeting of the Committee shall exceed two (2) hours in length, unless extended on a case by case basis by unanimous agreement between the Employer and the Union representatives who are in attendance.
- (b) Any issues regarding Occupational Health & Safety shall be dealt with through the Labour-Management Committee.
- (c) Scheduling of Committee meetings and paid time off work for Union representatives from within the bargaining unit to attend shall be governed by Clause 6.02 of this Agreement.
- (d) Minutes shall be kept of all meetings of the Committee and a copy shall be provided to each Committee member, the Employer and the Union.

8.04 Jurisdiction Of Committee

Both Parties have the right to refer any matter or proposal discussed at the Labour-Management Committee meeting to their respective principals for further direction, advice or ratification.

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 No Strike Or Lockout

There must be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 10 - EMPLOYEE CATEGORIES

10.01 Employee Categories

All Employees hired or used by the Employer within the bargaining unit shall be categorized as either Regular Employees or Temporary Employees, as the case may be, as defined in this Agreement. All such Employees shall be subject to the probation period referred to in Article 13 of this Agreement.

ARTICLE 11 - REGULAR EMPLOYEES

11.01 Definition Of Regular Employee

"Regular Employee" means an Employee hired or used in accordance with this Agreement to perform work of an anticipated continuing nature on a full time and/or less than full time hours of work basis. This definition is not to be construed or interpreted as a guarantee of employment or hours of work.

11.02 Application Of Agreement

Regular Employees shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Temporary Employees or as expressly provided otherwise by this Agreement.

ARTICLE 12 - TEMPORARY EMPLOYEES

12.01 Employer Right To Use Temporary Employees

The Employer shall have the right to use Temporary Employees.

- (a) Temporary Employees are primarily relief employees and may be employed to work full shifts or part shifts on an as-and-when needed basis in capacities such as sickness, vacation, leave of absence, and temporary workload relief. It is agreed that the use of Temporary Employees shall not result in a layoff or a reduction of the regular hours of Regular Employees.
- (b) Additional personnel may be employed as Temporary Employees when funded by grants for the period of the grant.

12.02 No Job Posting Required For Temporary Employees

No job posting under Article 16 or any other provision of this Agreement shall be required for any Temporary Employees. Selection of Temporary Employees shall be subject to the sole discretion of the Employer.

12.03 Application Of Agreement

Temporary Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Regular Employees. Except as expressly provided otherwise by this Agreement, Temporary Employees shall be treated in all respects under this Agreement on the same basis as Regular Employees.

12.04 Probation Period

The probation period for each Temporary Employee shall be governed by Article 15 and all other applicable provisions of the Agreement. However, it is agreed that successful completion of the probation period by any Temporary Employee shall not be cause for any change in the employment status of that person to Regular Employee status.

12.05

Seniority

Temporary Employees shall not accrue any seniority until such time as they obtain Regular employment status under this Agreement, in which case they shall be granted seniority retroactively from their last date of hire. Such service for seniority purposes under this Agreement shall be considered as continuous as long as breaks in service do not exceed ninety one (91) consecutive calendar days. A Temporary Employee who has a break in service, i.e. performs no work within the bargaining unit, for a continuous period that exceeds ninety one (91) consecutive calendar days shall lose all seniority and shall be deemed to be terminated such that he or she shall no longer be considered to be an Employee covered by this Agreement. [See Clause 12.08 below.]

12.06

Vacation Entitlements

Vacation entitlements of Temporary Employees shall be governed by the *Employment Standards Act* of British Columbia.

12.07

Benefit Plans Exemption

Temporary Employees shall not be entitled to participation in or coverage by any of the benefit plans including, but not limited to, any retirement program referred to in this Agreement.

12.08

Termination Of Employment

Termination of employment of Temporary Employees shall be governed by the *Employment Standards Act* of British Columbia.

12.09

Compensation

Temporary Employees will be paid pursuant to Appendix "A" wage rates.

ARTICLE 13 - PROBATION PERIOD

13.01

Probation Period Defined

- (a) A new Employee shall be considered on probation for the first one-hundred-eighty (180) consecutive calendar days of employment.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.

- (c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise terminate the Employee. However, prior to terminating any Employee on probation under this Article, the Employer must have at least one (1) time informed the person about any area(s) of concern and thereafter allowed the probationary Employee at least ten (10) working days during which to demonstrate improvement(s). This prior notice and improvement period shall not apply in the event of serious misconduct.

13.02 Termination Of An Employee On Probation

- (a) The test of cause for termination of an Employee on probation shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.
- (b) An Employee on probation shall not be subject to the provisions of Clause 24.01 [Just Cause] of this Agreement.
- (c) Subject to the provisions of this Article 13, the Union may grieve the termination by the Employer of a probationary Employee.

ARTICLE 14 - SENIORITY

14.01 Definition Of Seniority

Seniority is defined as the length of continuous service within the bargaining unit and shall include employment with the Employer prior to certification of the bargaining unit.

14.02 Seniority Accrual For Regular Employees When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Regular Employee who is absent from work due to rest days; Statutory Holidays or days in lieu; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work. Seniority shall also continue to accrue for the duration of the recall period prescribed by Clause 27.06 of this Agreement.

14.03 Limited Seniority Rights For Temporary Employees

The seniority rights of Temporary Employees shall be governed by Clause 12.05 of this Agreement.

14.04 Calculation Of Seniority - Probationary Employees

Employees on probation under Article 15 shall not accrue any seniority until such time as they successfully complete their probation period, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

14.05 Service Outside The Bargaining Unit

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement. [See Clause 14.01 above and Clause 14.05(b) below.]
- (b) An Employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed three hundred sixty-five (365) consecutive calendar days from the date of commencement of such work. Upon expiration of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement. The aforementioned time limit may be extended by mutual agreement between the Employer and the Union on a case-by-case basis.
- (c) At the end of a temporary transfer undertaken pursuant to the provisions of this Clause 14.05, the Employee shall resume per Appendix "A" the base hourly rate and increment step that reflects the "hours actually worked" held by the Regular Employee in his or her previous job classification immediately prior to commencement of the temporary transfer PLUS the "hours actually worked" by the Regular Employee during the time span of said temporary transfer. Any other Employee moved as a result of this temporary transfer shall equally be returned to former position and per Appendix "A" to a step-on-scale that reflects the "hours actually worked" held by the Regular Employee in his or her previous job classification immediately prior to commencement of the temporary transfer PLUS the "hours actually worked" by the Regular Employee during the time span of the temporary transfer.

14.06 Loss Of Seniority

An Employee shall lose his or her seniority and the employment relationship under this Agreement shall be severed in the event that:

- (a) the Employee is discharged for just cause or otherwise terminated and subsequently not reinstated;
- (b) the Employee voluntarily terminates employment or otherwise resigns his or her position;
- (c) the Employee retires;
- (d) the Employee is absent from work for five (5) or more consecutive work days without providing the Employer in a timely manner with both notification of the absence and reason(s) for the absence satisfactory to the Employer, unless the absence is covered by one (1) or more express applicable provisions of this Agreement;
- (e) the Employee abandons his or her position in a manner other than described in Clause 14.06(d);
- (f) the Employee, if a Regular Employee, is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off and not recalled to work prior to expiration of the applicable recall period; or
- (g) the Employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement.

14.07 Seniority List

The Employer shall compile and maintain an up-to-date seniority list including, but not limited to, the name, job classification, and seniority date of each Employee in the bargaining unit. This seniority list shall be posted on the union bulletin board referred to in Clause 6.05 and a copy sent by the Employer to the Union at six (6) month intervals.

14.08 Application Of Seniority

- (a) In making promotions, transfers and demotions, and in effecting layoffs or recalls from layoff, the qualifications, skills and ability of the Employee(s) concerned shall be the primary consideration, and where such factors are equal, seniority shall be the determining factor.

- (b) When seniority is the deciding factor for the purposes of this Clause 14.08, it shall be applied from highest seniority to lowest seniority, in that order, such that the candidate with the highest seniority shall be given preference.

ARTICLE 15 - ESTABLISHING JOB CLASSIFICATIONS AND WAGE RATES

15.01 Existing Job Classifications And Wage Rates

The job classifications currently recognized under this Agreement and their respective wage rates by minimum base hourly rate and increment step structure are set out in Appendix "A" of this Agreement.

15.02 Employer Right To Abolish Or Introduce New And/Or Changed Job Classifications

The Union recognizes the right of the Employer to abolish or introduce new or changed job classifications at any time, subject to the provisions of Clause 15.03 below.

15.03 Resolving The Pay Rate For A New Or Substantially Changed Job Classification

Before the Employer introduces a new or substantially changed job classification, the Employer shall meet with the Union and attempt to resolve an appropriate base hourly rate and increment structure taking into account the pay rates set out in Appendix "A" of this Agreement.

In the event that the Parties cannot agree on the base hourly rate and/or increment step structure when an existing job classification is to be substantially changed or a new job classification is to be created, as the case may be, the Employer shall have the right to implement the base hourly rate and increment step structure proposed by the Employer, and the Union shall have the right to grieve by submitting the matter immediately to arbitration in accordance with Article 26 [Arbitration], in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision, but only to the extent thus necessary.

15.04 Retroactivity

Any pay adjustment arising pursuant to this Article shall be made as of the date the new or substantially changed job classification was first implemented by the Employer.

ARTICLE 16 - FILLING JOB CLASSIFICATION VACANCIES

16.01 Vacancies – Regular Employment – Job Posting Requirements

- (a) Subject to the Employer's needs, vacancies in existing or new job classifications involving regular employment shall be posted in a conspicuous location for seven (7) consecutive calendar days to give all eligible Employees an opportunity to apply for the vacancies on forms supplied by the Employer.
- (b) A job posting shall contain the following information: job title; required qualifications, education, knowledge and/or skills; and minimum base hourly wage rate per hour per Appendix "A".
- (c) Where the Employer intends to give applicants to a job posting formal tests, information on the nature of the test and the desired level of proficiency shall be noted on the job posting.
- (d) The Employer reserves the right to withdraw a job classification vacancy posting at any time.

16.02 Eligibility For Posted Job Classification Vacancies

All bargaining unit Employees including, but not limited to, Temporary Employees and/or Regular Employees on layoff status with recall rights shall be eligible to apply for any job classification vacancy posted by the Employer pursuant to the provisions of this Article.

16.03 Criteria Governing Job Selection

The Employer shall undertake selection of personnel for posted job vacancies on the basis set out in Clause 14.08 [Application Of Seniority] and subject to all other applicable provisions of this Article.

16.04 Trial Period And Return To Former Position

A Regular Employee who has been selected to fill a posted job classification vacancy under this Article shall have the right, subject to his or her sole discretion, to return to the job classification he or she held immediately prior to such change of position provided that this right is exercised by the Employee before completing two hundred forty (240) straight-time hours (inclusive of paid rest periods but exclusive of unpaid meal periods and overtime) or within ninety (90) consecutive calendar days from the date upon which the Employee actually starts work in the new job classification, whichever results in the earlier deadline date. Equally, where the Employer finds the Employee to be unsatisfactory in the new position, within the same time period(s), the Employer shall reassign the Employee to his or her previous job classification. In either case, the Employee shall resume per Appendix "A" the base hourly rate and increment step (including "hours actually worked" worked by the Regular Employee in his or her trial period) held by the Regular Employee in his/her previous classification immediately prior to starting work in the new job classification. Any other Employee moved as a result of such reassignment shall equally be returned to former position and per Appendix "A" to his or her former base hourly rate and increment step including "hours actually worked".

ARTICLE 17 – WAGES

17.01 Wages Rates

Each Employee shall be paid not less than the hourly rate and applicable increment step established by Appendix "A" for their job classification, subject to the provisions of this Article 17.

17.02 Increment Step Placement And Progression

(a) Increment Step Placement On Hiring/Permanent Promotion

The Employer may hire/promote an Employee into the bargaining unit at any increment step applicable to the job grouping. It is agreed that no current Employee in the job classification will be paid a salary lower than the new Employee.

(b) Increment Step Progression

Increment step progression shall be subject to completion of the requisite "hours actually worked" as prescribed by Appendix "A".

17.03 Wage Rate Upon Permanent Promotion

A Regular Employee who secures a permanent promotion through the job posting provisions of Article 16 and thus moves from a lower rated job classification into a higher rated job classification shall become subject to the increment step scale base hourly wage rates and progression per Appendix "A" for the higher rated job classification. Such Regular Employee shall initially be placed at the increment step in the higher rated job classification which is closest to the increment step the Employee was receiving in the applicable lower rated job classification immediately prior to the move; however, this must result in an increase in the Employee's increment step base hourly wage rate.

17.04 Wage Rate Upon Permanent Demotion

A Regular Employee who is demoted shall be placed at the increment step in the lower wage scale consistent with his/her length of continuous service.

17.05 Wage Rate After "Bumping"

A Regular Employee who, pursuant to the provisions of Clause 27.04 of Article 27 [Displacement, Layoff And Recall], "bumps" from a higher rated job classification into a lower rated job classification shall be placed at the increment step consistent with his/her length of continuous service.

17.06 Employees To Be Paid Bi-Monthly

(a) Employer To Pay Bi-Monthly

The Employer shall pay Employees on a bi-monthly basis for the life of this Agreement. The maximum holdback period shall be seven (7) calendar days. The Parties agree that when a Statutory Holiday falls on a pay day wages shall be paid on the calendar day immediately preceding the Statutory Holiday.

(b) Statement Of Earnings And Deductions

Each Employee entitled to pay for a given pay period shall be provided by the Employer with a detailed statement of earnings and any deductions for that pay period.

(c) Pay By Direct Deposit – Employer Option

The Employer shall have the option at any time to introduce a system of pay by direct deposit, upon at least thirty (30) consecutive calendar days prior written notice to the Union. In such case, each Employee must give to the Employer appropriate deposit information for a financial institution of the Employee's choice, which choice can subsequently be changed by the Employee upon at least thirty (30) consecutive calendar days prior written notice to the Employer.

(d) Rounding Of Base Hourly Rates

All base hourly rates are rounded to the nearest whole cent as follows:

- (i) 0.50 and over is rounded up to the next higher whole cent;
- (ii) 0.49 and under is rounded down to the next lower whole cent.

ARTICLE 18 - HOURS OF WORK

18.01 Application Of Article

This Article applies to both Temporary Employees and Regular Employees.

18.02 Normal Straight Time Hours Of Work

The normal straight time hours of work assigned by the Employer shall conform with the following:

- (a) **Per Work Day**
not more than eight (8) hours in any one (1) day;
- (b) **Per Work Week**
not more than forty (40) hours in any week.

18.03 Minimum Daily Hours Of Work

- (a) If an Employee reports to work on any day, the Employer must pay the Employee for a minimum of two (2) hours at the regular wage rate.
- (b) If an Employee starts work, the Employer must pay the Employee for a minimum of four (4) hours at the Employee's wage rate.

18.04 Overtime

All overtime hours worked shall be paid as follows:

- (a) For the first four (4) hours in excess of eight (8) hours in one day; one and one half (1.5X) times the Employee's regular wage rate; and for time in excess of forty (40) hours in a week.
- (b) Employees shall be paid at the rate of double time the Employee's regular rate (2X) for all hours in excess of twelve (12) hours in one day, and forty-eight (48) hours in one week.
- (c) Overtime will not be banked.

18.05 Rest Periods

For each four (4) hours of scheduled work that are actually worked, other than overtime, on any work day, each Regular Employee shall be entitled to one (1) paid rest period of fifteen (15) consecutive minutes in duration.

18.06 Meal Period

- (a) Each Regular Employee who is scheduled to work and who actually works for longer than five (5) hours on any work day shall be entitled to one (1) thirty (30) consecutive minute unpaid meal period during each such work day.
- (b) If, due to the operational requirements of the Employer, a Regular Employee must work through his or her scheduled meal period, or otherwise at the direction of the Employer remain on the premises and be available for work during his or her scheduled meal period, such Employee shall be paid one-half (1/2) hour at straight-time rates, that is, at his or her prevailing base hourly rate per Appendix "A", unless the hours actually worked by the Employee, including the paid meal period (whether worked or not) on the given day total more than eight (8), in which case overtime rates shall apply per Clause 18.04(a).

18.07 Days Of Rest

Each Regular Employee shall be entitled to two (2) days off work, or days of rest, in each seven (7) consecutive calendar day period; otherwise, the overtime provisions of this Agreement shall apply. Normally these days of rest shall be consecutive; however, they may be non-consecutive from time to time if necessary to meet the operational requirements of the Employer.

18.08 Obligation To Remain At The Workplace

No Employee shall leave the workplace during working hours without prior approval by the Employer or designate, except in the proper performance of his or her job or during a scheduled unpaid meal period, subject to the provisions of Clause 18.06(b) above.

18.09 Shift Exchanges

There shall be no shift exchanges involving two (2) or more Employees without the prior written agreement of the Employer in each case, which consent shall be subject to the sole discretion of the Employer and, when given, shall not give rise to any increased cost to the Employer.

18.10 Reduced Hours Of Work Is Not A Layoff

If the Employer reduces but does not eliminate the hours of work of any Regular Employee(s), this shall not constitute a layoff.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 Recognized Statutory Holidays

(a) For the purposes of this Agreement, the following are recognized as Statutory Holidays:

- | | |
|----------------|------------------|
| New Year's Day | B.C. Day |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| | Boxing Day |

(b) In addition to the above, any other public holiday declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be a Statutory Holiday for the purposes of this Agreement.

19.02 Entitlement To Statutory Holiday

- (a) All Regular Employees shall be entitled to Statutory Holidays as set out in Clause 19.01.
- (b) Temporary Employees must have worked a shift within five (5) days immediately preceding the Statutory Holiday or a shift within five (5) days after the Statutory Holiday.
- (c) Where the Statutory Holiday is paid by the Workers' Compensation Board there shall be no additional payment.
- (d) An Employee shall not be entitled when on a leave of absence without pay in excess of thirty (30) days.

19.03 Statutory Holiday Pay

- (a) An entitled Employee shall receive a day's pay at their regular basic rate for each of the Statutory Holidays. However, where the Statutory Holiday is observed on a day the Employee is not scheduled to work, then the Employer shall have the option to grant the Employee another day off in lieu thereof, or require them to take it in conjunction with their annual vacation, but in either case the day's pay shall be the sum to which they were entitled on the day the Statutory Holiday was observed.
- (b) An eligible Employee temporarily employed at a rate of pay higher than their regular basic rate shall be paid, when entitled to pay for a Statutory Holiday, at the higher rate of pay providing they have been continuously employed at the higher rate for at least four (4) days out of their immediately preceding five (5) working days.

19.04 Statutory Holiday During Vacation

If a Statutory Holiday to which an Employee would otherwise be entitled falls within or in conjunction with her annual vacation period, she shall receive one (1) additional day of vacation with pay in lieu of the said Statutory Holiday, which shall be taken at a mutually agreed time.

19.05 Work On A Statutory Holiday

An Employee who works on a Statutory Holiday shall be paid two (2) times his/her rate of pay for all hours worked.

ARTICLE 20 - VACATIONS

20.01 Application Of Article

The provisions of this Article shall apply only to Regular Employees.

20.02 Annual Vacation Entitlement And Pay

(a) Entitlement To Vacation

A Regular Employee shall earn annual vacation entitlement for any calendar year only on reaching that Employee's anniversary date, although he or she may take annual vacation entitlement anytime during that calendar year, subject to the provisions of Clause 20.03 below. An Employee during his or her first year of employment must be employed for a minimum of one hundred eighty (180) consecutive calendar days before he or she may take vacation, any of which time off work shall be subject to the sole discretion of the Employer as to the amount and timing of any such entitlement. It is understood and agreed that vacation entitlement for all Regular Employees in the bargaining unit is earned based on continuous calendar years of service.

(b) Vacation Pay

Payment for vacations shall be based on the applicable percentage of the Regular Employee's gross earnings accumulated between periods when vacation time off work is taken by each Regular Employee.

(c) Vacation Time Off Work

A Regular Employee shall receive annual vacation time off work and pay according to the Employee's anniversary date as follows:

Anniversary Date In Year(s)	Weeks Of Vacation	Vacation Pay As Percentage Of Applicable Gross Earnings
1	2	4%
5	3	6%
10 and thereafter	4	8%

(d) "Weeks Of Vacation" Defined

Each "week of vacation" as referred to in Clause 24.02(c) above shall be deemed to include the number of scheduled work days and the number of regularly scheduled straight-time hours of work on each such work day, and only those work days and only those hours, that the Regular Employee would have worked if he or she was not otherwise taking vacation.

20.03

Vacation Selection

(a) Subject To Operational Requirements

The number of Regular Employees, if any, within each job classification who can take vacation at any given time in each calendar year shall be subject to the operational requirements of the Employer.

(b) Vacation Selection By Job Classification And Seniority

Within each job classification, Regular Employees shall select their vacation periods in order of seniority, from highest to lowest, subject to the provisions of Clause 20.03(a) above. The process for such vacation selection shall be as follows:

- (i) Regular Employees shall notify the Employer, in writing, of their vacation preference(s) at least ninety (90) consecutive calendar days in advance of the proposed start date of their vacation. In case of conflict, the Regular Employee, within the given job classification, with the highest seniority will be given priority for their stated vacation preference(s), subject to the provisions of Clause 20.03(a) above.
- (ii) Under circumstances where the advance written notice of at least ninety (90) consecutive calendar days, as required pursuant to Clause 20.03(b)(i) above, is not given, the Employer may grant vacation, upon written request by a Regular Employee, on a "first come, first served" basis, subject to the discretion of the Employer and the provisions of Clause 24.05(a) above.

(c) Split Vacations

Subject to the discretion of the Employer, vacations may be taken in split periods but no such split period of vacation shall be less than one (1) working week, except with the prior consent of the Employer on a case-by-case basis. Notwithstanding the foregoing, the Employer shall not under any circumstances approve a vacation request for time off work of less than (1) full working day.

20.04 No Banking Of Vacation Entitlement

All vacations must be taken during the calendar year in which they are earned. Accordingly, there shall be no banking of any vacation entitlement.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Family Related Leave

(a) Pregnancy Leave & Parental Leave

The Employer shall provide pregnancy leave and parental leave in accordance with the *Employment Standards Act* of British Columbia.

(b) Family Responsibility Leave

The Employer shall provide family responsibility leave in accordance with the *Employment Standards Act* of British Columbia.

(c) Bereavement Leave

(i) Regular Employees – Paid Bereavement Leave

In the event of a death in the immediate family of a Regular Employee, the Employer shall grant up to three (3) consecutive days off scheduled work as leave of absence with pay. For these purposes, the term “immediate family” means the spouse, common law spouse, child, step-child, common law child, parent, guardian, sibling, grandchild or grandparent of an Employee, and any person who lives with the Employee as a member of the Employee’s family.

(ii) Clarification

For the purposes of clarification, "consecutive days off scheduled work" shall not include the affected Regular Employee's regular days of rest.

(iii) Regular Employees – Unpaid Bereavement Leave

In the event of the death of a spouse or common law spouse who resides with the Regular Employee, or child, step-child, common law child or parent, on request of the Regular Employee, the Employee shall be granted up to an additional fourteen (14) days of bereavement leave without pay, but with no loss of benefits or seniority.

(iv) Temporary Employees

The provisions of Clause(s) 21.01(c)(i), 21.01(c)(ii) and 21.01(c)(iii) above shall apply equally to a Temporary Employee who is actively employed at the time of a death in the "immediate family".

21.02

Sick Leave

(a) Eligibility And Entitlement For Sick Leave Per Calendar Year

Regular Employees who have completed the probation period shall be entitled to a maximum of six (6) paid sick days per calendar year. The Employer may request a doctor's certificate validating their absence.

(b) Paid Sick Day Defined

Pay for any sick day shall only cover the scheduled hours of work missed for that day to a maximum of eight (8) hours for any one (1) day paid at straight-time rates.

(c) Carry-Over Of Unused Sick Leave

Sick leave unused in any calendar year may be carried over from one calendar year to the next calendar year to a maximum bank of thirty (30) paid days of sick leave entitlement.

(d) No Pay Out Of Unused Sick Leave

The Union specifically agrees that the Employer shall not at any time be obliged to make any payout for sick leave except for bona fide illness or injury that is substantiated per Clause 21.02(a) by a valid doctor's certificate.

(e) Subrogation

Where an Employee has received sick leave with pay from the Employer while absent from work by virtue of being ill or injured or because of an accident for which compensation is not payable under the Workers' Compensation Act, and that Employee subsequently recovers payment(s) from a third party, as full or partial compensation for lost wages, the Employee will repay to the Employer from such payment(s) an amount equal to the pay for the sick leave received by the Employee from the Employer and the Employer will reinstate accordingly the sick leave entitlement used by the Employee. The Employee will provide the necessary information to the Employer concerning such payment(s). The provisions of this Clause 21.02(e) shall not operate so as to increase the maximum number of days of paid sick leave entitlement for any Employee in any calendar year.

21.03 Leave For Medical And Dental Appointments

An Employee shall make every reasonable effort to schedule medical and dental appointments on non-work time. Should this not be possible, the Library Director, or delegate, shall grant such unpaid time as necessary, or arrange such time through scheduling, or compensating time off, or shift exchange or shift rescheduling. An Employee shall make every reasonable effort to minimize time away.

21.04 Paid Jury Or Court Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to a Regular Employee who serves as juror, or witness, in any Court. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury services or Court witness, excluding payment for travelling, meals or other expenses, for a period not to exceed thirty (30) working days. The Regular Employee shall present proof of service and the amount of pay received.

21.05 Other Leaves Of Absence

Leave of absence without pay and without loss of seniority may be granted upon written application to the Library Director, or delegate. Such leave must be taken at a time satisfactory to the Employer.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.01 Statutory Compliance

The Employer shall comply with applicable legislation governing the occupational health and safety of Employees.

22.02 Forum For Addressing Health And Safety Matters

The Parties agree that matters pertaining to health and safety in the workplace shall be addressed under the auspices of the joint Labour-Management Committee and Article 10 of this Agreement.

ARTICLE 23 – PERSONNEL FILES

23.01 Personnel Files

A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain a copy of all relevant documentation concerning the Employee's employment and work performance except for routine documentation such as payroll information, etc.

23.02 Employee Access To Personnel File

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

23.03 Union Access To Employee Personnel File

A representative of the Union, who must be a full-time Union representative from outside the bargaining unit, shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, such Union representative shall be provided with a copy of any document, record or report contained in the Employee's personnel file, upon written authorization of the Employee.

23.04 Use Of Personnel File In Relation To Discipline

Written notices of discipline contained in an Employee's personnel file which are more than two (2) years old shall not be relied upon by the Employer to support any subsequent disciplinary action provided that in the interim there has been no other discipline.

Article 24 – Discipline And Discharge

24.01 Just Cause

The Employer shall only discipline or discharge for just and reasonable cause an Employee who has completed the probation period.

24.02 Notice Of Disciplinary Action

Written notice of any disciplinary action by the Employer shall be given to any affected Employee(s). The Employer shall also provide a copy of each such disciplinary notice to the Union.

24.03 Suspension Without Pay Or Discharge - Preliminary Meeting

Before suspending an Employee without pay or discharging an Employee, the Employer will convene a preliminary meeting with a duly authorized full-time representative of the Union from outside of the bargaining unit, as designated by the Union, to provide a forum for a review of the matter. This meeting must be convened within five (5) calendar days of the request by the Employer, otherwise the Employer shall have the right to proceed with suspension without pay or the discharge, as the case may be. The Employer specifically retains the right to suspend an Employee with pay pending the outcome of the aforesaid preliminary meeting or for the purposes of completing any necessary investigation.

24.04 Oral Warning Or Reprimand Is Not Disciplinary

An oral warning or oral reprimand shall not be deemed to be a disciplinary measure. For greater clarity and certainty, this means that the Employer shall not refer to or rely upon any previous oral warning or oral reprimand in respect of any subsequent formal discipline of any bargaining unit employee.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 Definition Of "Grievance"

(a) "Grievance" means:

- (i) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, or;
- (ii) the dismissal, discipline, or suspension of an Employee bound by this Agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

25.02 Step 1

The Employee involved shall first take up the grievance with the Library Director, or duly authorized delegate, within fourteen (14) calendar days of when the grievance was known or ought to have been known. The Employee may be accompanied by a Shop Steward.

25.03 Step 2

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the Union and submitted to the Library Director, or duly authorized delegate, within twenty-one (21) calendar days following the decision rendered at Step 1. The grievor, along with a Shop Steward, shall meet with the Library Director, and/or duly authorized delegate(s), to attempt to settle the matter.

Failing settlement within thirty (30) consecutive calendar days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 26 [Arbitration].

25.04 Union And Employer Grievance

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within thirty (30) days of when the grievance was known or ought to have been known, unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to arbitration as set forth in Article 26 [Arbitration].

25.05 Dismissal Or Suspension Grievances

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

25.06 Deviation From Grievance Procedure

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation with the aggrieved Employee without the consent of the Union. In the event that, either before or after a grievance is initiated under this Agreement, an Employee endeavours to pursue the same or similar matter through a complaint under the *Human Rights Code* of British Columbia, further processing of the grievance under this Agreement shall, upon request by the Employer, be held in abeyance pending the outcome of the complaint under the *Human Rights Code*.

25.07 Technical Objections To Grievances

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

25.08 Extension Of Time Limits

The time limits set forth in this Article or Article 26 [Arbitration] may be extended by mutual agreement between the Union and the Employer.

25.09 Disclosure Of Information

The Parties specifically agree to provide each other during the grievance procedure with disclosure of all relevant evidence in their possession.

25.10 Grievance Investigation, Research Or Preparation By Union Not To Affect Employer's Customer Service

The Parties agree that customer service in a timely manner is of paramount concern, given the nature of the Employer's business. Accordingly, the Union specifically agrees that investigation, research and/or preparation with respect to a grievance will be conducted by any of its representatives outside the working hours of any of the Employees involved in the matter.

25.11 Limited Paid Time Off Work

Scheduling and pay for time off work for any Shop Steward and/or any Employee(s) in the bargaining unit for the purposes of this Article 25 shall be governed by the following [See Clause 6.02]:

- (a) It is agreed that time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit to attend any meeting(s) with any representative(s) of management with respect to matters covered by this Agreement shall be deemed to be time worked and paid accordingly by the Employer, subject to the following conditions:
 - (i) All such paid time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit must be approved in advance and scheduled by the Library Director, or delegate.
 - (ii) The Employer shall not be obliged to provide such paid time off work to more than a total of two (2) persons from within the bargaining unit, including Employee(s), a Shop Steward and/or Union representative(s), for the purposes of attending any one (1) meeting with any representative(s) of management.
 - (iii) All such paid time off work for any Shop Steward or any other Union representative(s) and/or any Employee(s) from within the bargaining unit shall be scheduled by the Employer's Library Director, or delegate, in a manner so as to minimize disruption of the Employer's operations; however, such paid time off work shall not be unreasonably withheld.

- (iv) Under no circumstances shall the Employer be obliged to pay any overtime or any other premium, penalty or additional pay for the purposes of this Clause 25.11(a).
- (v) Each meeting requested by the Union or any of its representatives with the Employer or any of its representatives that is subject to the provisions of this Clause 25.11(a) must be convened by the Employer within no less than thirty (30) consecutive calendar days from the date of submission of each such request or, when applicable, within the time limits prescribed by this Article 25 with respect to the grievance procedure.
- (b) Except for attending meetings with management with respect to matters covered by this Agreement or as otherwise expressly provided by this Agreement, the Shop Steward and any other Union representatives and Employees from within the bargaining unit shall all conduct Union business outside their working hours, exclusive of rest and meal breaks, and under no circumstances shall the Employer's operations be disrupted or the Employer incur any cost.

ARTICLE 26 - ARBITRATION

26.01 Reference To Arbitration

Failing settlement within thirty (30) consecutive calendar days of receipt of a grievance at Step 2 of the grievance procedure as set out in Article 25, either Party may refer the matter to arbitration.

26.02 Selection Of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an arbitrator within fifteen (15) consecutive calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint the arbitrator pursuant to Section 86 of the *Labour Relations Code* of British Columbia.

26.03 Jurisdiction Of Arbitrator

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute that has been properly processed as a grievance under this Agreement. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, imply terms into or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.

26.04 Decision Of Arbitrator

The Arbitrator shall proceed as soon as practicable to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Employer, the Union and each Employee in the bargaining unit affected by the decision.

26.05 Arbitration Costs

The fees and expenses of the arbitrator shall be borne equally by the Parties. The Employer and the Union shall each pay their own costs for preparing and presenting their case at any arbitration arising out of this Agreement, subject to the provisions of Clause 26.08 below.

26.06 Expedited Arbitration

In accordance with Section 104 of the *Labour Relations Code* of British Columbia, either Party may refer an unresolved grievance to Expedited Arbitration as provided therein.

26.07 Settlement Officer

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

26.08 Time Off Work For Arbitration Purposes

(a) Employees Required By The Union

The Union shall reimburse the Employer in full for all costs incurred by the Employer to allow for paid time off work for any Employees, including Union representatives from within the bargaining unit, required by the Union for the purposes of preparation for or attendance at any arbitration under this Agreement. The Employer shall not unreasonably deny such time off work.

(b) Employees Required By the Employer

Employees required by the Employer to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article shall be granted time off work with pay by the Employer for this purpose and this time shall be deemed to be time worked. The Employer shall not be obliged to pay any overtime or any other premium, penalty or additional pay in these respects.

ARTICLE 27 - DISPLACEMENT, LAYOFF AND RECALL

27.01 Application Of Article

The provisions of this Article shall apply only to Regular Employees.

27.02 Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) Displacement

Displacement means the loss by a Regular Employee of his or her current job classification due to:

- (i) a lack of work; that is, no work; or
- (ii) a reduction in the workforce; or
- (iii) a discontinuance of the Employer's operations, in whole or in part; or

(iv) introduction of the type of workplace adjustments contemplated by Article 28; or

(v) being "bumped" in accordance with this Article.

(b) Layoff

Layoff means a displacement as defined in Clause 27.02(a) above such that a Regular Employee is without work.

27.03 Criteria Governing Displacement And Layoff

The Regular Employee with the least seniority within each affected job classification shall be the first person to be displaced or laid off within his or her job classification, subject to the provisions of Clause 14.08 [Application Of Seniority].

27.04 Bumping Procedure

(a) "Bumping Rights" Defined

A Regular Employee displaced from his or her job classification by the layoff procedure may displace or "bump" a Regular Employee with less seniority in a lower rated job classification, subject to the provisions of Clause 14.08 [Application Of Seniority].

(b) No "Bumping Up"

The process of recall shall not in any case result in any Regular Employee effectively getting a promotion, that is, moving from a lower rated job classification to a higher rated job classification than previously held by the Employee.

27.05 Recall Period

An Employee who has completed his/her probationary period and attains regular status shall have recall rights for twenty-four (24) months from the date of layoff.

27.06 Seniority Calculation During Recall Period

Seniority for a Regular Employee who is laid off shall be maintained and accumulated during the recall period.

27.07**Recall Process****(a) Criteria Governing Recall**

Regular Employees who are laid off shall be recalled to work in accordance with the provisions of Clause 14.08 [Application Of Seniority].

(b) Notice Of Recall

The Employer shall first attempt to contact by telephone a Regular Employee who is subject to recall. If such contact is not successful within twenty-four (24) hours of the initial contact attempt by the Employer, the Employer shall send a recall notice by registered mail to the Regular Employee's last known mailing address. For these purposes, a laid off Regular Employee shall be responsible for providing the Employer with his or her current contact telephone number and mailing address and any changes thereto.

(c) Failure To Respond To A Recall Notice

If a Regular Employee who has been laid off is issued with a written recall notice pursuant to this Clause 27.07 and fails to report to work within seven (7) consecutive calendar days of the date of issuance of such notice, then unless the Employee provides the Employer a bona fide reason for not responding in a timely manner, such Employee shall be removed from the recall list and the employment relationship shall be deemed to be severed. It is understood and agreed that a Regular Employee who is recalled pursuant to the applicable provisions of this Article shall be obliged to contact the Employer as soon as possible to either accept or reject the recall.

27.08**Limitations On Continuation Of Benefit Plan Coverage**

The Employer shall be responsible to continue benefit coverage for a period of three (3) months following the layoff, at which time the Employee shall have the option to secure coverage at their expense for the balance of the recall period, provided the benefit plan carrier allows for the continuation of coverage.

27.09 Notice Of Layoff

Regular Employees who are to be laid off, such that they are without work, shall be given notice in writing as specified below. It is agreed that such Regular Employee may continue to work on a day-to-day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases.

- (a) Where a Regular Employee has less than one (1) year of continuous service, one (1) week's notice;
- (b) Where a Regular Employee has one (1) year and up to three (3) years' of continuous service, two (2) weeks' notice, and for each subsequent year of service, an additional weeks' notice, up to a maximum of eight (8) weeks' notice.
- (c) If a Regular Employee has not had the opportunity to work the days as provided in this Clause 27.09, he or she shall be paid at straight-time rates for their otherwise scheduled hours of work that were not made available.

ARTICLE 28 – ADJUSTMENT PLAN

28.01 Adjustment Plan Process

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom this Agreement applies,

- (a) the Employer must give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and the Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respect any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (ii) human resource 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 of overseeing the implementation of the adjustment plan.

28.02 Mutually Agreed Adjustment Plan Incorporated Into Collective Agreement

If, after meeting in accordance with Clause 28.01 above the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

28.03 Exceptions

Clause 28.01 and Clause 28.02 above do not apply to the termination of employment of Employees exempted by section 65 of the *Employment Standards Act* of British Columbia from the application of section 64 of that Act.

28.04 Process Through Labour-Management Committee

Any meeting of the Parties arising out of this Article shall be conducted under the auspices of the Labour-Management and Article 8 of this Agreement.

28.05 Impact Of Statute

The Parties agree that the provisions of this Article 28 effectively incorporate into the Collective Agreement the current provisions of Section 54 -- Adjustment Plan -- of the *Labour Relations Code* of British Columbia. The Parties further agree that if in future said provisions of the Code are amended or repealed the provisions of this Article 28 shall be changed or deleted to mirror the statute in these respects.

ARTICLE 29 – TRAINING

29.01 Pay For Training Purposes

All time related to training, except for travel, shall be paid at straight-time base hourly rates and shall not be subject to any overtime or other premium, penalty or additional pay. Such pay shall be limited to a maximum of eight (8) hours per day. Training related travel time that is outside scheduled hours of work shall be unpaid time.

ARTICLE 30 - BENEFIT PLANS

30.01 Limitation Of Liability

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of its required portion of applicable premiums to the insurance carrier(s). Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

30.02 Selection Of Carrier

The selection of the insurance carrier(s) for any benefits referred to in this Article is in the sole discretion of the Employer.

30.03 Eligibility

All Regular Employees who have completed the probationary period with the Employer shall be eligible for coverage under this Article, subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy. Coverage for each Regular Employee shall commence at the start of the first full calendar month following the date on which he or she completes their probationary period with the Employer.

30.04 Benefits

The benefits covered by this Article are summarized in booklet(s) provided by the benefits carrier(s), none of which form part of this Agreement. In general, the nature of these benefits is as follows:

(a) Employee Life Insurance

Level \$25,000 benefit. Coverage will reduce at age 65 to 25% of the face value and terminate at age 75.

(b) Dependents Life Insurance

\$5,000 of life insurance coverage for the spouse of the insured. \$2,500 coverage for each child of the insured.

(c) Accidental Death & Dismemberment

Accidental Death Benefit. Level benefit of \$25,000.

Accidental Dismemberment Benefit. Various amounts. [See Benefit(s) Booklet.]

Coverage will reduce at age 65 to 25% of the face value and terminate at age 75.

(d) Long Term Disability ("L.T.D.")

L.T.D. where Employer pays 100% of the premiums provides taxable monthly benefits based on 66 2/3% of monthly earnings.

All L.T.D. benefits are rounded to the next \$50 to a maximum of \$5,000.

30.05 Premiums

(a) Regular Employees In The Bargaining Unit On Effective Date Of First Collective Agreement

The Employer shall pay 100% of the premium costs for all of the benefit plans referred to in Clause 30.04 above for all Regular Employees in the bargaining unit on the effective date of the first collective agreement between the Employer and the Union.

30.06 Benefit Premium Payments When Off Work

Subject to the provisions of Clause 27.08, the Employer shall not be required to continue paying any premiums for any coverage under this Article for any otherwise eligible Regular Employee who is absent from work for any reason, other than approved paid leave of absence or vacation, for a period of greater than one (1) month unless otherwise required by any applicable law. In such case, the otherwise eligible Employee shall be given the option of paying the total cost in advance on a monthly basis for continued coverage under this Article, if this is allowed by the insurance carrier(s). Failing such payment by the Regular Employee, all benefit plan coverage under this Article shall be terminated unless and until such time as he or she returns to active duty.

ARTICLE 31 – RETIREMENT PROVISIONS

31.01 RRSP Contributions By Employer

- (a) On or about December 31st in each calendar year, the Employer shall contribute into a Registered Retirement Saving Plan (“RRSP”) in respect of each Regular Employee who has completed three (3) years of continuous service with the Employer an amount equal to eight percent (8%) of the gross earnings that each such Regular Employee earned during that calendar year between January 1st and December 31st, inclusive.
- (b) To be entitled to receive the RRSP contribution(s) defined in Clause 31.01(a) above, each eligible Regular Employee shall be obliged to establish a bona fide RRSP and to provide the Employer in a timely manner with the details and authorization necessary to allow the Employer to make direct deposit(s) into said RRSP.

ARTICLE 32 – NO PERSONAL OR SEXUAL HARASSMENT

32.01 Prohibition Against Personal And Sexual Harassment

The Employer and the Union recognize the right of all Employees to work in an environment that is free of personal and sexual harassment. Accordingly, the personal and sexual harassment of any Employee for any reason is prohibited.

32.02 Personal And Sexual Harassment Defined

For the purposes of this Article:

(a) Definition Of Personal Harassment

- (i) Personal harassment is generally a pattern of behaviour consisting of offensive comments or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
- (ii) Personal harassment may include conduct related to unlawful discrimination under the *Human Rights Code*;
- (iii) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline.

- (iv) Sexual harassment, as defined in Clause 32.02(b) below, is also considered to be a form of personal harassment and will not be tolerated.

(b) Definition Of Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential. Sexual harassment examples may include but are not limited to:

- (i) engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
 - (ii) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (iii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
 - (iv) This definition of sexual harassment is not meant to inhibit interactions or relationships based on adult mutual consent or normal social contact between Employees.
- (c) Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
- (d) Whether or not conduct is seen as "unwelcome" will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the alleged harasser knows or ought reasonably to have known that the conduct was unwelcome.

32.03

No Frivolous, Vexatious Or Vindictive Claims

The Employer may undertake disciplinary or other appropriate action against any Employee who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary action by the Employer with respect to any Employee who has passed probation must be for "just cause".

Resolution Of Personal Harassment Complaints/Grievances**(a) Raising A Complaint Or Grievance**

A complainant may either initiate a grievance as per the grievance procedure contained in this Agreement, commencing at Step 2, or file an oral or written complaint with the Employer's Library Director, or delegate, and/or an external Union Representative, or delegate.

(b) Required Information In Complaint Or Grievance

An oral or written complaint or a grievance alleging personal harassment shall specify the details of the allegation(s) including:

- (i) name and job title of the complainant;
- (ii) name and job title of the respondent;
- (iii) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (iv) name(s) of witnesses (if any); and
- (v) prior attempts to resolve (if any).

(c) Time Limits For Initiating A Complaint Or Grievance

A complaint or grievance alleging personal harassment must be initiated within one hundred eighty (180) consecutive calendar days from the date on which the complainant knew or ought reasonably to have known about the objectionable incident(s). This time limit may be extended by mutual agreement between the Employer and the Union.

(d) Investigation Processes

A complaint or grievance alleging personal harassment will be investigated as follows:

- (i) An external Union Representative, or delegate, and the Employer's Library Director, or delegate, will first undertake a joint preliminary investigation to determine if there appears to be sufficient credible evidence to warrant further investigation of the allegation(s).

- (ii) If necessary, based on the results of the preliminary investigation described above, the Employer's Administrator, or delegate, and an external Union Representative, or delegate, will jointly conduct a full and thorough investigation of the matter.
- (iii) The Employer and Union representative involved in the joint investigation described above will report their findings and recommendations, if any, to the Employer.
- (iv) Upon conclusion of the investigation process(es) arising out of this Clause 32.04(d), the Employer shall take such action as deemed appropriate by the Employer, under the circumstances, which result, if it involves any bargaining unit Employee(s), may be subject to arbitration by the Union in accordance with the applicable provisions of this Agreement.
- (v) The investigation processes and their results arising out of this Clause 32.04(d) are to be treated by all concerned as confidential except as otherwise required on a "need to know" basis.
- (vi) Time off work for the purposes of the investigation processes arising out of this Clause 32.04(d) shall be governed by Clause 6.02 of this Agreement.
- (vii) Union Representatives involved in conducting any investigations under this Clause 32.04(d) must be persons from outside of the bargaining unit.

(e) Referral To Arbitration

Any complaint or grievance alleging personal harassment that is not resolved through the processes arising out of this Clause 32.04 may be referred to arbitration in accordance with the applicable provisions of this Agreement, in which case the authority of the arbitrator shall be as set out below.

32.05 Authority Of Arbitrator

An arbitrator hearing a grievance arising out of this Article shall have the authority to:

- (a) uphold or dismiss the grievance; and/or

- (b) return the issue to the Employer to determine the appropriate disciplinary penalty as concerns any Employee in the bargaining unit; and
- (c) retain jurisdiction to resolve any issues with respect to the imposition of any discipline of any Employee in the bargaining unit or any other matter related to the case, subject to the overriding provisions of Clause 32.05(e) below; and
- (d) make such further orders as may be necessary to provide a final and binding resolution of the grievance.

ARTICLE 33 - SAVINGS PROVISIONS

33.01 Government Action Affecting Agreement

- (a) If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal or provincial governments, the following shall apply:
 - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
 - (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 33.01(a) above.
 - (iii) If mutual agreement cannot be reached as provided in Clause 33.01(a)(ii) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations. An arbitrator acting under this Clause 33.01(a)(iii) shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision but only to the extent thus necessary to enshrine herein a lawful substitute for the provisions rendered nugatory, to whatever degree, as per Clause 33.01(a) above.

ARTICLE 34 - MISCELLANEOUS PROVISIONS

34.01 Preparation And Printing Of The Collective Agreement

- (a) The Union and the Employer shall share equally the cost for preparing and printing successive Collective Agreements between the Parties.
- (b) Prior to printing any copy of this Agreement, or any of its successors, the Employer and the Union shall consult with respect to the design and format for the Agreement.

34.02 Communications

Except as expressly provided otherwise by this Agreement, any notice required to be given by either Party to the other pursuant to this Agreement shall be hand-delivered or sent by facsimile or by email.

34.03 Name Tags

The Employer retains the right to require bargaining unit employees to wear individual name tags during working hours. Such name tags shall be provided by the Employer.

34.04 Use Of Personal Cell-Phones Or Similar Devices During Working Hours Is Prohibited

The use for any reason of personal cell-phones or similar devices during working hours is prohibited except in the event of a bona fide emergency.

34.05 Bonding

If the Employer requires any Employee to be bonded, the cost for such bonding shall be paid for by the Employer.

ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM

35.01 Continuance Of Employee Assistance Program

The Employer agrees to continue during the life of this Agreement the current Employee Assistance Program ("EAP"). The Employer retains the right to change at any time the provider of the EAP.

35.02

Purpose

The purpose of the Employee Assistance Program shall be to facilitate treatment for eligible Employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.

35.03

Participation

- (a) All Regular Employees who have completed their probationary period with the Employer shall be eligible for participation in the Employee Assistance Program, subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy. Coverage for each Regular Employee shall commence at the start of the first full calendar month following the date on which he or she completes their probationary period with the Employer.
- (b) Participation by an eligible Regular Employee in any EAP treatment program(s) shall be on a voluntary basis.

35.04

Time Off Work For EAP Purposes

(a) Attending Necessary Consultation Meetings

An eligible Regular Employee shall be given unpaid time off work to attend any necessary consultation meeting under the Employee Assistance Program.

(b) Participating In Recommended Treatment

An eligible Regular Employee shall be given an unpaid leave of absence while participating in any recommended treatment program under the Employee Assistance Program.

35.05

Funding

All costs related to establishment and continuation of the Employee Assistance Program shall be borne by the Employer.

ARTICLE 36 - DURATION

36.01 Effective Date Of Agreement

The provisions of this Agreement shall come into effect on the date of ratification.

36.02 Duration And Termination Of Agreement

This Agreement shall continue in effect until midnight December 31, 2010 and shall remain in force and be binding upon the Parties thereafter until a new agreement has been consummated or there is a strike or lockout, whichever event occurs first.

36.03 Exclusions Of Operation - Labour Relations Code Of B.C.

The Parties hereto agree to exclude the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, or any subsequent equivalent legislative provisions.

Signed at Fernie, B.C. this 20 day of Jan, 2008

FOR:
FERNIE HERITAGE LIBRARY ASSOCIATION



Emma Dressler
Library Director



Don Percifield
Labour Relations Consultant

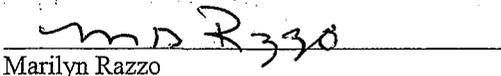
FOR:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093



Wayne Malone
CUPE National Representative



Jeanette Sedgwick
Shop Steward



Marilyn Razzo



Heather Gordon

Appendix "A" – Job Classifications And Wage Rates

JOB CLASSIFICATION:		PAGE	
		DATE [SEE NOTE (4) BELOW] WAGE PER HOUR	DATE [SEE NOTE (5) BELOW] WAGE PER HOUR
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED		
	Start	\$9.00	\$9.27
	6 months or 750 hours whichever is later	\$9.50	\$9.79
	1 year or 1500 hours whichever is later	\$10.00	\$10.30
	2 years or 3000 hours whichever is later	\$10.50	\$10.82
	3 years or 4500 hours whichever is later	\$11.00	\$11.33
NATURE OF DUTIES:	Perform general duties related to operation of the library including, but not limited to, the following: assist with library openings and closings; do circulation and second-floor desk duties; do shelf reading; shelve books and other collection materials; do cash transactions approved by management; do purchasing of Library supplies as directed; do shipping and receiving; and assist patrons and perform other duties as directed.		

JOB CLASSIFICATION:		ASSISTANT LIBRARIAN I	
		DATE [SEE NOTE (4) BELOW] WAGE PER HOUR	DATE [SEE NOTE (5) BELOW] WAGE PER HOUR
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED		
	Start	\$12.00	\$12.36
	6 months or 750 hours whichever is later	\$12.50	\$12.88
	1 year or 1500 hours whichever is later	\$13.00	\$13.39
	2 years or 3000 hours whichever is later	\$13.50	\$13.91
	3 years or 4500 hours whichever is later	\$14.50	\$14.94
NATURE OF DUTIES:	In addition to all of the duties of a Page, perform general duties related to operation of the Library including, but not limited to, the following: process interlibrary loans; respond to reference enquiries; provide readers advisory services; administer overdues; maintain membership and other databases; undertake library openings and closings; perform basic repair and maintenance of collection materials; perform basic computer maintenance; maintain library and office supply inventory; in coordination with the Library Director, or delegate, recommend library materials for acquisition and weeding and undertake weeding as directed; in coordination with the Library Director, or delegate, develop and set up library displays; and assist patrons and perform other duties as directed.		

JOB CLASSIFICATION:		ASSISTANT LIBRARIAN II	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	DATE	DATE
		[SEE NOTE (4) BELOW]	[SEE NOTE (5) BELOW]
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$15.00	\$15.45
	6 months or 750 hours whichever is later	\$15.50	\$15.97
	1 year or 1500 hours whichever is later	\$16.00	\$16.48
	2 years or 3000 hours whichever is later	\$16.50	\$17.00
	3 years or 4500 hours whichever is later	\$17.50	\$18.03
NATURE OF DUTIES:	<p>In addition to all of the duties of a Assistant Librarian I, perform general duties related to operation of the Library including, but not limited to, the following:</p> <p>Do cataloguing; assist with Library orientation and instruction on how to access and use library resources; in coordination with the Library Director, or delegate, prepare promotional materials; and assist patrons and perform other duties as directed.</p>		

JOB CLASSIFICATION:		COMMUNITY PROGRAMMER	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	DATE	DATE
		[SEE NOTE (4) BELOW]	[SEE NOTE (5) BELOW]
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$17.50	\$18.03
	6 months or 750 hours whichever is later	\$18.00	\$18.54
	1 year or 1500 hours whichever is later	\$18.50	\$19.06
	2 years or 3000 hours whichever is later	\$19.00	\$19.57
	3 years or 4500 hours whichever is later	\$20.00	\$20.60
NATURE OF DUTIES:	Under direction of Library Director or delegate, organize, promote and implement library programs		

NOTES TO APPENDIX "A"

(1) NATURE OF DUTIES:

The "nature of duties" as set out in this Appendix "A" are in each case intended to be an illustrative and not an exhaustive list of work functions. The "nature of duties" as set out herein are intended to reflect fluid pools of work functions. Accordingly, the "nature of duties" in each case can be changed as a reserved right of management. They do **NOT** constitute job descriptions.

(2) "HOURS ACTUALLY WORKED" DEFINED

For the purposes of this Appendix "A", "hours actually worked" shall be defined to mean and include all worked hours paid for at straight-time or overtime hourly rates for work **actually** performed, including paid rest periods, but excluding meal periods, and any other "deemed worked" time, whether paid or unpaid under the Collective Agreement, within the applicable job classification.

(3) **LIBRARY TO BE KEPT NEAT, TIDY AND IN GOOD ORDER**

All Employees in the bargaining unit shall be obliged to help maintain the Library in a state of being neat, tidy and in good order.

(4) **EFFECTIVE DATE OF APPENDIX "A"**

The provisions of this Appendix "A" shall come into force and effect on the date of ratification or January 1, 2009 whichever is sooner.

(5) **WAGE INCREASES**

Effective at the start of the first full bi-monthly pay period on or after January 1, 2010, increase all "wage per hour" rates under Appendix "A" by three percent (3%).

(6) **INITIAL INCREMENT PLACEMENT**

Current employees shall be placed in the following classifications and increments steps:

- (a) Marilyn Razzo shall be classified as "Assistant Librarian II" and shall be placed at the third year increment step such that her wage rate shall be \$17.50.
- (b) Heather Gordon shall be classified as "Assistant Librarian II" and shall be placed at the third year increment step such that her wage rate shall be \$17.50.
- (c) Jeanette Sedgwick shall be classified as "Assistant Librarian II" and shall be placed at the one year increment step such that her wage rate shall be \$16.00.
- (d) Tina Hayes shall be classified as "Assistant Librarian II" and shall be placed at the one year increment step such that her wage rate shall be \$16.00.
- (e) Melissa Lafortune shall be classified as "Assistant Librarian I" and shall be placed at the third year increment step such that her wage rate shall be \$14.50.
- (f) Sandra Summerfield shall be classified as "Community Programmer" and shall be placed at the third year increment step such that her wage rate shall be \$20.00.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

FERNIE PUBLIC LIBRARY ASSOCIATION

(hereinafter termed the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093**

(hereinafter termed the "Union")

RE: TEAM LEADERSHIP

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) "Team Leader" Concept To Be Addressed At Labour Management Committee Level

The Parties agree to convene at the Labour Management Committee level per Article 10 within ninety (90) consecutive calendar days after the effective date of their first Collective Agreement to discuss and attempt to resolve implementation within the bargaining unit of a "team leader" concept that shall not give rise to creation of any new job classification but may involve additional duties that are subject to certain premium pay.

(2) Changing The Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(3) Incorporating Letter Of Understanding Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Fernie, B.C. this 20 day of Jan, 2008

Emma Dressler

Emma Dressler
Library Director
FOR THE EMPLOYER

Wayne Malone

Wayne Malone
National Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN

FERNIE PUBLIC LIBRARY ASSOCIATION

(hereinafter termed the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093**

(hereinafter termed the "Union")

RE: VOLUNTEERS

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) Use Of Volunteers

The Union specifically agrees that the Employer shall retain the right to use volunteers as per historical and current practice. However, such persons must not receive any pay from the Employer. It is understood and agreed the use of volunteers will not result in the layoff of Regular Employees.

(2) Forum For Addressing Concerns Pertaining To Volunteers

The Parties agree that concerns pertaining to Volunteers shall be addressed under the auspices of the joint Labour-Management Committee and Article 10 of the Collective Agreement.

(3) This Letter Of Understanding Takes Precedence

In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Understanding, the provisions of this Letter Of Understanding shall take precedence and prevail.

(4) Changing The Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(5) **Incorporating Letter Of Understanding Into Collective Agreement**

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Fernie, B.C. this 20 day of Jan, 2008



Emma Dressler
Library Director
FOR THE EMPLOYER



Wayne Malone
National Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN

FERNIE PUBLIC LIBRARY ASSOCIATION

(hereinafter termed the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093**

(hereinafter termed the "Union")

**RE: PROTECTION OF VACATION ENTITLEMENT
-- HEATHER GORDON AND MARILYN RAZZO --**

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) Defining Vacation Entitlement For Heather Gordon And Marilyn Razzo

The Employer and the Union agree that effective January 1, 2009, Heather Gordon's annual vacation entitlement will be twenty-three (23) days and Marilyn Razzo's annual vacation entitlement will be twenty-seven (27) days, notwithstanding any provision of Article 20 [Annual Vacations] of the Collective Agreement to the contrary. The Parties further agree that each such day of vacation entitlement shall conform to the provisions of Clause 20.02(d) [Weeks Of Vacation Defined] of said Collective Agreement.

(2) Protecting Vacation Entitlement For Heather Gordon And Marilyn Razzo

The Parties agree that the vacation entitlement for both Heather Gordon and Marilyn Razzo as described in Paragraph (1) above shall be maintained and neither increased nor reduced during the life of the Collective Agreement, notwithstanding any provision of said Collective Agreement to the contrary.

(3) This Letter Of Understanding Takes Precedence

In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Understanding, the provisions of this Letter Of Understanding shall take precedence and prevail.

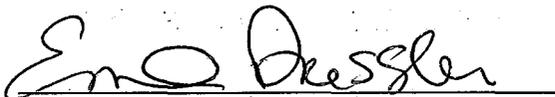
(5) **Changing The Letter Of Understanding**

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(6) **Incorporating Letter Of Understanding Into Collective Agreement**

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Fernie, B.C. this 20 day of Jan, 2008



Emma Dressler
Library Director
FOR THE EMPLOYER



Wayne Malone
National Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN

FERNIE PUBLIC LIBRARY ASSOCIATION

(hereinafter termed the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2093**

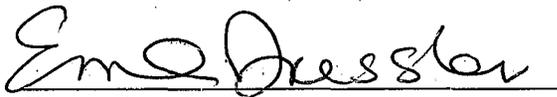
(hereinafter termed the "Union")

RE: REDUCTION IN HOURS

Whereas the Parties agree that for the purposes of this Agreement a reduction in hours does not constitute a layoff, it is agreed that a reduction in hours under the following circumstances will generate the following rights:

In the event an Employee's hours are reduced by an amount equal to 25% or an amount greater than 25% of the Employee's average hours in a quarterly period, such Employee shall have the right to bump a less senior employee within his/her classification who is scheduled for a greater number of hours. In the exercise of this option, it is understood that the Employee who opts to bump the junior Employee must take the junior Employee's entire rotation as opposed to selecting particular shifts or hours.

Signed at Fernie, B.C. this 20 day of Jan, 2009



Emma Dressler
Library Director
FOR THE EMPLOYER



Wayne Malone
National Representative
FOR THE UNION

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