

2020 - 2021

COLLECTIVE AGREEMENT

between the

NORTH VANCOUVER DISTRICT PUBLIC LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT made and entered into

BETWEEN THE:

NORTH VANCOUVER DISTRICT PUBLIC 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

The Union has been certified by the Labour Relations Board as the bargaining agent for certain employees of the Employer;

It is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Employer and the employees and to recognize the mutual value of joint discussion in matters pertaining to those employees included in the bargaining unit;

This Agreement shall apply to all those employed by the Employer who occupy the classifications listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties or in accordance with the Labour Relations Code;

The parties agree each with the other as follows:

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of two (2) years from 2020 January 01 to and including 2021 December 31. 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 pursuant to 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 6.6 of this Agreement, neither party shall alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of the Labour Relations Code; or
- (b) The Employer can lawfully lock out in accordance with the provisions of the Labour Relations Code; or

- (c) The parties shall have concluded a renewal or revision of this Agreement or 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.

2. UNION SECURITY

2.1 Union Membership

All present employees who are now members of the Union, or subsequently become members of the Union, shall remain members of the Union. 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. All employees covered by the Union Certificate of Bargaining Authority who are not members of the Union shall pay a monthly fee to the Union equal to the Union's monthly dues.

2.2 Dues Deduction

The Employer agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Employer 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.

3. EMPLOYEE DEFINITIONS

- 3.1 A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35) or thirty-seven and one-half (37½) weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.
- 3.2 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).

3.3 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. A Regular Part-Time Employee may work additional hours but the additional hours shall not be considered as part of the regular schedule of weekly hours.

3.4 A Page is an employee who is in full-time or part-time attendance at senior secondary school or a post secondary educational institute and who is employed in the classification of Page.

3.5 An Auxiliary Employee is any other employee.

3.6 Shift Availability

In order to maintain an employment relationship, Pages and Auxiliary Employees are required to be available for work opportunities. A Page or Auxiliary Employee who does not work any shifts in a one hundred and twenty (120) calendar day period shall be deemed to have terminated employment and shall be so notified by the Employer unless the employee has made previous arrangements regarding their availability.

4. HOURS OF WORK

4.1 Regular Hours

(a) Except as provided in paragraph (b) the regular hours of work for full-time employees shall be seven (7) hours per day, exclusive of a one (1) hour meal break, and thirty-five (35) hours per week. Daily working hours may be varied between 8:00 a.m. and 9:30 p.m. except for IT/Systems staff whose hours may be varied between 7:00 a.m. and 9:00 p.m.

Full-time Librarians who are currently working a seven and one-half (7½) hour day/thirty-seven and one-half (37½) hour work week shall be "grandparented" as referenced in Schedule "B", and shall have such longer hours maintained should they be the successful candidate on any posted thirty-five (35) hour Librarian position. Nothing in this paragraph shall prevent a grandparented employee from voluntarily reducing their work week to a seven (7) hour day/thirty-five (35) hour work week or restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

(b) The regular hours of work for full-time Maintenance employees shall be seven and one-half (7½) hours per day, exclusive of a one (1) hour meal break, and thirty-seven and one-half (37½) hours per week. Daily working hours may be varied between 7:00 a.m. and 11:00 p.m.

(c) All full-time employees shall have two (2) consecutive days of rest each work week except when:

(i) changing work weeks; and

- (ii) the Employer and the employee mutually agree that the employee's two (2) days of rest will not be consecutive. In cases where the Employer and employee mutually agree that the change is intended to last longer than thirty (30) days, the following will apply:
 - a. notwithstanding the agreement that the two (2) days of rest will not be consecutive, at least once per month the employee will be scheduled for two (2) consecutive days of rest; and
 - b. an employee has the right to revoke their agreement to have non-consecutive days of rest, by providing the Employer with thirty (30) days' notice of their intention to resume having two (2) consecutive days of rest.
- (d) Employees working less than a full shift of seven (7) or seven and one-half (7½) hours shall be paid at straight time rates until they have worked the applicable seven (7) or seven and one-half (7½) hours per day.

4.2 Work Schedules

- (a) 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 four (4) weeks provided that changes to posted schedules may be made when necessary due to circumstances beyond the control of the Employer.
- (b) The Employer will provide the Union and the employees with at least sixty (60) calendar days notice when the schedule of Sundays that the Library is open to the public is going to change. The Employer shall not open the Library on a Sunday that falls between Christmas Day and New Year's Day and will schedule employees accordingly.

4.3 Rest Periods and Meal Breaks

- (a) Employees working a full shift of seven (7) or seven and one-half (7½) hours shall have a paid fifteen (15) minute rest period in both the first and second half of a shift at a time convenient to the workload.
- (b) Employees working a shift of four (4) or four and one-half (4½) hours shall have one (1) paid fifteen (15) minute rest period during their shift. Employees working a shift of five (5) hours or longer but less than a full shift shall have one (1) paid twenty (20) minute rest period during their shift.
- (c) Full-time employees shall have one (1) unpaid hour meal break. An employee working less than a full shift but more than five (5) hours shall have an unpaid meal break of at least thirty (30) minutes unless the Supervisor and employee agree that there will be no unpaid meal break on that shift.

4.4 Split Shift

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

5. OVERTIME AND CALLOUT

5.1 Overtime

(a) All overtime must be authorized by the Director of Library Services or designate.

(b) Regular Full-Time and Temporary Full-Time Employees

- (1) Regular Full-Time Employees and Temporary Full-Time Employees who work overtime on a scheduled work day shall be compensated at the rate of time and one-half (1½X) the employee's regular hourly rate of pay for the first two (2) hours of overtime worked and at double time (2X) for all overtime worked in excess of the first two (2) hours of overtime.
- (2) Regular Full-Time Employees and Temporary Full-Time Employees who work overtime on a rest day shall be compensated at double time (2X) for all overtime worked.

(c) All Other Employees

Employees working less than normal daily hours for the classification they are assigned to shall be compensated at straight time rates for all hours worked up to the normal daily hours and then shall be compensated for overtime worked as follows:

- (1) Time and one-half (1½X) the employee's regular hourly rate for the first two (2) hours worked in excess of the normal daily hours in a day;
- (2) Double time (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (3) When an employee has not worked the normal weekly hours for the classification they are assigned to 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 has been reached and thereafter the employee shall be paid at overtime rates as per paragraphs (c)(1) and (2) above. If the Employer requires an employee to work on the sixth (6th) and/or seventh (7th) day of work in a week all hours worked on such days shall be paid at overtime rates as per paragraph (c)(1) and (2) above.

(d) Compensating Time Off

- (1) Subject to paragraph (2), an employee shall elect at the time of working overtime and callout 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 Director of Library Services 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.
- (2) The maximum amount of overtime and callout that an employee can elect to be paid for in any one (1) calendar year is the hourly equivalent of one (1) work week for the classification they are employed in; that is thirty-five (35) or thirty-seven and one-half (37½) hours. Thereafter the employee shall only receive compensating time off as per paragraph (1) and the Director of Library Services or designate may schedule such time off to avoid the March 31st cash payout.

5.2 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 shall be compensated as overtime pursuant to Article 5.1.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be compensated at double time (2X) for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum of three (3) hours' compensation at double time (2X) (the minimum includes one (1) hour for traveling 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 compensated at double time (2X) for the time actually worked plus an additional one (1) hour's allowance for traveling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum compensation shall be four (4) hours at double time (2X) (the minimum includes two (2) hours for traveling time).

- (d) When an employee receives a telephone call or other communication and is able to resolve the problem without having to report to a worksite, the employee shall be compensated at double time (2X) for the time actually worked rounded to the nearest quarter ($\frac{1}{4}$) hour with a minimum payment of one-quarter ($\frac{1}{4}$) hour.

6. CLASSIFICATION AND PAY

6.1 Schedule of Hourly Rates

The hourly rates of pay set out in the attached Schedule "A" shall apply during the term of this Agreement.

6.2 Increments

- (a) The steps in the salary ranges in Schedule "A" are to be awarded as set out below, provided they have been earned by the employee and are recommended by the employee's non-bargaining unit Supervisor. In the event that the Supervisor does not consider that an employee merits an increase to the next step in their range, the Director of Library Services or designate 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 performance. The employee's performance shall be reviewed over the next six (6) months to ascertain whether the employee's performance has improved sufficiently to warrant an increase in the salary range.
- | | | |
|-----|--------------------------|---|
| (1) | Pay Grades 14 and below: | six (6) months eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) months eligibility. |
| (2) | Pay Grade 15: | six (6) months eligibility to move from step 1 to step 2; thereafter twelve (12) months eligibility. |
| (3) | Pay Grades 16 and above: | twelve (12) months eligibility. |
- (b) The above time periods are for Regular Full-Time Employees only, all other employees must complete the equivalent number of work hours in order to be eligible for an increment, e.g. six (6) months is equal to nine hundred ten (910) hours (thirty-five (35) hour week) or nine hundred seventy-five (975) hours (thirty-seven and one-half (37½) hour week).
- (c) Pages are eligible to move from step 1 to step 2 after nine hundred ten (910) hours on the same conditions as provided in paragraph (a).

6.3 Minimum Daily Pay

- (a) An employee who reports for work as scheduled by the Employer shall be paid for the entire period spent at work with a minimum in any one (1) day of two (2) hours pay at the employee's regular hourly rate.
- (b) An employee who reports for work and commences work as scheduled by the Employer shall be paid for the entire period spent at work with a minimum in any one (1) day of four (4) hours' pay at the employee's regular hourly rate.
- (c) The minimum provided in paragraph (b) is not applicable to employees classified as Pages or to employees who are students when the scheduled shift falls on a school day. The minimum daily pay on school days for Pages and students is two (2) hours.
- (d) The minimum daily pay in paragraph (b) shall be reduced from four (4) hours to two (2) hours for Pages (on non-school days) and Regular Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions to a maximum of six (6) 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.
- (e) The minimums in the above paragraphs shall not apply in any case where an employee reports for the regular shift but refuses to commence work, or commences work but refuses to continue working, or is unfit to perform his/her duties.

6.4 Pay for Acting in a Senior Capacity

- (a) When an employee is temporarily required to accept the responsibilities and carry out the primary duties of a position covered by this Agreement which is paid at a higher pay grade to the position which the employee normally holds, for a period of three (3) or more consecutive working days, the employee shall be paid for the entire period during which the responsibilities and duties of the senior position are carried out at the minimum rate for the senior position that represents an increase over the employee's regular hourly rate.
- (b) This provision is not applicable to the classification of Senior Circulation Assistant where the value of the classification takes into account the requirement to act in the absence of a superior. Where a Circulation Supervisor is absent for more than sixty (60) consecutive calendar days, the Senior Circulation Assistant shall be paid acting pay as per paragraph (a) for the entire period.
- (c) All acting in senior capacity assignments must be authorized in writing by the Director of Library Services or designate.

6.5 Mileage

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

6.6 Job Evaluation

(a) 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.

(b) Changes in Classification

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

- (1) a position has been allocated to an inappropriate class; or
- (2) an existing position has been inappropriately reclassified; or
- (3) 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 2 of the Grievance Procedure.

(c) Changes in Valuation

Where, during the term of this Agreement

- (1) the Union believes that a class is incorrectly valued; or
- (2) 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 party for final and binding resolution.

(d) Effective Dates

Any change in rate of pay for an employee as a result of either reclassification or revaluation pursuant to paragraphs (b) and (c) 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.

(e) Reclassification or Revaluation

- (1) 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.
- (2) 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 he or she occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (3) 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.

7. POSTING AND FILLING VACANCIES

7.1 Posting Vacancies

- (a) Before permanently filling any vacant regular full-time or regular part-time positions of twenty (20) or more weekly hours, the Employer shall post the notice for seven (7) calendar days on the Employer's intranet (or equivalent) and send the notice to the Union. Notwithstanding the forgoing, 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.
- (b) Temporary full-time positions that are expected to exceed nine (9) months shall be posted in accordance with paragraph (a). A temporary full-time position that was not posted that continues beyond nine (9) months shall be posted in the usual manner except where it is clear that the assignment will end within an additional three (3) month period (i.e. not more than twelve (12) months in total).
- (c) Notwithstanding (a) above, employees who are serving a Probationary Period under Article 7.4, or a Trial Period under Article 7.5, shall not be eligible to apply for posted positions, except where the posted position is for a higher paying classification than the employee currently holds, or where the posted position is in the same classification that the employee currently holds but has a weekly schedule of core hours that is greater than the weekly schedule of core hours for the position the employee currently holds.

- (d) Notices shall contain the following information: a description of the position, examples of the work, the qualifications, knowledge, education, skills and experience required, hours of work, salary range, and anticipated length of any temporary assignment, if posted.

7.2 Filling Vacancies

- (a) In filling posted vacancies, the required skill, knowledge and ability of the applicants shall be the primary consideration, and where in the opinion of the Employer such qualifications are relatively equal, seniority shall be the determining factor.
- (b) Temporary Full-Time and Auxiliary Employees who have completed at least nine hundred ten (910) hours of work in one (1) classification shall, for the purposes of Article 7.2(a) only, be deemed to have seniority equal to their total number of straight-time hours worked.
- (c) The Union office shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled.
- (d) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be their total length of service with the Employer.
- (e) Where an employee is promoted to a position in a classification with a higher salary range, the 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.

7.3 Transfers

- (a) Prior to filling a vacancy under Article 7.1, the Employer may transfer an employee in the same classification into the vacant position and the position left vacant by the employee will be filled in accordance with Article 7.1.
- (b) Where it is desirable to switch or rotate employees within the same classification within a branch, the Director of Library Services or designate shall discuss the proposed transfer with the employees involved and shall have the ability to transfer the employees without the positions being posted.

- (c) Where it is desirable to switch or rotate employees within the same classification to another branch, the Director of Library Services or designate shall discuss the proposed transfer with the employees involved. Such transfers shall only be for bona fide business reasons.

7.4 Probation

- (a) All Regular Full-Time Employees shall serve a probationary period of six (6) months of service. Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.
- (b) All Regular Part-Time Employees shall serve a probationary period of the same number of hours that would be applicable to a Regular Full-Time Employee occupying the same classification. That is, either nine hundred ten (910) or nine hundred seventy-five (975) working hours.
- (c) At any time during the probation period, the probationary employee may be terminated if the employee is unsuitable for regular on-going employment.

7.5 Trial Period

In the event a Regular Full-Time Employee or a Regular Part-Time Employee who has satisfactorily completed their probation period is promoted or transferred to another position, that employee shall be on trial in the new position for a period of not more than three (3) months or its hourly equivalent if applicable. If at the end of the trial period the employee is not considered satisfactory in the new position, the person shall be returned to their previous position or to a vacant position of equal value for which the Employer deems the employee to be qualified.

8. BENEFITS

8.1 Benefit Administration

- (a) The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.
- (b) The Employer's liability for benefits provided by a third party is limited to the payment of the applicable premiums; the Employer is not the insurer.

8.2 Employee Participation

Subject to the rules of the applicable carrier, eligible employees shall be required to participate in the benefit plans provided in Article 8.3, (except paragraph (e) Optional Group Life Insurance) unless satisfactory proof is provided that the employee is already covered under the medical, extended health and/or dental plan of a spouse or parent.

8.3 Benefits for Regular Full-Time Employees

(a) Medical Services Plan of British Columbia

Regular Full-Time Employees who are eligible for coverage under the Medical Services Plan shall, effective the first (1st) day of the month following commencement of employment, be covered under the Medical Services Plan of British Columbia with the Employer paying seventy percent (70%) and the employees paying thirty percent (30%) of the premium.

(b) Extended Health Care Plan

- (1) Regular Full-Time Employees who are eligible for coverage under the Extended Health Care Plan shall, effective the first (1st) day of the month following commencement of employment, be covered under the Extended Health Care Plan.
- (2) The provision of the benefits shall be subject to the requirements of the Plan. The 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 to a maximum payable of seven hundred dollars (\$700.00) per adult/one thousand one hundred dollars (\$1,100) per child in a sixty (60) month period;
 - (d) orthopedic shoes (maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year), diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (six hundred dollars (\$600.00) per person);
 - (e) massage practitioner and physiotherapist services to a combined maximum of seven hundred dollars (\$700.00) per calendar year; chiropractor and naturopath services to a combined maximum of three hundred dollars (\$300.00) 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;
 - (f) the Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00) and a lifetime maximum of one million dollars (\$1,000,000) per person.

- (3) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

(c) Dental Care Plan

- (1) Regular Full-Time Employees who are eligible for coverage under the Dental Care Plan shall, effective the first (1st) day of the month following commencement of employment, be covered under the Dental Care Plan.
- (2) The Plan provides the following coverage subject to the provisions of the carrier's Plan:
 - (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) for adults and dependent children as defined by the Plan.
- (3) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

(d) Group Life Insurance Plan

- (1) Regular Full-Time Employees who are eligible for coverage under the Group Life Insurance Plan shall, effective the first (1st) day of the month following commencement of employment, be covered under the Group Life Insurance Plan.
- (2) The Plan provides the following coverage subject to the provisions of the carrier's plan:
 - (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).
 - (b) Coverage shall be provided without the payment of premiums in the case of an employee becoming totally and permanently disabled.
 - (c) Coverage is provided until the earlier of an employee's termination or an employee's sixty-ninth (69th) birthday.
- (3) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

(e) Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

8.4 Benefits for Temporary Full-Time Employees

Temporary Full-Time Employees who are eligible for coverage under the rules of the Medical Services Plan, Extended Health Care Plan, Dental Care Plan, and Group Life Plan shall be eligible for coverage under the Medical Services, Extended Health, Group Life Insurance and Dental Care Plans on the same basis as Regular Full-Time Employees except the eligibility periods shall be as follows:

- (a) The first (1st) day of the month following commencement of employment for coverage under the Group Life Insurance and Optional Group Life Insurance Plans.
- (b) The first (1st) day of the month following the completion of six (6) months of continuous service for coverage under the Medical Services, Extended Health Care, and Dental Care Plans.

8.5 Sick Leave

Regular Full-Time and Temporary Full-Time Employees shall, upon completion of three (3) months of continuous employment, be granted sick leave with pay as follows:

- (a) Employees shall receive one point six seven (1.67) days' sick leave credit for each month of service retroactive to the first complete calendar month of employment. No sick leave with pay shall be granted during the first three (3) months of employment.
- (b) Unused sick leave credits shall accumulate to a maximum of one hundred and twenty (120) working days.
- (c) Medical certificates may be required by the Employer either as proof of illness or to assess an employee's ability to return to work.

8.6 Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third 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.

8.7 Family Illness

- (a) 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 four (4) accumulated sick leave days per calendar year for this purpose.
- (b) An employee must have more than twelve (12) days' sick leave credits at the time of usage to use sick leave for family illness.

8.8 WorkSafeBC

- (a) A Regular Full-Time Employee who has completed three (3) months of continuous service and 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 the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of delay prior to WorkSafeBC accepting a claim, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, vacation and overtime credits. Where an employee's pay is maintained pending a decision by WorkSafeBC, any payments made by the Employer to the employee shall be treated as an advance and if WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (b) Where the first day or part day is not paid by WorkSafeBC, the Employer shall pay for the first day or part day provided however that such employee has the required sick leave to his/her credit.

8.9 Municipal Pension Plan

- (a) Eligible employees shall participate in the Municipal Pension Plan (the "Plan") in accordance with the Rules made under the authority of the Public Sector Pension Plans Act.
- (b) Regular Full-Time Employees shall be enrolled in the Plan after completing their probation period, subject to the rules of the Plan. Temporary Full-Time Employees shall be enrolled in the Plan upon completing twelve (12) months of continuous full-time employment, subject to the rules of the Plan. All other employees shall be given the option to enroll in the Plan in accordance with the Municipal Pension Plan Rules and must complete a waiver form if they elect not to participate in the Plan. If an employee who elected not to participate in the Plan changes his/her mind at a later date, there is no retroactivity.
- (c) An employee who is enrolled in the Plan shall continue to participate in the Plan regardless of a reduction in their hours of work or a change to their employment status. 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 Rules.

- (d) All employees enrolled in the Plan may purchase prior service with the Employer under the Purchase of Service Rules of the Municipal Pension Plan provided the employee contributes one hundred percent (100%) of the total cost.
- (e) Any employee who has reached the decision to retire must advise the Employer of the intention and anticipated date of retirement at least six (6) months prior to the retirement date. Information and required forms will then be requested and provided by the Pension Corporation.

8.10 Service Severance and Retirement Pay

(a) Service Severance

- (1) Regular Full-Time 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 continuous full-time service.
- (2) Regular Full-Time Employees who are retiring from the service of the Employer and who have completed ten (10) years of service or more, shall be paid four (4) days' pay for each year of continuous full-time service.
- (3) "Retirement" and "retiring" are defined as an employee leaving the service of the library:
 - (a) at any time following the attainment of his/her minimum retirement age as established under the Municipal Pension Plan Rules and being in receipt of a pension from the Municipal Pension Plan;
 - (b) upon receipt of a disability allowance in accordance with the provisions of the Municipal Pension Plan Rules;
 - (c) having twenty-five (25) years or more of pensionable service with the Employer.
- (4) "Day's Pay" is defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

(b) Retirement Pay

All Regular Full-time Employees with ten (10) years of continuous full-time service and who retire on or after age sixty (60) shall receive thirty (30) working day's pay, at his/her rate of pay in effect on the date of retirement.

8.11 Benefits and Percent in Lieu of Benefits for Regular Part-Time Employees

- (a) Commencing with their first day of employment, all Regular Part-Time Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including vacation and public holiday pay. 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 (c) below.
- (b) Those Regular Part-Time Employees who have worked the equivalent of six (6) months and who work a regular schedule of core hours each week equal to or greater than twenty (20) hours, shall be given a choice between receiving employee benefits or being paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of all employee benefits, including vacation and public holiday pay. Eligible Regular Part-Time Employees who elect benefit coverage shall be entitled to receive the following benefits:
 - (1) Medical, Extended Health, Dental and Group Life with the eligibility periods being calendar months. The Employer shall pay their contractual portion of the premiums for Extended Health, Dental and Group Life and the employee shall pay the balance of such premiums plus one hundred per cent (100%) of the premium for Medical.
 - (2) Sick Leave on a pro-rated basis (including a proration of the maximum sick leave accumulation) calculated on the same basis as Regular Part-Time Employee's weekly schedule of core hours bears to full-time hours for that class of position. Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be in calendar months.
 - (3) Family Illness when the employee becomes eligible for Sick Leave.
 - (4) A payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay.
- (c) Regular Part-Time Employees who have worked the equivalent of six (6) months shall also be entitled on a prorated basis to the same Bereavement Leave and Jury Duty/Court Witness Leave and on a full basis to the same Maternity Leave and Parental Leave (but not the SEIB coverage unless the employee is on benefits as per paragraph (b)) 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.
- (d) Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (b), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid the percentage in lieu of benefits as outlined in paragraph (a), commencing on the first (1st) of the month following the expiration of the benefit coverage.

- (e) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for benefits choice provided in paragraph (b), the employee's current service shall count towards the six (6) month eligibility period.
- (f) An eligible Regular Part-Time Employee who elected not to receive the benefit coverage provided in paragraph (b) shall have one (1) additional opportunity at a future time of their choosing to elect benefit coverage.
- (g) A Public Holiday will be treated as a regular working day for all Regular Part-Time Employees. Thus, an employee who works on a Public Holiday will be paid at straight-time rates for the regular daily hours and compensated at normal overtime rates for any hours worked in excess of regular 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.
- (h) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

8.12 Percent in Lieu of Benefits for Auxiliary Employees and Pages

- (a) Commencing with their first day of employment, all Auxiliary Employees and Pages shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including vacation and public holiday pay. Those Auxiliary Employees and Pages who have worked one thousand two hundred (1200) hours in two (2) consecutive calendar years shall have such pay in lieu of all benefits increased to sixteen percent (16%) of their regular earnings.
- (b) A Public Holiday will be treated as a regular working day for all Auxiliary Employees and Pages. Thus, an employee who works on a Public Holiday will be paid at straight-time rates for the regular daily hours and compensated at normal overtime rates for any hours worked in excess of regular 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.
- (c) No other benefits shall be provided to Auxiliary Employees and Pages unless expressly stated in this Article.

9. VACATION AND PUBLIC HOLIDAYS

9.1 Annual Vacation

(a) Regular Full-Time Librarians

- (1) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$ th) of twenty-two (22) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.

- (2) During the second (2nd) and all subsequent calendar years of service - twenty-two (22) working days.

(b) All Other Regular Full-Time Employees

- (1) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$ th) 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.

- (c) "Calendar year" shall mean the twelve (12) month period from January 1st to December 31st inclusive.

- (d) Employees who leave employment, except as provided in paragraph (e), shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$ th) of their vacation entitlement for that year for each month or portion of month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

- (e) Employees who retire in accordance with the Municipal Pension Plan shall receive their full vacation entitlement for the year in which they retire.

- (f) In all cases of termination of service for any reason adjustment will be made for any overpayment of vacation.

(g) All Other Employees

Temporary Full-Time Employees shall be paid six percent (6%) of their regular earnings in lieu of paid annual vacation. Regular Part-Time, Page and Auxiliary Employees shall be compensated for annual vacation in accordance with Articles 8.11 and 8.12.

9.2 Annual Vacation Deferment

- (a) All employees who are entitled to paid annual vacation shall take at least two-thirds ($\frac{2}{3}$) of such annual vacation during the year in which such vacation is earned subject to paragraph (b).

- (b) The deferment of any unused portion of two-thirds ($\frac{2}{3}$) of the annual vacation entitlement is subject to the approval of the Director of Library Services who will take into consideration good and sufficient cause for the unused vacation, and the future operational requirements of the department in which the employee works.
- (c) Up to one-third ($\frac{1}{3}$) of the current year's vacation entitlement may be carried forward without the approval of the Director of Library Services.
- (d) The maximum deferred vacation which an employee may accumulate at any one time under Article 9.2 shall not exceed twenty (20) working days.

9.3 Supplementary Vacation

Each Regular Full-Time Employee shall be entitled to the following paid supplementary vacation in addition to the annual vacation to which the employee is entitled under Article 9.1.

- (a) Each employee shall be entitled to five (5) working days of supplementary vacation upon commencing the eleventh (11th) calendar year of service and every fifth (5th) year thereafter. An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.
- (b) It is understood that each employee shall become entitled to supplementary vacation under this Article 9.3 on the first (1st) day of January in the year in which the employee qualifies for such supplementary vacation notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.
- (c) The supplementary vacation days may be taken in any of the years beginning in the one in which they were credited to the employee but must be taken before the next five (5) days are credited. Any unused supplementary vacation days at the end of the five (5) year period will be forfeited.

9.4 Public Holidays

- (a) All full-time employees shall be entitled to a holiday with pay on the following Public Holidays:

New Year's Day	British Columbia Day
Family Day*	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed by both the District of North Vancouver Council and the Library Board to be a civic holiday.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

- (b) If a Public Holiday falls on a regular working day while a full-time employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said Public Holiday.
- (c) If a Public Holiday falls on the regular day off of a full-time employee, the employee shall receive another day off which shall be taken at some time during that or the subsequent month, subject to the approval of the employee's supervisor.
- (d) A full-time employee who is required to work on a Public Holiday shall be given compensating time off equal to double (2X) the employee's regular hourly rate for all time worked on the Public Holiday and shall be given a day off in lieu of the said Public Holiday which shall be taken at some time during that or the subsequent month, subject to the approval of the employee's supervisor. Time worked on a Public Holiday shall not be considered as overtime; overtime shall become applicable if the employee works beyond the normal daily hours.
- (e) In order to be eligible for pay for a Public Holiday, an employee must either work or be in receipt of pay on the scheduled working day before or after the Public Holiday.

10. LEAVES OF ABSENCE

10.1 Bereavement Leave

- (a) A full-time employee who has completed six (6) months of service 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, brother, sister, parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-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) shall be submitted to the Director of Library Services or designate 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) may be granted such leave when on annual vacation if approved by the Director of Library Services. 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) Upon application to, and upon receiving the permission of the Director of Library Services or designate, a full-time employee who has completed six (6) months of service may be granted leave of up to one-half (½) 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 paragraph (a) above.

10.2 Jury Duty and Witness Leave

- (a) A Regular Full-Time Employee, or a Temporary Full-Time Employee who has completed six (6) months of service, called for Jury Duty, or subpoenaed as a Witness will be allowed time off work during the period of such duty and the employee's regular pay will be continued provided any remuneration received for such duty is remitted to the Employer. The employee must provide the Employer with a copy of the Jury Summons or subpoena.
- (b) Any costs related to the Jury or Witness appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer allowances they receive from the Court for such costs.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (d) In cases where an employee is a witness for the Union in any labour relations matter, such leave shall be without pay.

10.3 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

- (a) 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.
- (b) In the event the birth mother 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.

(2) Non-Birth Mother Parent

An employee who is a parent but is not the birth mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

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

(b) 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.

(4) 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) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

(4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

(5) 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.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she 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 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 Director of Library Services of their intention to return to work pursuant to paragraph (b)(4) 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 day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) Medical, Extended Health, Dental and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental 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. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are Regular Full-Time Employees or who are Regular Part-Time Employees with benefit coverage, and 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, parents who are not the birth mother who, due to the death or total disability of the birth mother, 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 regular weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks; 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 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 is 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.

10.4 Leave for Union Representatives

- (a) 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.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage and shall render an account to the Union for such amount plus an additional amount to reflect the cost of benefits (including sick leave, pensions, paid time off, etc.) paid by the Employer while such representatives are on leave of absence. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

- (c) Upon application to, and upon receiving the permission of the Director of Library Services 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 purpose of collective bargaining with the Employer. Not more than one (1) such official representative shall be granted leave of absence without loss of pay for the purpose of settling a grievance. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Director of Library Services 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.
- (e) Upon application to, and upon receiving the permission of the Director of Library Services 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.
- (f) 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. If a vacancy exists at a higher level than the employee's previous position the employee may apply and compete for the position in the normal manner of filling vacancies.
- (g) 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 and 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 vacant position for which the employee is qualified in the service of the Employer. If a vacancy exists at a higher level than the employee's previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

- (h) 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.

11. GRIEVANCE PROCEDURE AND ARBITRATION

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 dealt with in the following manner:

(a) Meeting with Supervisor

- (1) An employee with a complaint shall raise it with their immediate non-bargaining unit Supervisor. This will be done by the employee or Union Representative notifying the Supervisor within fourteen (14) calendar days of the incident giving rise to the complaint.
- (2) A meeting shall be held within ten (10) calendar days of the date on which the Supervisor is advised of the complaint. The purpose of this meeting is to review the circumstances giving rise to the incident, and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. At the option of the employee, a Union Representative may be present at the meeting.
- (3) If the employee is not satisfied with the Supervisor's response or if the Supervisor does not respond within seven (7) calendar days of the meeting, the Union Representative may choose to advance the complaint to Step 1 of the formal grievance procedure.

(b) Step 1

- (1) A Union Representative may file a grievance by notifying the applicable Manager in writing or by e-mail, followed up in writing, within fourteen (14) calendar days of the date the response from the Supervisor was given or due. The grievance must specify the nature of the issue, the provision of the Collective Agreement that has allegedly been violated, and the remedy sought.
- (2) A grievance meeting will be held with the Manager or designate within ten (10) calendar days of the Union Representative filing the grievance. If the Manager or designate is unable to meet within ten (10) calendar days, the Union has seven (7) calendar days from the date the meeting should have been held to refer the matter to Step 2.
- (3) The Manager or designate will respond in writing within fourteen (14) calendar days of the meeting.

- (4) If the grievance is not resolved at Step 1, or the Manager or designate does not respond within fourteen (14) calendar days of the meeting, the Union may refer the grievance to Step 2.

(c) Step 2

- (1) A Union Representative may advance the grievance to Step 2 by notifying the Director of Library Services within fourteen (14) calendar days of the date the Step 1 response was received or was due.
- (2) Upon receiving the notice that the grievance has been referred to Step 2, the Director of Library Services or designate and the Union shall meet within fourteen (14) calendar days of the Union Representative advancing the grievance to Step 2.
- (3) The Director of Library Services or designate will respond in writing within fourteen (14) calendar days of the meeting.
- (4) If the grievance is not resolved at Step 2, the Union may advance the grievance to arbitration by advising the Director of Library Services in writing within fourteen (14) calendar days of the date of the Step 2 response.

(d) Arbitration

- (1) The parties shall use a single Arbitrator, unless either party indicates they want a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.
- (2) The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (3) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.
- (4) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the fees and expenses of the Arbitrator or Chairperson and the fees and expenses of their representative.

(e) Discipline or Dismissal

Where a Union Representative files a grievance related to the discipline or dismissal of an employee, the grievance shall be filed at either Step 1 or Step 2 at the option of the Union Representative, within fourteen (14) calendar days of the date the employee was disciplined or dismissed.

(f) Policy Grievances

Where a dispute arises between the parties concerning the general interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Director of Library Services or, alternatively, by the Director of Library Services to the Union at Step 2 within fourteen (14) calendar days of the incident giving rise to the dispute.

(g) Employer-Initiated Grievances

Employer-initiated grievances shall have the same time limits and procedures as Union-initiated grievances.

(h) The parties may mutually agree to vary the procedure or to alter the timelines.

12. LABOUR-MANAGEMENT COMMITTEE

(a) On the request of either party, the parties shall meet for the purposes of discussing issues relating to the workplace that affect the parties or any employees covered by the Collective Agreement.

(b) The committee shall consist of up to three (3) representatives of the Union and up to three (3) representatives of the Employer.

(c) The Committee shall not discuss any matter related to a specific grievance. The Committee does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions.

13. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

An Occupational Health and Safety Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Director of Library Services.

14. SENIORITY

- (a) Regular Full-Time Employees and Regular Part-Time Employees shall acquire seniority upon completion of their probation period calculated retroactive to their most recent date of employment.
 - (1) Regular Full-Time Employees shall be given a seniority date and such date shall not be adjusted for periods of layoff of less than twelve (12) months or for approved unpaid leave of absence periods of less than three (3) months.
 - (2) For Regular Part-Time Employees, seniority shall be calculated based on straight-time hours worked or paid since their most recent date of hire.
- (b) Temporary Full-Time Employees, Auxiliary Employees and Pages shall not acquire seniority, however a record shall be kept of all straight-time hours worked or paid and should such an employee become a Regular Full-Time Employee or Regular Part-Time Employee without a break in service, such hours shall be included in calculating the employee's seniority upon completion of their probation period.
- (c) Time absent on Maternity and/or Parental Leave (including adoption) shall be treated as follows upon the employee's active return to work:
 - (1) A Regular Full-Time Employee shall not have their seniority date adjusted for an absence due to Maternity and/or Parental Leave.
 - (2) A Regular Part-Time Employee shall receive credit for the hours they would have worked if not for the Leave.
 - (3) A Temporary Full-Time Employee shall receive credit for the hours they would have worked during the Leave provided that such credit shall not extend beyond the end of their temporary assignment.
 - (4) An Auxiliary Employee and a Page shall receive credit during the period of Leave based on the average monthly hours worked over the twelve (12) months preceding the Leave.
- (d) An employee who resigns and is subsequently re-employed shall be considered a new employee.
- (e) The Employer shall provide the Union with a seniority list upon request once in each calendar year.

15. LAYOFF AND RECALL

For the purposes of interpreting and applying this Article there shall be two (2) recognized occupation groups: (1) professional librarians and (2) all other employees.

(a) Layoff

The Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off, provided that an employee may bump an employee with less seniority in the same occupational group as follows:

- (1) in all cases of bumping, the employee must be qualified to fill the position;
- (2) where the incumbent of the designated position is not the least senior employee in their pay grade, the employee may bump the least senior employee in their pay grade;
- (3) where the incumbent of the designated position is the least senior employee at their pay grade, the employee may bump the least senior employee in a lower pay grade;
- (4) an employee who has been bumped may bump the least senior employee at the same pay grade or in a lower pay grade.
- (5) It is understood that in bumping you first look at the position occupied by the least senior employee and if the bumping employee is not qualified to fill that position, you then look at the position occupied by the next least senior employee, etc.

(b) 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 lay-off. 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. The Employer shall be required to give notice of layoff under this paragraph (b) only to those Regular Full-Time Employees and Regular Part-Time Employees who have completed probation and acquired seniority.

(c) New Employees

No new employees shall be hired following a lay-off until those who were laid off have been given a reasonable opportunity of recall to positions for which they are qualified as per paragraph (d). In the event a position becomes available that is at a higher pay grade than the pay grade applicable to the laid off employee's former position, the vacant position shall be posted and the laid off employee may apply and compete for the position in the normal manner of filling vacancies.

(d) Recall

- (1) The Employer shall make every reasonable attempt to contact laid off employees in order of seniority within their occupational group, 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 lay-off will be responsible for keeping the Employer notified of their current telephone number and address.
- (2) The offer of short term temporary and/or auxiliary assignments (i.e. up to the equivalent of six (6) weeks) to employees who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.
- (3) Employees who are recalled within one (1) year from the date they were laid off shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

16. CHANGES AFFECTING THE AGREEMENT

The Employer agrees that any reports or recommendations made to the Library Board dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment will be communicated to the Union at such interval before they are dealt with by the Library Board as to afford the Union reasonable opportunity to consider them and make representations to the Library Board 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.

17. MANAGEMENT RIGHTS

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination under the prohibited grounds of the B.C. Human Rights Code.

18. SEXUAL HARASSMENT

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

19. PICKET LINES

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 in evidence, when such 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.

20. WRITTEN NOTICE OR CORRESPONDENCE

- (a) Where the Collective Agreement requires either party to provide written notice or correspondence to the other party, the parties agree that it shall be by mail or by personal or courier delivery to the respective current address of the parties. As of the signing of this Collective Agreement the respective mailing addresses are as follows:

North Vancouver District Public Library
1277 Lynn Valley Road
North Vancouver, B.C. V7J 0A2

Canadian Union of Public Employees
Local 389
#255 – 1000 Roosevelt Crescent
North Vancouver, B.C. V7P 3R4

- (b) The parties agree that email addressed to the Director of Library Services or the Union President is an acceptable form of communication provided that when it relates to a provision of the Collective Agreement that requires written notice or correspondence, the email is followed up in a timely manner with written notice or correspondence in accordance with paragraph (a) above.

21. SCHEDULES

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

IN WITNESS WHEREOF

FOR:

THE DISTRICT OF NORTH VANCOUVER PUBLIC LIBRARY

"Kulvir Mann"

CHAIR

"Jacqueline van Dyk"

SECRETARY

"18 Oct 2023"

Date

FOR:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 389, NORTH VANCOUVER

"Tony Volpe"

PRESIDENT

"Amir Bagheri"

1ST VICE PRESIDENT

"March 5, 2024"

Date

SCHEDULE "A"NORTH VANCOUVER DISTRICT PUBLIC LIBRARYHOURLY RATES2020 January 01 to 2021 December 31

KEY: A = 2020 January 01 – December 31
 B = 2021 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 Assistant 1	10	A	21.26	22.09	22.93	23.91	24.85
		B	21.69	22.53	23.39	24.39	25.35
Library Assistant 2	12	A	22.93	23.91	24.85	25.82	26.89
		B	23.39	24.39	25.35	26.34	27.43
Administrative Assistant Maintenance Person 1 Senior Circulation Assistant	13	A	23.91	24.85	25.82	26.89	28.00
		B	24.39	25.35	26.34	27.43	28.56
Digital Services Assistant Library Assistant – Interlibrary Loans Library Assistant 2 – Talking Books	14	A	24.85	25.82	26.89	28.00	29.12
		B	25.35	26.34	27.43	28.56	29.70
Maintenance Person 2	15	A	25.82	26.89	28.00	29.12	30.33
		B	26.34	27.43	28.56	29.70	30.94
Collection Services Technician Communications Assistant Library Assistant 3 – Collections Services Library Services Advisor Library Technician	16	A	26.89	28.00	29.12	30.33	31.60
		B	27.43	28.56	29.70	30.94	32.23
Building Services and Delivery Supervisor Circulation Supervisor Student Librarian	17	A	28.00	29.12	30.33	31.60	32.90
		B	28.56	29.70	30.94	32.23	33.56
Systems Technician	19	A	30.33	31.60	32.90	34.27	35.68
		B	30.94	32.23	33.56	34.96	36.39

SCHEDULE "A" (cont'd)

KEY: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

Class Title	Pay Grade	Effective Date	Steps*				
			1	2	3	4	5
Digital Services Librarian	22	A	34.27	35.68	37.18	38.73	40.35
Librarian 1		B	34.96	36.39	37.92	39.50	41.16
Home Library Services Librarian	22.5	A	34.98	36.43	37.98	39.56	41.25
		B	35.68	37.16	38.74	40.35	42.08
Branch Coordinator	24	A	37.18	38.73	40.35	42.12	43.90
Collection Services and Evaluation Librarian		B	37.92	39.50	41.16	42.96	44.78
Outreach Coordinator, Children & Teens							
Systems Librarian							
Pages		A	15.81	16.48			
		B	16.13	16.81			

* Eligibility for increments shall be in accordance with Article 6.2

GRANDPARENTED HOURLY RATES2020 January 01 to 2021 December 31

KEY: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Class Title</u>	<u>NVDPL 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 Assistant 2	3	A	23.16	24.29	25.43	26.56	27.75
		B	23.62	24.78	25.94	27.09	28.31
Senior Circulation Assistant	4	A	24.54	25.77	26.99	28.19	29.44
		B	25.03	26.29	27.53	28.75	30.03
Maintenance Person 2	5	A	26.00	27.27	28.58	29.90	31.18
		B	26.52	27.82	29.15	30.50	31.80
Circulation Supervisor Collection Services Technician	6	A	27.54	28.91	30.32	31.66	33.06
		B	28.09	29.49	30.93	32.29	33.72

Incumbents of the above classifications as of (date of ratification) shall have their wage rates protected as follows:

- (a) The incumbents shall be placed on the same step of the above NVDPL Pay Grade that they occupied in the 2008 NVDPL Pay Grade and there shall be no change to their increment dates.
- (b) Incumbents shall be eligible for future increments in their protected classifications in accordance with Article 6.2 with the Library Assistant 2 classification covered by the time period in Article 6.2(a)(1) and all other protected classifications covered by the time periods in Article 6.2(a)(3).
- (c) The wage protection shall continue for as long as an incumbent occupies the classification that they occupied on (date of ratification).
- (d) An incumbent who moves to another classification shall be paid in accordance with the Pay Grade for that classification.

SCHEDULE "B"

This is Schedule "B" referred to in
Articles 4.1 and 21 of this Agreement

LIBRARIANS GRANDPARENTED WITH A SEVEN AND ONE-HALF HOUR DAY/THIRTY-SEVEN AND ONE-HALF
HOUR WORK WEEK

The following are those Librarians who have been grandparented with a seven and one-half (7½) hour day/thirty-seven and one-half (37½) hour work week. Nothing in this Schedule shall prevent a grandparented employee from voluntarily reducing their work week to thirty-five (35) hours or restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

L. McShane
R. Brown

SCHEDULE "C"

This is Schedule "C" referred to in
Articles 9.3 and 21 of this Agreement

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 2006 is in their eleventh (11th) calendar year during 2016. The employee in 2016 will be credited with five (5) supplementary working days which may be taken at any time between 2016 and 2020, both years included. In 2021 the employee will be credited with a further five (5) supplementary working days, etc.

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

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2016 TO 2025 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
2023	--	--	--	--	--	--	--	--	15/-	15/-
2022	--	--	--	--	--	--	--	15/-	15/-	15/-
2021	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2020	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2019	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2018	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2017	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2016	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2015	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2014	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2013	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2012	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2011	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20-	20/-	20/-
2010	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2009	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2008	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2007	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2006	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2005	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2004	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2003	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
2002	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
2001	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
2000	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1999	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1998	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1997	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1996	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/	30/-	30/-
1995	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1994	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1993	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1992	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1991	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1990	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1989	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1988	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1987	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1986	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1985	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5