

2022 – 2024

COLLECTIVE AGREEMENT

between the

NORTH VANCOUVER CITY LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT entered into the first (1st) day of January, 2022

2022 – 2024

BETWEEN:

THE NORTH VANCOUVER CITY LIBRARY BOARD
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Employer and the employees, to recognize the mutual value of joint discussions and negotiation in all matters pertaining to promoting the well-being, morale, and security of those employees included in the bargaining unit; and for the purpose of implementing the spirit and intent of the foregoing and without surrendering the right of the Employer to determine policy, it is agreed that where a change of policy affects employees' security to a major extent the Union will be advised of such contemplated change and an opportunity afforded to the Union representatives to consult with the Employer's representatives in the practical application of such contemplated change;

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

AND WHEREAS, the Employer approves and recognizes the Union as sole Bargaining Agency on behalf of its employees;

AND WHEREAS, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

AND WHEREAS, the coverage of this Agreement shall apply to all those employed by the Employer who occupy the position classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties or in accordance with the *Labour Relations Code*:

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1: DURATION OF AGREEMENT

1.1 Term of Agreement

This Agreement shall be for a term of three (3) years with effect from 2022 January 01 to 2024 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the *Labour Relations Code* this Agreement shall continue in full force and effect, and except with respect to changes to rates of pay made pursuant to Article 5.11 of this Agreement, neither party shall make any change nor alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
- (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new collective agreement;

whichever is the earliest.

The operation of sub-sections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded from, and shall not be applicable to this Agreement.

1.2 Written Notice

- (a) Written correspondence or notice in accordance with Article 1.1 of this Article shall be deemed to have been validly given to the Employer if it is mailed and addressed as follows:

North Vancouver City Library Board
120 West 14th Street
North Vancouver, B.C. V7M 1N9

- (b) Such notice shall be deemed to have been validly given to the Union if it is mailed and addressed as follows:

Canadian Union of Public Employees
Local 389
#255 – 1000 Roosevelt Crescent
North Vancouver, B.C. V7P 1M3

ARTICLE 2: UNION SECURITY

2.1 Union Membership

All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

2.2 Dues Deduction

The Employer agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Treasurer of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

2.3 Remittance of Deduction

The Employer agrees to remit the deductions, made under Article 2.2 to the Union each month together with a list of those employees from whom such deductions were made. Such deduction and list shall be forwarded to the Union, not later than the tenth (10th) day of the month following the month for which such deductions were made.

ARTICLE 3: EMPLOYMENT DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee is any other employee.

ARTICLE 4: HOURS OF WORK

4.1 Regular Hours

The regular hours of work shall not exceed seven (7) consecutive hours per day, exclusive of one-half (½) hour meal break, or thirty-five (35) hours per week within a five (5) day work week.

4.2 Days of Rest

Regular Full-Time Employees and Regular Part-Time Employees who work twenty (20) or more hours each week in a single position shall have two (2) consecutive days of rest each work week, one (1) of which shall be Sunday.

All Regular Full-Time Employees and Regular Part-Time Employees who work twenty (20) or more hours each week in a single position and who were hired after 2003 January 01 shall have two (2) consecutive days of rest each work week except when changing work weeks, one (1) of which shall be Sunday.

Nothing in this Article shall prevent protected employees from working rotating shifts by mutual agreement between the employee and the Employer.

The Employer and the Union agree that Regular Part-Time Employees who work twenty (20) hours or more per week may choose to accept auxiliary pool hours which result in them not having two (2) consecutive days off in each work week.

4.3 Hours Free Between Work Periods

- (i) Except where a provision in this Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout, and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week.
- (ii) Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work-free period shall be subject to the appropriate overtime provisions.

4.4 Eating Period

The eating period provided under Article 4.1 above shall be scheduled so as to prevent any employee from working more than five (5) consecutive hours without an eating period.

4.5 Rest Periods

A fifteen (15) minute rest period shall be allowed during the first half of each working shift and a further fifteen (15) minute rest period during the second half. The Chief Librarian or designate will designate the time an employee's rest period may be taken.

4.6 Split Shift

Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

4.7 Work Schedules

Work schedules shall be posted two (2) weeks in advance of the effective date and such schedules will remain in effect for a period of one (1) month subject to sub-paragraphs (1) and (2) following:

- (1) Changes to posted schedules may be made when necessary due to circumstances beyond the control of the Chief Librarian.
- (2) Employees desiring a change of work schedule or work location will be given favourable consideration by the Chief Librarian or designate provided the request is for good and sufficient reason and any job vacancy so created can be filled without cost or inconvenience to the Employer.

4.8 Sunday Opening

Notwithstanding Article 4.2, in the event that the Employer elects to provide Library Services on Sundays, the following conditions shall apply:

1. The Employer shall schedule employees to work Sunday subject only to the following conditions:
 - (a) The Employer will not require Regular Full-Time and Regular Part-Time Employees hired prior to 1992 April 09 to work on Sundays.
 - (b) Regular Full-Time Employees and Regular Part-Time Employees shall not be required to work more than one (1) Sunday in a four (4) week period. Nothing in this Article shall prevent the Employer from scheduling such an employee to work more than one (1) Sunday in a four (4) week period if the employee so desires. The above one (1) Sunday in a four (4) week period restriction is not applicable to employees hired after 2004 June 27 or to an Auxiliary Employee who obtains a regular full-time or regular part-time position.
 - (c) Regular Full-Time Employees and Regular Part-Time Employees who work twenty (20) or more hours each week in a single position shall have two (2) consecutive days of rest each work week except when they are required to change their work week, provided that an employee shall not work more than five (5) consecutive days without a day of rest.
2. The regular hours of work for employees working on Sunday shall be up to seven (7) hours between 10:00 a.m. and 9:00 p.m. Regular Full-Time Employees shall work a minimum of four (4) hours and forty (40) minutes.

Shift premium shall not be paid for time worked on a Sunday.

3. Regular Full-Time Employees shall be paid at time and one-half (1.5X) their regular rate of pay for all regularly scheduled hours worked on a Sunday. All other employees shall be paid at their regular rate of pay. Time worked on a Sunday pursuant to this Article shall not be considered as overtime.
4. The straight time equivalent of the hours worked by a Regular Full-Time Employee on Sunday shall be counted towards the employee's regular weekly hours and the balance of the regular weekly hours shall be worked on four (4) other days during the week they worked on the Sunday. For example, an employee who worked four (4) hours and forty (40) minutes at time and one-half (1.5X) on Sunday, shall work twenty-eight (28) hours $[35 - (4\frac{2}{3} \times 1\frac{1}{2})]$ on four (4) other days.
5. In the event the Employer elects to discontinue providing Library Services on Sundays, it shall provide the Union with a minimum of four (4) weeks' written notice.

ARTICLE 5: CLASSIFICATION AND PAY

5.1 Probation Period

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall serve a probationary period of six (6) months, and
- (b) In the event an employee is promoted to a higher rated position, that person shall be considered to be on probation for a period of not more than three (3) months. If at the end of the probationary period the employee is not considered satisfactory in the higher rated position, that person shall be returned to their previous position without loss of seniority.
- (c) Where a probationary employee is absent for ten (10) or more working days during the probationary period described in paragraph (a) above, the probationary period shall be extended by the total number of days absent.

5.2 Pay for Acting in a Senior Capacity

On every occasion an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, for a period of four (4) hours or more, the employee shall be paid for the entire period during which the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range for the senior position. Where an employee, after reverting to the position which the employee normally holds, is again required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position, the employee must carry out the duties of the senior position for a minimum of four (4) hours before receiving the pay for the senior position calculated in the manner hereinbefore provided in this Article.

It is agreed and understood that all such assignments shall be made by the Chief Librarian or designate and will be communicated in writing to the employee so affected.

5.3 Shift Premium

Regular Full-Time Employees shall be paid a shift premium of eighty-five cents (\$0.85) for all regular hours worked between the hours of 6:00 p.m. to 6:00 a.m.

5.4 Wages and Salaries

(a) Wages and salaries for all employees shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement. Upon promotion, an employee shall be paid at the minimum rate in the salary range for the higher classification or at the salary range rate that is immediately above their previous salary range rate, whichever is the higher.

(b) Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rclcl} \text{hourly} & & \text{bi-weekly} & & \text{bi-weekly rate (taken} \\ \text{rate} & \times & \text{hours} & = & \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} & = & \text{monthly rate (taken to} \\ & & \text{the nearest dollar)} \end{array}$$

5.5 Increments

The steps in the salary range in Schedule "A" are to be awarded as set out below, provided they have been earned by the employee and are recommended by the Chief Librarian. In the event that the Chief Librarian does not consider that an employee merits an increase to the next step in their range, the Chief Librarian shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in the salary range.

Pay Grades 10 to 14: Six (6) months eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) months eligibility.

Pay Grade 15: Six (6) months eligibility to move from step 1 to step 2; thereafter twelve (12) month eligibility.

Pay Grade 16 and above: Twelve (12) month eligibility.

5.6 Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for the scheduled shift on the call of the Employer, shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.

Subject to the provisions of subsection (c), the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions to a maximum of four (4) occasions per employee per year. This provision shall not be applicable to Saturdays, Sundays, or public holidays and attendance by Auxiliary Employees shall be voluntary.

- (c) In any case where an employee (i) reports for the regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

5.7 Callout

- (a) Callout is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 5.8.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be paid double time (2X) without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double time (2X) (the minimum includes one (1) hour for travelling time).
- (c) If additional calls are made upon a Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time (2X) (the minimum includes two (2) hours for travelling time).
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- (e) When an employee is contacted by a supervisory authority or designate for assistance while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double (2X) the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of Callout should a return to the worksite (paragraphs (a), (b), and (c) above) result from the issue being discussed.

5.8 Overtime

- (a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time Employees as:
 - (1) time worked, immediately following the employee's regular shift;
 - (2) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
 - (3) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift except as provided in Article 7.7.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Article 5.8(a) at the following overtime rates:
 - (1) time and one-half (1.5X) the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
 - (2) double (2X) the rate of pay for all overtime worked in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift.
 - (3) double (2X) the rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of 5.8(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time (2X) for overtime worked pursuant to this paragraph (b)(3).
- (c) The provisions of Article 5.8 shall apply to overtime work authorized by the Chief Librarian or designate.
- (d) Banking Overtime

An employee shall elect at the time of working overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours (which shall be converted to a dollar amount for accounting purposes) which the employee would have been paid for the overtime worked, and, subject to an

employee's request to be granted compensating time off being approved by the Chief Librarian or designate, such employee shall be granted any portion of the credited compensating time off at the pay rate or rates in effect at the time the overtime in question was worked.

All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

- (e) For the purpose of computing regular hours for overtime purposes, overtime hours shall not be considered as regular hours worked.

5.9 Meal Periods

(a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Article 5.8(a)(1) or (2) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half ($\frac{1}{2}$) hour which the Employer may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half ($3\frac{1}{2}$) continuous hours of overtime work, the employee shall be given another paid meal period of one-half ($\frac{1}{2}$) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ($3\frac{1}{2}$) hour work period.

(b) During Overtime, Call-Outs, and Pre-Scheduled Overtime

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half ($3\frac{1}{2}$) continuous hours of callout work or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift shall be given a paid meal period of one-half ($\frac{1}{2}$) hour which the Employer may permit the employee to begin at any time within the three and one-half ($3\frac{1}{2}$) hour work period; provided however, that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half ($3\frac{1}{2}$) hour work period. Upon the completion of each succeeding three and one-half ($3\frac{1}{2}$) continuous hours of callout work or overtime work, the employee shall be given another paid meal period of one-half ($\frac{1}{2}$) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ($3\frac{1}{2}$) hour work period.

- (c) For each meal period given to an employee under Article 5.9(a), or Article 5.9(b) the employee shall be paid one-half ($\frac{1}{2}$) hour's pay at double (2X) the employee's regular rate of pay.

- (d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Article 5.9(a) or Article 5.9(b) it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

5.10 Effective Dates of Individual Pay Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, revaluations, and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first (1st) day of which is nearest the calendar date of the pay adjustment.

N.B. This item is not intended to interfere with current provisions regarding pay for acting in a higher capacity.

5.11 Job Evaluation

Section 1: Class Specifications

The Employer shall prepare and maintain class specifications describing the duties, responsibilities, and requirements of all positions covered by this Agreement and shall provide the Union with copies of same.

Section 2: Changes in Classification

Where, during the term of this Agreement the Union or incumbent employee believe that

- (a) a position has been allocated to an inappropriate class; or
- (b) an existing position has been inappropriately reclassified; or
- (c) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to step (c) of the Grievance Procedure.

Section 3: Changes in Valuation

Where, during the term of this Agreement

- (a) the Union believes that a class is incorrectly valued; or
- (b) the Employer revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a class by referring the matter to the next round of collective bargaining between the parties. By mutual

agreement the Union and the Employer may refer a valuation dispute to a third (3rd) party for final and binding resolution.

In the event that a position or class of positions is reclassified or revalued, the following shall apply:

- (i) In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent's previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.
- (ii) In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that they occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (iii) In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached.

Section 4: Effective Dates

Any change in rate of pay for an employee as a result of either reclassification or revaluation pursuant to Sections 2 and 3 above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or revaluation was initiated in the case of an existing position, or to any other date mutually agreed to by the parties.

ARTICLE 6: EMPLOYMENT

6.1 Posting Vacancies

- (a) All staff vacancies known to be of sixty (60) days or longer shall be posted for six (6) working days and all eligible employees shall be permitted to apply. If the Chief Librarian or designate deems it necessary to fill the vacancy for the six (6) day posting period, this may be accomplished by employing a part-time or Auxiliary employee without further posting notice.
- (b) It is unnecessary to post vacancies of less than sixty (60) days.
- (c) No posting is required for Page vacancies which may be filled as required by the Chief Librarian or designate.
- (d) Where vacancies exist or new positions are created, notice shall be posted on the staff notice board, and a copy giving full particulars shall be emailed to the Secretary of the Union. Notices shall contain the following information: nature of position, qualifications,

required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Employer may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

6.2 Seniority

- (a) In making promotions, demotions, or transfers, the required knowledge, ability, and skills for the position shall be the primary consideration and where in the opinion of the Chief Librarian, two (2) or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Employer shall be the determining factor.
- (b) In calculating the length of service of any employee, it is agreed and understood that where an employee is absent due to Maternity Leave, Parental Leave, Workers' Compensation, Sick Leave, or paid Leave of Absence officially granted, such periods of absence shall be calculated as a part of the employee's service for the determination of eligibility for perquisites and in determining the length of service of the employee.
- (c) Upon request, the Employer shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.

6.3 Layoffs

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their occupation group. For the purpose of interpreting and applying this Article there shall be two (2) recognized occupation groups, that of librarians, and that of library support staff.
- (b) For the purpose of determining and exercising seniority rights pursuant to this agreement the following shall apply:

All present employees, except those defined as Auxiliary Employees pursuant to Article 3, shall be assigned to one (1) of the two (2) Regular Seniority Pools, according to their occupation group as defined in 6.3 (a) above, and their accumulated seniority shall be recognized as their length of service from the initial date of their employment with the Employer.

- (c) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Employer, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

(d) New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee, who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two (2) weeks of the Employer's initial contact attempt. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

- (e) In the event of layoffs, employees subsequently re-employed within one (1) year shall be credited with previous service for determining length of service for perquisites.

ARTICLE 7: BENEFITS

Benefits for eligible Auxiliary, Regular Part-Time, and Temporary Full-Time Employees shall be in accordance with Article 11(f) and (g).

7.1 Eligibility

- (a) All Regular Full-Time Employees shall be required to participate in the following fringe benefits:

Municipal Pension Plan – in accordance with the Municipal Pension Plan Rules;

Medical Services Plan of British Columbia – effective the first (1st) of the month following commencement of employment provided the employee is qualified to participate in the Plan;

Extended Health Benefits Plan – effective the first (1st) of the month following commencement of employment provided the employee is qualified to participate in the Plan;

Dental Plan – effective the first (1st) of the month following commencement of employment provided the employee is qualified to participate in the Plan;

Group Life – effective first (1st) of the month following commencement of employment provided the employee is qualified to participate in the Plan.

- (b) The compulsory feature of the Medical Services, Extended Health Benefits, and Dental Plans does not apply to those employees who have coverage under the aforementioned plans if they advise the Chief Librarian in writing at the time of their employment of their plan number and carrier name.

7.2 Vacations

- (a) Librarians shall receive twenty-two (22) working days' annual vacation and shall in case of employment commencement and termination, be granted a prorated settlement as follows:

- (1) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of twenty-two (22) working days for each month worked by December 31st.
- (2) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their twenty-two (22) working days' vacation entitlement for that year for each month worked to the date of termination.
- (3) "Calendar year" shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (4) In all cases of termination of service for any reason adjustment will be made for any overpayment of vacation.

- (b) Library Support Staff

- (1) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (2) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.
- (3) Twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
- (4) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
- (5) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
- (6) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month worked to the date of termination, or

at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater.

7.3 Annual Vacation Deferment

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (a) shall take at least fifteen (15) working days of such annual vacation during the year in which such vacation is earned, and
- (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 7.3 shall be twenty (20) working days.

7.4 Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

7.5 Vacation Pay Rates and Adjustments

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid their annual vacation pay at their respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employee's annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
- (c) In all cases of terminations of service for any reasons other than retirement on the Municipal Pension Plan, attaining maximum retirement age, or death in service, adjustment will be made for any overpayment of vacation.
- (d) Any regular employee:
 - (i) who has reached minimum retirement age as defined in the Municipal Pension Plan and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Plan; or

- (ii) whose age and years of service with the Employer total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this section.

7.6 Supplementary Vacation Entitlement

Each Regular Full-Time Employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Section 7.2.

- (a) Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), forty-sixth (46th), fifty-first (51st), or fifty-sixth (56th) calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Article 7.6 on the first (1st) day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "B" for the purposes of clarification).

7.7 Public Holidays

Effective 2023 November 23, all employees hired on a full time continuous basis shall be entitled to a holiday with pay upon the commencement of their employment on the following public holidays:

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

and any other day proclaimed by the Federal, Provincial, or Municipal Government.

PROVIDED THAT:

- (a) Whenever one of the above-mentioned public holidays falls on an employee's regular day of rest and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public

holiday be observed on a day other than a regular rest day then the day so proclaimed shall be read in substitution for such public holiday:

SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a regular rest day and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than a regular rest day, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Employer shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (1) one (1) day's pay at the employee's regular rate of pay; OR
 - (2) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's regular rest days or one of the public holidays hereinbefore defined in this section 7.7.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (a)(1) or (2) herein.
 - (c) Simultaneously with the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Employer will provide the Union with a copy of the said notice.
 - (d) If a public holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said public holiday.
 - (e) Except as otherwise provided in Article 7.7 hereof with respect to public holidays falling on regular rest days, if an employee whose duties normally require the employee to work on public holidays is required to work on any public holiday named in Article 7.7 which falls on any regular work day, then the employee shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to two (2) times the number of hours worked on that public holiday. If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions in this Article 7.7(e), then in lieu of such holiday the employee shall be paid the regular holiday pay plus double (2X) the regular rates of pay for the hours worked on such day off. Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Article 7.7(e) shall not be treated as overtime except as provided in Article 5.8(b) and (c). For the purposes of this Article 7.7(e) a public holiday does not include a holiday designated by the Employer pursuant to Article 7.7 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

- (f) Whenever a public holiday defined in Article 7.7 falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Article 7.7(e), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Articles 7.7(a) or 7.7(e) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Article 7.7 falls on a Saturday or Sunday, those employees referred to in Article 7.7(e) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Article 7.7(f) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Article 7.7(e) for working on a public holiday defined in Article 7.7 which falls on or is observed on any day from Monday to Friday.

- (g) An employee (except an employee governed by Article 7.7(e)) who is required to work on a public holiday defined in Article 7.7 which falls on or is observed on any day from Monday to Friday inclusive shall be paid the normal rate for the said holiday plus double (2X) the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

7.8 Sick Leave

- (a) Employees shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, retroactive to the first (1st) completed calendar month of employment. Any unused portions of sick leave shall accumulate to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing section, the Employer may, at its own discretion, grant further periods of sick leave in special circumstances.
- (c) Medical Certification may be required by the Employer as proof of sickness.
- (d) An employee whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC shall assign the employee's WorkSafeBC cheque to the Employer, and the Employer shall pay to the employee the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting the claim, the Employer will advance the full regular salary to the employee until the employee's sick leave, vacation, and overtime credits are exhausted. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (e) An employee leaving the employment of the Employer after ten (10) years of service and before retirement shall be entitled to receive a cash payment for fifty percent (50%) of any unused Sick Leave to the employee's credit to a maximum of fifteen (15) working days.

- (f) Employees, upon retirement shall be entitled to a cash settlement for any unused Sick Leave pay to their credit at the date of retirement, provided however, that such cash settlement does not exceed thirty (30) working days' pay.

- (g) Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent, and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits at the time of usage are entitled to use sick leave for family illness as outlined herein.

7.9 Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third (3rd) party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third (3rd) party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

7.10 Bereavement Leave

- (a) Any employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (1) in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, sibling, parent, parent-in-law, sibling-in-law, child-in-law, grandparent, grandchild, or guardian; or
 - (2) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for bereavement leave without loss of pay under paragraph (a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District, and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the Chief Librarian who will determine and approve the number of days required in each case.

- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Chief Librarian. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.

- (e) Effective 2023 November 23:

Upon application to, and upon receiving the permission of the Chief Librarian, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 7.10(a) herein.

7.11 Jury Duty and Witness

Any employee called for Jury Duty, or as a witness will be allowed time off during the period of such duty and the employee's regular pay will be continued. Any remuneration received for such duty will be remitted to the Employer, with the Chief Librarian being responsible to ensure such payment is made.

PROVIDED HOWEVER that the Employer will not make any allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

7.12 Maternity and Parental Leave

- (a) Length of Leave

Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay.

Non-Birth Parent and Adoptive Parent

An employee who is the non-birth parent or the adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a medical practitioner certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological, or emotional condition.

PROVIDED HOWEVER, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) An employee on maternity leave and/or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, their maternity leave will be deemed to have started on the date they gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave and/or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Supervisor of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first (1st) day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) For employees who were in receipt of MSP, Dental, EHB, and Life Insurance benefits prior to their maternity and/or parental leave, these benefits shall continue uninterrupted during the period of time the employee is on such leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.

(f) Supplementary Employment Insurance Benefits

- (1) Birth parents who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the Employment Insurance waiting period; and

- (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The SEIB Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

7.13 Negotiation and Union Representatives Leave

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work, or other working conditions, it is agreed and understood that either party may require the other party to meet in order to carry out such discussions.
- (b) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Library. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (c) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for the cost of the total fringe benefit package. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (d) Upon application to, and upon receiving the permission of the Chief Librarian in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than two (2) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (e) Upon application to, and upon receiving the permission of the Chief Librarian in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. divisional conventions

of the C.U.P.E., the convention of the B.C. Federation of Labour, and the convention of the Canadian Labour Congress.

- (f) Upon application to, and upon receiving the permission of the Chief Librarian in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (g) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the services of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (h) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver District Labour Council, the B.C. Federation of Labour, or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence, it being understood that seniority does not accrue during leave of absence without pay. Upon termination of such period of office, such an employee may return to the first (1st) vacant position for which the employee is qualified in the service of the Employer.
- (i) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current by the Union at all times.

7.14 Medical Services Plan of British Columbia

Effective 2023 November 23, the parties recognize that Medical Services Plan (MSP) premiums were eliminated as of January 1, 2020. Nevertheless, if Medical Services Plan (MSP) premiums that existed as of December 31, 2019 are reintroduced in the future, then the Employer shall pay one hundred percent (100%) of the premium.

7.15 Extended Health Benefits Plan

The provision of the benefits shall be subject to the requirements of the EHB Plan. The EHB Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum payable of one hundred dollars (\$100.00) per person, every twenty-four (24) month period;
- (b) a vision care option of four hundred and fifty dollars (\$450.00) per person, payable per twenty-four (24) month period;

- (c) hearing aids (maximum payable of seven hundred dollars (\$700.00) per person in a five (5) calendar year period);
- (d) orthopedic shoes and medically prescribed custom-made orthotic insoles (combined maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for dependent children in a calendar year), diabetic equipment and supplies, ostomy supplies, Psychology Services (including clinical psychologist, counsellors, or other mental health services) six hundred dollars (\$600.00) maximum payable per person per calendar year (effective 2023 December 01, eight hundred dollars (\$800.00) maximum payable per person per calendar year), and coverage for the Nicotine Patch benefit with a three hundred and fifty dollars (\$350.00) per person lifetime maximum;
- (e) massage practitioner and physiotherapist services to a combined maximum of eight hundred dollars (\$800.00) per calendar year; chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per calendar year; acupuncture treatments to a maximum of two hundred dollars (\$200.00) per calendar year, and podiatrist services to a maximum of three hundred and fifty dollars (\$350.00) per calendar year.

The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000.00) per person. The Plan has an annual deductible of one hundred dollars (\$100.00).

Effective 2023 November 23, the Employer shall pay one hundred percent (100%) of the premium for the Extended Health Plan.

7.16 Dental Plan

The parties agree to continue a dental plan which shall be compulsory for all newly-hired Regular Full-Time Employees effective the first (1st) of the month following commencement of employment on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns, and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000.00) for adults and dependent children as defined by the Plan.
- (d) Effective 2023 November 23, the Employer shall pay one hundred (100%) of the premium for the Dental Plan.

7.17 Group Life Insurance

Effective the first (1st) of the month following commencement of employment, Regular Full-Time Employees shall join the Group Life Insurance Plan which, subject to the provisions of the Plan, provides:

- (a) coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000.00);
- (b) coverage shall be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65).

The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums.

7.18 Optional Group Life Insurance

Subject to the provisions of this Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000.00) up to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

7.19 Benefit Administration

- (a) Subject only to paragraph (b), the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.
- (b) The Employer shall provide the Union with a minimum of sixty (60) days' notice of any change of carrier providing Group Life coverage. The Employer shall review annually with the Union the status of their Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

7.20 Service Severance Pay

It is agreed and understood that "Service Severance Pay" shall be paid to employees of the Employer on the following basis:

- (a) Employees leaving the service of the Employer, other than on retirement, and who have completed ten (10) years of service or more, shall be paid two (2) days' pay for each year of service.
- (b) Employees retiring from the service of the Employer shall be paid at the rate of four (4) days' pay for each year of service with the Employer.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:

- (1) "Retirement" shall be defined as an employee leaving the service of the Employer at any time following attainment of the minimum retirement age, as established under the Municipal Pension Plan, or upon receipt of a Disability Allowance in accordance with the provisions of the Municipal Pension Plan, or having twenty-five (25) years or more of pensionable service but leaving the service of the Employer prior to attainment of the minimum retirement age.
- (2) "Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

7.21 Education Leave of Absence

The Employer agrees to grant Leave of Absence with pay to any employee taking a course of study which requires the employee's absence from employment with the Employer, provided such course relates to the Employer duties of such employee and has been approved by the Chief Librarian.

7.22 Professional Improvement

Upon approval of the Chief Librarian enrollment in short courses where attendance by employees would result in improved library service will be paid for by the Employer.

7.23 Continuation of Pension Contribution

Where, due to a layoff, a full-time employee has had hours of work reduced and employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the employee shall be made, on the basis of the new hours worked, and are subject to the requirements of the Municipal Pension Plan.

7.24 Domestic or Sexual Violence Leave

Effective 2023 November 23, the Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety. With that recognition in mind, employees who are eligible for domestic or sexual violence leave under the *Employment Standards Act* of British Columbia as amended, will be entitled to up to an additional five (5) paid leave days from work each year to seek medical attention, counselling or other social or psychological services, to seek legal advice, to seek law enforcement assistance, or to seek alternative housing. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once.

ARTICLE 8: GRIEVANCE PROCEDURE AND ARBITRATION

8.1 Procedure

During the term of this Agreement, any difference concerning the discipline, suspension, or dismissal of an employee or the interpretation, application, operation, or any alleged violation of the Agreement, including any question as to whether any matter is arbitrable, shall without

stoppage of work, be the subject of collective bargaining between the Union and the Employer, and shall be finally and conclusively settled under and by the following procedure:

- (a) The Grievance shall be stated in writing, within ten (10) working days, it being understood that this period may be extended by mutual agreement, and shall state that the matter is a Grievance in accordance with this Article and shall be submitted to the Chief Librarian.
- (b) Should the Chief Librarian be unable to settle the matter within three (3) working days following receipt of the letter of grievance, step (c) shall be invoked.
- (c) The grievance shall be discussed between representatives of the Employer, the aggrieved employee, the Grievance Committee of the Union, and/or the Official Representative of the Union. Failing settlement in this step within seven (7) working days, step (d) shall be invoked. However, the said seven (7) days may be extended by mutual consent of both parties to this Agreement.
- (d) The parties shall use a single Arbitrator to hear the grievance unless either party requests a three (3) member Arbitration Board.

Either party shall notify the other, in writing, of the question(s) to be arbitrated (the "Written Notice").

Where the parties use a single Arbitrator, the parties shall, within ten (10) calendar days after receiving the Written Notice, discuss who shall be appointed as the Arbitrator. If the parties fail to mutually agree to the single Arbitrator within the ten (10) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the parties use a three (3) member Arbitration Board, the party who issues the Written Notice shall advise the other party of the name and address of its chosen representative on the Arbitration Board. After receiving such notice, the other party shall, within ten (10) calendar days appoint its representative on the Arbitration Board and give notice, in writing of such appointment to the other party. The representatives of the parties concerned shall meet within ten (10) calendar days of the appointment of the last representative and endeavour to select the third (3rd) member, who shall be Chairperson. If, within ten (10) calendar days of their first (1st) meeting, the two (2) representatives fail to select a third (3rd) member as Chairperson, either party to this Agreement may request the Director, Collective Agreement Arbitration Bureau to appoint a Chairperson.

Where a single Arbitrator is used, each party shall pay one-half ($\frac{1}{2}$) of the expenses and compensation of the Arbitrator. Where a three (3) person Arbitration Board is used, each party shall bear the expenses of its appointed representative and shall pay one-half ($\frac{1}{2}$) of the expenses and compensation of the Arbitrator.

- (e) At any meeting, held for the purpose of discussing a grievance under this Article 8, the grievor shall be accompanied by a union representative or representatives of the Union's choice.

8.2 Wrongful Dismissal

Where under Article 8 an Arbitration Board finds that an employee has been dismissed, suspended, or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wages lost by reason of dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this agreement.

ARTICLE 9: TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement. Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 8 of this Agreement, by-passing all other steps in the grievance procedure.

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 1. that the change be made in accordance with the terms of the Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 2. that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;

3. that the Employer reinstate any employee displaced by reason of the technological change;
4. that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and
- (b) alters significantly the basis upon which this Agreement was negotiated.

ARTICLE 10: GENERAL PROVISIONS

10.1 Crossing Picket Lines

- (a) It is hereby agreed between the parties to this Agreement that no employee will be required to enter any building, property, or business where a Picket Line is legally established under the Statutes of the Province of British Columbia, it being understood that adequate arrangements will be permitted in cases of emergency.
- (b) The parties agree that there will be no reprimands or disciplinary action taken against any of the employees by virtue of their participation or non-participation on picket lines.

10.2 In Event of City and District Amalgamation

In the event of a vote in favour of amalgamation in both the City and District of North Vancouver, there will be established, within thirty (30) days of the execution of the City and District uniting agreement, a joint committee of Management and Labour consisting of one (1) to be appointed by each of the two (2) Councils and two (2) to be appointed by the Union to consider and make recommendations with respect to matters dealing with the integration of employees whose positions are affected by the amalgamation.

10.3 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Employer dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, workloads, or reduction of employment will be communicated to the Union at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer concerning them, and further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

10.4 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Librarian.

10.5 Other Provisions

The Schedules attached hereto and marked with the letters "A", "B", and "C", shall form part of this Agreement.

10.6 Car Mileage

Employees will be remunerated for the use of their personal vehicles in accordance with the current City of North Vancouver policy.

10.7 Respectful Workplace

Effective 2023 November 23, the Employer and the Union agree that all forms of bullying, harassment, and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, and/or discrimination will be supported by Employer policies which all employees will be made aware of and provided education and training according with those policies.

ARTICLE 11: TEMPORARY, REGULAR PART-TIME, AND AUXILIARY EMPLOYEES

(a) Seniority

1. Separate pools will be established for seniority purposes, i.e., one or more Regular Seniority Pools and an Auxiliary Seniority Pool.
2. Access to the Regular Seniority Pool will be extended to:
 - (a) All Regular Full-Time Employees upon completion of the six (6) month probationary period.
 - (b) All Temporary Full-Time Employees upon completion of the six (6) month probationary period.
 - (c) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.
3. Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the first (1st) day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time, or Regular Part-Time.

4. Access to the Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs (a)(5-9) and (b) inclusive.
5. As soon as an Auxiliary Employee has worked one thousand two hundred (1,200) hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list, and will be deemed to possess seniority.
6. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
7. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which they work in accordance with the number of hours worked in a position within such class.
8. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one (1) year.
9. Auxiliary class seniority as defined in this Article shall be exercised bargaining unit wide.

(b) Layoff – Auxiliary Employees

1. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area, or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
2. Other than as might be provided for pursuant to the terms of paragraph (b)1 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
3. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
4. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
5. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of skills, knowledge, and ability, and in any case where there is no registered applicant possessing seniority in the new class in

question, and where skills, knowledge, and ability are sufficient so as to render the employee qualified, then

- (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
- (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge, and ability, and if their skills, knowledge, and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.

(c) Increments

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.

(d) Public Holidays

A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

(e) Hours of Work and Overtime

1. Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a full-time employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
2. For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
3. Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
 - (a) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
 - (b) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
 - (c) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight time pay until such time as the normal weekly hours for the classification so

occupied has been reached and thereafter overtime provisions would apply as per (i) and (ii) above. If the Employer requires an employee to work on the sixth (6th) and/or seventh (7th) day of work in a week the employee shall be paid overtime as per paragraph 3(b) above.

4. No shift differential premiums will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.

(f) Benefits and % in Lieu of Benefits for Regular Part-Time and Auxiliary Employees

1. Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which shall be in lieu of all employee benefits set forth in Article 7 of this Agreement, provided however that those Auxiliary Employees who have gained entry into the auxiliary seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
2. No other benefits will be provided to Auxiliary Employees unless expressly stated in this Article.
3. A Regular Part-Time Employee who occupies one or more positions with a total regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (a) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (b) Medical, Extended Health, Group Life, and Dental on the same basis as full-time employees; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;
 - (c) Sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees;
 - (d) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
4. Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph 3, the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph 3, the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph 5 commencing on the first (1st) of the month following the expiry of the benefit coverage.

5. All Regular Part-Time Employees not covered by paragraph 3 shall be paid an amount equal to twelve percent (12%) of their regular earnings which shall be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph 6 below.
6. Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
7. No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

(g) Temporary Full-Time Employees

All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees except the eligibility periods shall be after three (3) months of continuous employment for the Medical, Extended Health, and Group Life Plans and after six (6) months of continuous employment for the Dental Plan or coverage under the Municipal Pension Plan until the employee has been employed continuously for twelve (12) months.

IN WITNESS HEREOF THE parties have hereunto set their hands and seals.

SIGNED FOR:

THE NORTH VANCOUVER CITY LIBRARY BOARD

"Brendan Harvey"

Chairperson

"Deborah Hutchison Koep"

Secretary

"January 23, 2025"

Date

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 389

"Tony Volpe"

President

"Brian Warman"

Secretary-Treasurer

"January 15, 2025"

Date

SCHEDULE "A"

NORTH VANCOUVER CITY LIBRARY

WAGE AND SALARY SCHEDULE2022 January 01 to 2024 December 31

KEY: A = 2022 January 01 – December 31
 B = 2023 January 01 – December 31
 C = 2024 January 01 – December 31

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>					
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Library Services Assistant	10	A	22.34	23.21	24.09	25.12	26.11	
		B	23.35	24.25	25.17	26.25	27.28	
		C	24.28	25.22	26.18	27.30	28.37	
Acquisitions/ILL Clerk Customer Service Associate	14	A	26.11	27.13	28.25	29.42	30.59	
		B	27.28	28.35	29.52	30.74	31.97	
		C	28.37	29.48	30.70	31.97	33.25	
Administrative Services Assistant Community Access Worker Library Technician Senior Clerk – Acquisitions Supervisor – Operations & Customer Experience	16	A	28.25	29.42	30.59	31.87	33.20	
		B	29.52	30.74	31.97	33.30	34.69	
		C	30.70	31.97	33.25	34.63	36.08	
Acquisitions Supervisor	18	A	30.59	31.87	33.20	34.57	36.01	
		B	31.97	33.30	34.69	36.13	37.63	
		C	33.25	34.63	36.08	37.58	39.14	
Communications Assistant	20	A	33.20	34.57	36.01	37.48	39.06	
		B	34.69	36.13	37.63	39.17	40.82	
		C	36.08	37.58	39.14	40.74	42.45	
Web Content Specialist	21	A	34.57	36.01	37.48	39.06	40.69	
		B	36.13	37.63	39.17	40.82	42.52	
		C	37.58	39.14	40.74	42.45	44.22	
Librarian I	22	A	36.01	37.48	39.06	40.69	42.39	
		B	37.63	39.17	40.82	42.52	44.30	
		C	39.14	40.74	42.45	44.22	46.07	

KEY: A = 2022 January 01 – December 31
 B = 2023 January 01 – December 31
 C = 2024 January 01 – December 31

Class Title	Pay Grade	Effective Date	Steps*:				
			1	2	3	4	5
Librarian, Teens	23	A	37.48	39.06	40.69	42.39	44.25
		B	39.17	40.82	42.52	44.30	46.24
		C	40.74	42.45	44.22	46.07	48.09
Communications Coordinator	24	A	39.06	40.69	42.39	44.25	46.12
		B	40.82	42.52	44.30	46.24	48.20
		C	42.45	44.22	46.07	48.09	50.13
Librarian – Acquisitions & Collections Library Services Coordinator Systems Coordinator	25	A	40.69	42.39	44.25	46.12	48.04
		B	42.52	44.30	46.24	48.20	50.20
		C	44.22	46.07	48.09	50.13	52.21

* The time eligibility for increments is set out in Article 5.5.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

SCHEDULE "B"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

Example:

An employee hired in 1997 is in their (11th) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

*The working day entitlement is based upon a five-day (5) work week.

SCHEDULE "B" (cont'd)

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**TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2015 TO 2024 BY YEAR HIRED**

<u>Year Hired</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>2024</u>	--	--	--	--	--	--	--	--	--	--
<u>2023</u>	--	--	--	--	--	--	--	--	--	15/-
<u>2022</u>	--	--	--	--	--	--	--	--	15/-	15/-
<u>2021</u>	--	--	--	--	--	--	--	15/-	15/-	15/-
<u>2020</u>	--	--	--	--	--	--	15/-	15/-	15/-	15/-
<u>2019</u>	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
<u>2018</u>	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
<u>2017</u>	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
<u>2016</u>	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
<u>2015</u>	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
<u>2014</u>	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
<u>2013</u>	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
<u>2012</u>	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
<u>2011</u>	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
<u>2010</u>	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
<u>2009</u>	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
<u>2008</u>	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
<u>2007</u>	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
<u>2006</u>	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
<u>2005</u>	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
<u>2004</u>	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
<u>2003</u>	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
<u>2002</u>	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
<u>2001</u>	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
<u>2000</u>	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
<u>1999</u>	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
<u>1998</u>	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
<u>1997</u>	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
<u>1996</u>	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
<u>1995</u>	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
<u>1994</u>	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
<u>1993</u>	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
<u>1992</u>	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
<u>1991</u>	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
<u>1990</u>	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
<u>1989</u>	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
<u>1988</u>	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
<u>1987</u>	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
<u>1986</u>	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
<u>1985</u>	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
<u>1984</u>	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
<u>1983</u>	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-

This is Schedule "C" referred to in Article 10.5 of this Agreement.

SCHEDULE "C"

1981-1982 NEGOTIATIONS

The following item is from the Memorandum of Agreement dated April 30, 1981.

Employees with Disabilities

In keeping with the duty to accommodate, the Employer is willing to make every reasonable effort in cooperation with the Union to provide opportunities for employees with disabilities requiring workplace accommodations.

Amended during the drafting of the 2022-2024 Collective Agreement.

LETTER OF UNDERSTANDING

between the

North Vancouver City Library Board

(the "Employer")

and the

Canadian Union of Public Employees, Local 389

(the "Union")

Daily Guarantee – Staff Meetings and Training

The Employer and the Union agree to amend the Collective Agreement provisions regarding Daily Guarantee as follows:

Effective 2000 October 19, the four (4) hour Daily Guarantee shall be reduced to two (2) hours for Regular Part-Time and Auxiliary Employees who are requested and agree to attend staff meetings and training events.

Signed this 2nd day of October, 2000.

SIGNED ON BEHALF OF THE EMPLOYER:

"Jane Watkins"

"Richard M. Scott"

SIGNED OF BEHALF OF THE UNION:

"Cindy McQueen"

"Neil M. Bradbury"

LETTER OF UNDERSTANDING

between the

North Vancouver City Library Board
(the "Employer")

and the

Canadian Union of Public Employees, Local 389
(the "Union")

Trial Flexible Work Schedules

WHEREAS the Employer and the Union recognize that the North Vancouver City Library ("NVCL") plays an important role in providing services and support to members of the public;

WHEREAS both Parties share a mutual desire to ensure that the NVCL is in a position to effectively provide these services, both through operational efficiencies and while maintaining the health, safety and well-being of NVCL employees wherever possible;

WHEREAS both Parties share a mutual desire to consider changes to hours of work for regular full-time staff while ensuring operations continue with no impact to cost, efficiency or service levels;

THEREFORE, the Employer and the Union agree as follows (the "Agreement"):

1. The Parties agree that the Employer will explore the feasibility of a flexible work arrangement, through discussion with the Union, employee engagement, and operational planning.
2. Contingent on a final assessment by the Employer that a flexible work arrangement can occur with no negative impact to cost, employee health, safety and well-being, and service levels, a flexible work schedule will be introduced for all Regular Full-Time employees on a trial basis.
3. This Agreement will be in place for a trial period to begin no later than June 1, 2024 to December 31, 2024, with the possibility of an extension if agreed to by the parties.
4. This Agreement only applies to Regular Full-Time employees of NVCL.
5. The parties agree that while this Agreement is in place, Article 4: Hours of Work will be temporarily amended as follows:
 - a.) Sunday will be treated the same as other days of the week.
For avoidance of doubt, Article 4.2 Days of Rest (as it relates to Sundays); and Article 4.8 Sunday Opening, will not be in effect for the duration of this Agreement.
6. Earned days off will be scheduled by the Employer to ensure adequate coverage at all times. Employee requests regarding scheduling preferences will be given due consideration where operationally feasible.

7. The Parties agree that the implementation of flexible schedules may impact operational flexibility, and as a result the Employer may limit employees' ability to request certain days of the week for vacation or days off in lieu of stat holidays.
8. All earned time banks will continue to accrue based on the regular working hours for the position, in accordance with the Collective Agreement. The Parties recognize that implementation of flexible schedules will impact treatment of banked time such as sick or vacation leave, as well as statutory holiday pay.
9. The Employer will conduct a quarterly review to ensure that there is no additional cost or negative impact to service levels or to the well-being of staff. The Employer will communicate any concerns to the Union at Labour/Management Meetings.

This Agreement may be cancelled by either party upon providing thirty (30) days' written notice to the other. This agreement may be extended by mutual agreement.

Signed on this 14 day of November, 2023.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED OF BEHALF OF THE UNION:

"Deborah Koep"

"Yvette Mercier"