

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER ISLAND REGIONAL LIBRARY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Local 702**

**Effective from January 1, 2016 to December 31, 2020**

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WHEREAS it is the desire of both parties to this agreement to promote and maintain harmonious relationships between the Board and the Union and recognize the mutual value of joint discussions and negotiations pertaining to the wellbeing and security of the employees;

AND WHEREAS the Vancouver Island Regional Library Board recognizes the B.C. Government and Service Employees' Union (BCGEU) as the sole and exclusive bargaining agency of the aforesaid employees, and hereby consents and agrees to negotiate with the Union through the bargaining committee, to establish the terms and conditions of this collective agreement. It is understood between the parties to this agreement that this agreement shall come into full force and effect upon the ratification by both the employees, members of the B.C. Government and Service Employees' Union, and the Vancouver Island Regional Library Board.

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

#### ARTICLE 1 - DEFINITIONS

- (a) "*Party*" shall mean either of the parties to this agreement.
- (b) "*Probationary employee*" is any employee filling a permanent position who is fulfilling a probationary period.
- (c) "*Permanent employee*" is any employee who, having completed a probationary period of six (6) calendar months, has been confirmed in a permanent position. The probation period shall then be included in the service credits of the employee for all purposes.
- (d) "*Part-time employee*" is any permanent employee who is employed for less than thirty-five (35) hours a week. Regular part-time employees are eligible for employee benefits on a prorated basis. The prorate is determined by comparing the average straight-time hours worked per week as a percentage of a full-time thirty-five (35) hour week.
- (e) "*Temporary employee*" is an employee who is employed for a specified period of time, not exceeding twelve (12) months, to fill a temporary vacancy or to work on a specific project. Temporary employees shall not be entitled to any of the benefits or perquisites of this agreement. Temporary employees shall be paid ten percent (10%) of their gross earnings on each paycheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (f) "*Casual employee*" is an employee who is paid at an hourly rate and employed in a casual "*on call*" manner to provide relief for vacations, illness, approved leave or during peak periods. Casual employees shall not be entitled to any of the benefits or perquisites of this agreement. Casual employees shall be paid ten percent (10%) of their gross earnings on each paycheque in lieu of all statutory requirements and all of the benefits and perquisites of this agreement (e.g. annual vacations, statutory holidays, sick leave and health and welfare benefits).
- (g) "*Temporary position*" has a defined start and end date and can be filled by a permanent, casual or temporary employee.
  - (1) If a permanent employee is successful in a temporary job posting the employee retains their permanent status and will be entitled to the benefits afforded the temporary position.
  - (2) If a permanent employee is successful in a temporary job posting the employee cannot apply to another temporary position falling within the time lines.

(3) A permanent employee in a temporary job position can apply to a permanent position. If successful, the employee will assume the permanent position upon the completion of the temporary position.

(h) "*Probationary period*" for all newly hired employees shall be six (6) continuous calendar months from their date of hire. The probationary period is intended to provide an opportunity for the Employer to assess each newly hired employee's suitability for continued employment.

## ARTICLE 2 - HUMAN RIGHTS/UNION RECOGNITION AND RIGHTS

### 2.1 Future Legislation

(a) In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties shall negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

(b) Where the parties cannot reach agreement, the matter shall be submitted to binding arbitration under Article 9.

(c) **The parties hereby agree to subscribe to the principles of the *Human Rights Code of British Columbia*.**

### 2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union (BCGEU, Local 702) as the exclusive bargaining agent for all professional librarians employed by the Vancouver Island Regional Library, excluding the Director, Assistant Directors, Personnel Officer, Budget Officer and Executive Secretary to the Board.

### 2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or his/her designated **staff representative**.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designated **staff representative**.

### 2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### 2.5 No Discrimination for Union Activities

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. The Union and the Employer further agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any non-member employee or Board appointee.

## 2.6 Recognition and Rights of Stewards

- (a) The Union may select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward or his/her alternate shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards which will qualify for paid leave shall be limited to:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

## 2.7 Right to Refuse to Cross Picket Line

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## 2.8 Time Off for Union Business

- (a) *Without Pay* — Leave of absence without pay and without loss of seniority may be granted:
  - (1) to an elected or appointed representative of the Union to attend convention of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (b) *With Pay* — Leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence with pay

pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the religious conscience clause of the relevant legislation).

### ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit the amount of the regular dues payable to the Union by a member of the Union.

(b) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the payroll period for which they are to be deducted.

(c) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(d) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

(g) An employee shall, as a condition of continued employment, complete an authorized form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

### ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer shall provide the employee with a pamphlet detailing the benefit package provided by the Health and Welfare Plans.

(b) **The steward will be given an opportunity to interview each employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment. Such meetings shall take place at the steward's workplace or by telephone.**



**ARTICLE 6 - EMPLOYER UNION RELATIONS****6.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

**6.2 Union Bargaining Committee**

A bargaining committee shall be appointed by the Union and shall consist of up to three (3) people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise the Employer of its appointees to this committee.

**6.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility, if available.

**6.4 Technical Information**

The Employer agrees to provide to the Union such information that is readily available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

**6.5 Joint Labour/Management Committee**

- (a) A joint labour management committee shall be established comprising up to three (3) representatives appointed by Union and up to three (3) representatives appointed by the Employer. Each party shall keep the other currently advised, in writing, of its committee members.
- (b) Committee meetings shall be held at mutually agreeable times and shall not interfere with the Employer's operations. Attendance at committee meetings held during an employee's scheduled working hours shall be considered as time worked and shall be paid at straight-time rates. Time spent by employees attending committee meetings during other times shall not be considered as time worked.
- (c) The Committee has a mandate to discuss any matter of mutual interest, except active grievances. The parties shall develop a mutually agreeable agenda for each committee meeting, at least seven (7) days prior to the meeting. Only matters on the agenda shall be discussed at a committee meeting, unless the parties mutually agree otherwise.
- (d) Minutes of the committee meetings shall be distributed by the Committee.

## 6.6 Union Membership Meetings

At the adjournment of the All Librarian meetings, the Employer shall provide time for a union membership meeting to occur, once per calendar year. Employees who attend such a meeting shall not suffer a loss of pay, seniority or benefits for up to one (1) hour.

## ARTICLE 7 - SENIORITY

### 7.1

Seniority will be the primary criterion for establishing priority for vacation periods and in the event conflicts cannot be resolved by discussion, seniority will prevail.

### 7.2

(a) Seniority applies to permanent employees who have successfully completed their probation period and is defined as their length of continuous service in the bargaining unit, since their last date of hire.

(b) Employees shall not accumulate seniority during periods when they are not actively at work as a result of any unpaid leave greater than twelve (12) months or while they are on long-term disability after the "*own occupation*" definition of disability reassessment.

### 7.3

(a) A temporary employee shall have no seniority. However, a temporary employee who is subsequently hired as a probationary employee within six (6) months of his/her last period of temporary employment shall, on completion of probation, have the last period of temporary employment included in his/her service credits for all purposes. This will be done by back dating the employee's start date by the number of months in the last period of temporary employment.

(b) A casual employee shall accumulate seniority within the bargaining unit on the basis of all hours worked. A casual employee who is subsequently hired as a probationary employee will have all hours worked recognized when determining the seniority date based on a seven (7) hour day.

### 7.4 Seniority Lists

The Employer shall publish seniority lists, of permanent and casual employees annually each March, and employees shall have the right to be advised of their position on the seniority list upon request. The seniority list will be made available in electronic format.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

(a) The Employer and the Union recognize that grievances may arise concerning:

(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline, or suspension of an employee bound by this agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure set out in this article.

## **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

## **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than thirty (30) calendar days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

## **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting his/her grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.
- (c) Where a policy grievance is appropriate it may commence at Step 2.

## **8.5 Time Limit to Reply at Step 2**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) calendar days of receiving the grievance at Step 2.

## **8.6 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) calendar days after the Employer's decision has been received; or
- (b) twenty-one (21) calendar days after the Employer's decision was due.

### **8.7 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, or where such documents may be delivered by hand, this clause shall not apply.

### **8.8 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

### **8.9 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

### **8.10 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.11 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **8.12 Failure to Act**

If the President of the Union, or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of the agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party, within thirty (30) calendar days of the receipt of the reply at Step 2, of its desire to submit the difference or allegations to an arbitration board.

### 9.2 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement the name of its nominee on an arbitration board. Within seven (7) calendar days thereafter, the other party shall indicate the name of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairperson.

### 9.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or the two appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour of the Province of British Columbia.

### 9.4 Board Procedure

The Board may determine its own procedure and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) calendar days of its first meeting.

### 9.5 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or alter or amend any of its provisions.

### 9.6 Disagreement on Decision

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

### 9.7 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson.

### 9.8 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **9.9 Appointment of a Single Arbitrator**

Notwithstanding the provisions contained in Section 9.2, the parties shall, by mutual consent, have the option to appoint a single arbitrator.

### **9.10 Expedited Arbitration**

As an alternative to regular arbitration under this article, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon expedited arbitrator. The expedited arbitrator agreed to by the parties shall:

- (a) investigate the real issue in dispute;
- (b) define the real issue in dispute; and
- (c) make a final and binding award to resolve the dispute within thirty (30) days of his/her receipt of the request.

The parties intend this process to be as informal as possible. In this regard, they shall not involve lawyers to represent their respective positions. They shall proceed on the basis of submissions. Sworn evidence will only be permitted to establish relevant facts, material to the issue in question, upon which the parties cannot agree. And, they shall not utilize authorities in support of their submissions, unless requested by the expedited arbitrator to do so.

The parties agree that the award of the expedited arbitrator shall be final and binding in all respects and shall not be subject to appeal of any kind. Each party shall pay its own expenses and one-half (½) of the compensation and expenses of the expedited arbitrator.

This section is intended to be non-prejudicial in all respects. The parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this agreement or at any subsequent hearing or proceeding under this agreement or under the *Labour Relations Code* of BC, without the mutual consent of both parties.

## **ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing. The reasons for dismissal shall be provided within five (5) regular business days.

### **10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing. The reasons for suspension shall be provided within five (5) regular business days.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions may be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) regular business days of the action being taken.

### 10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document.

### 10.6 Performance Evaluation Review

Where a formal performance evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the performance evaluation and write in his/her own comments. An employee shall, upon request, receive a copy of the performance evaluation at time of signing. An employee performance evaluation shall not be changed after an employee has signed it, without the knowledge of the employee. An employee indicating disagreement with their performance evaluation may request a third opinion from a joint committee of four (4) persons, two (2) nominated by the Union and two (2) nominated by the Employer. While the employee and the reviewer may give information to the Performance Evaluation Review Committee, neither may be a committee member. The report of the Committee shall be put on the employee's file.

### 10.7 Personnel File

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and electronic material, if applicable. The employee or the President as the case may be, shall give the Employer adequate notice prior to having access to such files. If an employee requests, they will be provided with a copy of any document on their file. Where it is not reasonably possible for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to a location where it is reasonably possible for the employee to do so.

(b) Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after eighteen (18) months has expired from the date such document was placed therein, provided no other disciplinary document has been placed on the employee's file during such period. The Employer shall not unreasonably deny such requests based upon all aspects of the matter.

### 10.8 Right to Have Steward Present

(a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) Where a supervisor intends to interview a steward for disciplinary purposes, the supervisor shall make every effort to notify the steward in advance of the purpose of the interview in order that the steward may contact his/her staff representative of the Union, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### 10.9 Employee Harassment

(a) The Union and the Employer recognize the right of the employees to work in an environment free from harassment. **Both parties agree to abide by Section 54 of WorksafeBC legislation.**

(b) Harassment shall be defined as words, gestures, and actions which tend to annoy, alarm and abuse (verbally) another person, and shall include the following:

- (1) a telephone call without purpose of legitimate communication; or
  - (2) insults, taunts or challenges in a manner likely to provoke violent or disorderly response; or
  - (3) makes repeated communications anonymously or at extremely inconvenient hours, or in offensively coarse language; or
  - (4) subjects another to offensive touching; or
  - (5) engages in any other course of alarming conduct serving no legitimate purpose.
- (c) Formal complaints of harassment shall be filed, in writing, with the Director of Human Resources or designate, within fourteen (14) calendar days following the occurrence giving rise to the complaint. If the respondent is a member of the bargaining unit, he/she shall have the right to receive a copy of the complaint and to respond to it. The Director of Human Resources or designate shall investigate the complaint and render a decision as to the disciplinary and/or remedial actions, if any, to be taken as soon following receipt of the complaint as possible. The complainant and the respondent shall both have the right to have a shop steward in attendance at meetings they are required to attend during the investigation, if they are both members of the bargaining unit. Where the complainant or the respondent is not satisfied with the final disposition of the matter, they may initiate a grievance at Step 2 of the grievance procedure, within seven (7) calendar days following receipt of the Director of Human Resources or designate's decision.
- (d) Where the complaint involves an allegation of sexual harassment, the complainant has the right to receive temporary remedial action pending the outcome of the Director of Human Resources' investigation, so that he/she has no contact at work with the respondent, the terms of this agreement notwithstanding.
- (e) Where the complaint involves a proven allegation of harassment, the complainant shall not be transferred against his/her will as part of the remedial actions taken by the Employer.
- (f) Allegations of harassment may involve sensitive disclosures. As a result, strict confidentiality is required by all parties.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

### **11.1 Job Postings**

Where vacancies occur, new permanent positions are created or temporary positions are known to be longer than three (3) months the Employer shall ensure that:

- (a) Vacant positions shall be posted within ten (10) business days of the vacancy occurring.
- (b) Notice thereof shall be posted in the work locations at least ten (10) regular business days prior to the advertisement being made public.
- (c) Vacancy notices posted under this article shall include the following:
  - (1) a description of the position based upon the applicable job description;
  - (2) the applicable classification;
  - (3) the applicable location;
  - (4) the hours of work that initially apply (for information purposes only);
  - (5) the qualifications required;
  - (6) length of appointment if a temporary position.



- (d) Should any of the conditions set out in Subsection (c) change before the Employer finalises its selection decision, the Employer shall re-post the vacancy reflecting the change and shall notify any applicants of the change.
- (e) Wherever possible, vacancies, new permanent and temporary positions shall be filled from within the bargaining unit. **Employees who have passed probation will be deemed qualified in the position for which they were originally hired.**
- (f) The Employer may advertise the position both internally and externally.
- (g) Internal applicants shall be considered prior to external applicants. Applications from external applicants may only be considered/reviewed after all internal candidates have completed the short list/interview process. Should no internal applicant be successful in being short listed then external applicants may be considered.
- (h) **Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service.**

#### 11.2 Union Observer

A member of the Labour/Management Committee, or their designate, may sit as an observer on a selection panel, including panel deliberations for bargaining unit positions. The observer shall be a disinterested party. Leave without pay shall be granted for the attendance of the observer with advance approval from the appropriate Director.

#### 11.3 Appointment Letter

- (a) A new employee, or an employee moving from one job classification to another, shall be informed by the Board in writing of his/her classification and starting salary, but may be placed on any step of that classification according to proven ability and experience.
- (b) An employee accepting a temporary position shall be informed by writing of his/her classification, salary and length of appointment.
- (c) A copy of the appointment letter will be supplied to the Union.

#### 11.4 Trial Period

- (a) Employees promoted (or awarded new positions) shall be given **four (4) months** in which to prove satisfactory and if they fail to do so, shall be returned to their former positions without loss of seniority in such former positions.
- (b) **An employee who requests to be relieved of a promotion (or awarded position) during the trial period shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (a) of this article with the mutual agreement of the Union and the Employer.**

#### 11.5 Employer to Inform Union of New or Changed Positions

- (a) When a new bargaining unit position is established by the Employer during the term of this agreement, it shall forward a new job description to the Union, including the classification it proposes. The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.

(b) When a significant permanent change is made to an existing bargaining unit position, the Employer shall forward a changed job description, including the classification it proposes, to the Union for consultation with the applicable employee(s). The Union shall notify the Employer of any objection within thirty (30) calendar days of its receipt of same.

(c) When an employee believes that a significant permanent change has been made to his/her position, he/she may request the Employer to review the classification of the position. The Employer shall notify the employee and the Union regarding the outcome of such request, and Section (d) below and Article 11.5 may be applied.

(d) Where the Union objects, it shall provide specific details of its objections to the Employer, which shall be limited to whether: (a) the duties, responsibilities and/or qualifications required by the Employer are accurately described; (b) the classification proposed by the Employer is appropriate pursuant to Appendix A; and/or (c) the qualifications required by the Employer are bona fide and work related.

### **11.6 Dispute Resolution**

(a) The parties shall meet to discuss the Union's objections within thirty (30) calendar days of the Employer's receipt of the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may submit the matter to arbitration for resolution under Article 9. The jurisdiction of the Arbitrator under this section shall be limited to adjudicating union objections based solely on the three (3) grounds for objection set out in 11.5(d).

(b) Nothing in this article prohibits the Employer from filling a new position on a temporary basis, until the procedures set-out herein have been completed.

### **11.7 Interview Expenses**

An in-service applicant for a posted position, who is not on leave of absence without pay and who has been called for a panel interview, shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

## **ARTICLE 12 - LAYOFF AND RECALL**

For purposes of this article, a layoff is defined as a loss of employment by a permanent employee as a result of reorganization or the elimination of his/her position, or as a result of a reduction in the hours worked in his/her position by more than seven (7) hours per week or moving a position more than fifty (50) kilometres from the current location.

The parties agree to abide by the provisions of the BC *Labour Relations Code* Section 54 (RSBC 1996, c.244).

### **12.1 Layoff Procedure**

(a) Permanent employees shall be laid off in reverse order of seniority pursuant to the following subsections:

(1) Permanent employees designated for layoff shall be offered, in seniority order, provided the employee has the skill, knowledge and ability to perform the duties required, the option of placement into a vacancy in either:

- (i) his/her geographic work location, or
- (ii) another geographic work location, in which case Article 12.1(e) will apply.

- (2) Permanent employees, designated for layoff, shall have the right to bump a more junior bargaining unit employee, provided the senior employee has the skill, knowledge and ability to perform the duties required after orientation of one (1) week.
  - (3) Upward bumping to a higher paid classification is not permitted under this article.
  - (4) When a senior employee bumps a junior employee, the senior employee shall assume the hours of work of the position into which he/she bumps.
- (b) To be eligible to bump a more junior employee under this article, employees designated for layoff must notify the Director or designate of their intention to do so, within ten (10) regular business days after being so designated. Failure by the employee to do so shall result in loss of all bumping rights.
- (c) The Employer shall notify employees designated for layoff, four (4) calendar weeks prior to the effective date of their layoff. After three (3) years of continuous service, an additional calendar weeks' notice shall be provided for each year of continuous service, to a maximum of eight (8) calendar weeks' notice.
- (d) As an alternative to the layoff of a junior employee under this article, a senior employee may voluntarily offer to take layoff and to be placed on the recall list, provided the junior employee to be retained has the skill, knowledge and ability to perform the work available.
- (e) The Employer shall pay reasonable relocation costs incurred by employees who are required to relocate their permanent residence more than fifty (50) kilometres from their original place of residence as a result of bumping into that position after being laid off, to a maximum reimbursement of twenty-five hundred dollars (\$2,500) for any one relocation. The employee must provide receipts to support all reimbursements requested under this section.

## **12.2 Recall**

- (a) Employees designated for layoff who do not wish to bump or who are not eligible to bump a junior employee, shall be placed on the recall list for a period of eighteen (18) calendar months from the date of their layoff.
- (b) The Employer shall recall laid off employees from the recall list, in seniority order, before hiring new employees to fill vacancies in the bargaining unit, provided that the laid off employee(s) eligible for recall have the skill, knowledge and ability to perform the duties required.
- (c) To remain eligible for recall, laid off employees on the recall list shall maintain a current address and telephone number with the Employer's Personnel Department. The Employer shall be considered as having met its recall obligations by sending a registered letter to the employee's latest address on file.
- (d) Laid off employees may decline one (1) recall to employment under this article without affecting their recall status. Laid off employees who decline two (2) recalls or who cannot be reached by the Employer at the time of recall, shall lose all recall rights and their names shall be removed from the recall list. An employee who declines an offer of recall to a position that is more than fifty (50) kilometres from his/her original worksite will not be considered to have declined recall under this article.

## **12.3 Downward Reclassification of a Position**

An employee shall not have his/her salary or benefits reduced by reason of a change in the classification of his/her position caused other than by the employee.

The employee shall receive the full negotiated salary increase when the salary of her classification equals or exceeds the salary which she is receiving.

#### **12.4 Severance Pay**

(a) As an alternative to bumping a more junior employee or going on the recall list for purposes of future recall, a permanent employee, whose position has been eliminated as the result of a layoff under this article, may opt to resign and take severance pay. Employees, who take severance pay, are deemed to have resigned their employment in all respects, after which they have no further claim against the Employer arising out of their employment.

(b) The quantum of severance pay applying to any full-time employee is one (1) week's pay, calculated at the employee's normal basic rate, for each year of continuous employment completed immediately prior to his/her layoff, prorated for time completed in the employee's final part year of service. Regular part-time employees shall be eligible for one (1) week's severance pay after each year of continuous accumulated service, based upon the average weekly hours each such employee normally works. Full-time employees having fifteen (15) or more years of continuous employment completed immediately prior to their layoff, shall receive one (1) additional week's severance pay for each year of completed continuous employment that exceeds fifteen (15) years of continuous employment.

(c) The above notwithstanding, laid-off employees, who are offered employment by a library system that replaces the VIRL in the employee's former geographical area or service area, shall not be eligible for severance pay under this article, provided the work involved is normally performed by professional librarians and such alternate employment is to commence within six (6) months of the employee's layoff date. The VIRL has the right to take such actions as may be necessary to recover any severance amounts paid out under this article, for which the recipient is not eligible.

(d) A full-time employee who receives notice of layoff and who is eligible to retire under the terms of the Municipal Pension Plan during what would otherwise be their severance pay period may elect to take paid leave and then retirement. In such cases, the employee shall commence the paid leave effective the date of layoff. The maximum number of weeks of paid leave any employee may receive under this section shall not exceed the quantum of severance pay to which the employee would otherwise be entitled under this article.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

#### **13.1 Hours of Work**

The working week shall normally be thirty-five (35) hours for all full-time librarians. Librarians may work that time on a flexible schedule according to the work to be done. Librarians may work a four (4) day week with the written approval of the Director.

#### **13.2 Overtime**

(a) It is understood by the parties that librarians may be required to work more than the hours of work outlined in 13.1.

(b) **Application of Overtime:**

(1) **Overtime must be approved by supervisor.**

(2) **Approved overtime may be paid, or banked at the rate of time and one-half (1½x) the employee's regular rate of pay.**

(3) Banked overtime will not exceed thirty-five (35) hours. The scheduling of such time off shall be by mutual agreement.

(4) Any overtime hours which have been banked, which have not been taken by December 31<sup>st</sup> of each year will be paid out on December 31<sup>st</sup> of each year.

(c) **Meal Allowance:**

(1) Meal allowances must be approved by supervisor.

(2) No meal allowances will be approved for days scheduled at the individual's discretion under Article 13.1.

(3) When a schedule is imposed which is beyond the individual's control and results in a workday that exceeds nine (9) hours, a meal allowance will be approved. Meal allowance rates shall be the same as those authorized for the Library Board.

An example of an imposed schedule would be the requirement to make a trip where the trip and its purpose could not reasonably be accomplished in under nine (9) hours.

### 13.3 Job Sharing

A permanent (full-time) employee may apply to the Director or designate to share his/her job with another employee. Job sharing requests may be granted at the Employer's discretion, provided there are no additional costs to the Employer from so doing, operational requirements permit the arrangement and the job sharing partners both have the skill, knowledge and ability to perform the duties required. The terms applying to any job-sharing arrangement shall be discussed with the Union, prior to the Employer's approval of same. The Employer or either job sharing party reserves the right to cancel any job-sharing arrangement, upon serving thirty (30) calendar days written notice of the cancellation to the employees involved.

## ARTICLE 14 - PAID HOLIDAYS

### 14.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
<b>Family Day</b>	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
British Columbia Day	

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation; and any other holiday proclaimed as a holiday by the federal government or the provincial government.

### 14.2 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.

Part-time employees shall receive statutory holiday time off and pay on a prorated basis, in accordance with the percentage of full-time hours they actually worked in the thirty (30) calendar day period immediately preceding the holiday.

#### **14.3 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### **ARTICLE 15 - VACATIONS**

#### **15.1 Vacation Entitlement**

Full-time librarians shall be entitled to annual vacations, at their regular rate of pay, in accordance with the following:

- (a) During the first (1<sup>st</sup>) calendar year or part calendar year of continuous service, one decimal eight three (1.83) working days' vacation for each month or part month greater than one-half ( $\frac{1}{2}$ ) actually worked;
- (b) During the second (2<sup>nd</sup>) calendar year of continuous service, up to and including the fifth (5<sup>th</sup>) calendar year of continuous service, twenty-two (22) working days;
- (c) During the sixth (6<sup>th</sup>) calendar year of continuous service, up to and including the eighth (8<sup>th</sup>) calendar year of continuous service, twenty-five (25) working days;
- (d) During the ninth (9<sup>th</sup>) calendar year of continuous service up to and including the fifteenth (15<sup>th</sup>) calendar year of continuous service, twenty-seven (27) working days;
- (e) During the sixteenth (16<sup>th</sup>) calendar year of continuous service, and in each calendar year of continuous service thereafter, thirty (30) working days.
- (f) Employees shall not be eligible to receive incremental increases in their vacation in accordance with the above subsections, based upon their years of continuous service, until after they have reached their anniversary date in each applicable calendar year.
- (g) Part-time employees shall be eligible for the above vacation credits on a prorated basis in accordance with the percentage of full-time hours they actually work.

#### **15.2 Vacation Year Defined**

The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup> for purposes of this article. Employees are required to take their full annual vacation entitlement, as time off, in each vacation year, subject to the provisions of Section 15.8. When, for operational reasons, the Employer cannot permit an employee to take his/her full vacation entitlement as time off in any vacation year, the employee shall be required to carry over as much vacation as is permitted under Section 15.8. In such cases, any vacation, that is in excess of the permitted carryover, shall be paid out in cash, as at December 31<sup>st</sup> of the applicable vacation year. In no other circumstances shall vacations be paid out as cash, except as specified elsewhere in this agreement.

#### **15.3 Vacation Scheduling**

Employees may schedule their full annual vacation entitlement off, in the normal fashion, as at January 1<sup>st</sup> of each vacation year, provided that in the case of termination, any vacation taken but not earned as at the date of termination, shall be repaid in accordance with Section 15.4.

#### **15.4 Vacation Entitlement on Termination**

When the employment of an employee terminates for any reason after that employee has taken his/her annual vacation entitlement in any year, the employee shall be required to repay to the Employer an amount equal to the vacation taken but not earned, calculated as follows. An adjustment shall be made to the employee's final paycheque in order to recapture such overpayment.

- (a) The amount of such repayment shall be one-twelfth (1/12) of the employee's vacation entitlement for each month or part-month greater than one-half (½) not worked in that calendar year, and
- (b) when the termination takes place prior to an employee's anniversary date, in a calendar year in which the employee would otherwise have been eligible to receive an incremental increase in vacation under Section 15.1(f), the amount of the repayment shall also include the value of such incremental increase.
- (c) Employees leaving the service of the Library shall receive full payment for any accrued vacations earned but not taken as at the date of termination.

#### **15.5 Vacation Credits Upon Death**

In the event of death, accrued vacation earned but not taken will be paid to the employee's estate or beneficiary, as applicable.

#### **15.6 Approved Leave of Absence With Pay During Vacation**

When an employee becomes ill, disabled or suffers an accident while on paid vacation, he/she shall be entitled to utilize accumulated sick leave or disability benefits for the duration of the illness or disability, without loss of vacation time. Proof of illness, disability or accident shall be required by means of a doctor's note.

#### **15.7 Vacation Scheduling for Periods of less than One (1) Week**

Employees wishing to schedule vacation time off in periods of less than a full week shall first obtain the approval of the applicable supervisor.

#### **15.8 Vacation Carryover**

With prior approval of the applicable supervisor, an employee may carry over up to five (5) days of their annual vacation entitlement in any vacation year, provided that the maximum total amount of carryover an employee may have at any one time is ten (10) days. It is understood that employees, who are in their first calendar year or part calendar year of service and who commenced employment prior to July 1<sup>st</sup>, may also carry over up to five (5) days' vacation under this section (March 6, 2003).

When an employee commences approved vacation prior to December 31<sup>st</sup> of any calendar year and that vacation continues into the next calendar year without interruption, the period of such vacation falling in the next calendar year shall not be considered as a vacation carryover for purposes of this section provided the vacation in question is scheduled prior to October 31<sup>st</sup> of the first (current) calendar year. Effective date of ratification.

#### **15.9 Vacation Entitlement for Temporary and Casual Employees**

Temporary and casual employees employed in a temporary position, that exceeds six (6) months, shall accumulate vacation credits on a prorated basis in accordance with the percentage of full-time hours they actually work.

Temporary or casual employees employed in a temporary position, may schedule vacation time off without pay, up to the amount of their earned vacation credit, with the approval of the applicable supervisor.

#### **15.10 Approved Vacation Schedules**

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, or except by mutual agreement between the employee and the applicable supervisor.

#### **15.11 Callback from Vacation**

(a) Employees shall not be required to return to work while they are off on vacation, except in cases of emergency.

(b) Employees, who are required by the Employer to return to work while they are off on vacation, shall be reimbursed for reasonable travel expenses, when they are required to travel from other than what might reasonably be considered as their normal place of residence, provided they submit receipts for such expenses (except meals). Time spent at work under this section, including required travel time to/from work, shall not be counted against the employee's remaining vacation entitlement.

#### **15.12 Vacation Pay**

An employee's vacation pay shall be calculated at his/her normal basic rate of pay, except when the employee is temporarily being paid at a higher rate immediately prior to taking his/her vacation and returns to such temporary higher rate immediately after the vacation. In this eventuality, the employee's vacation pay shall be calculated at the higher (temporary) rate.

#### **15.13 Bereavement/Compassionate Leave During Vacation**

While on paid vacation, an employee may qualify for compassionate or bereavement leave under Article 17.1 or Article 17.2. If such leave is granted, the employee's lost vacation days will be credited to the employee's vacation entitlement.

### **ARTICLE 16 - SICK LEAVE**

One and one-half (1½) days per month (eighteen [18] working days per year) shall be granted as Sick Leave Credit to all full-time librarians, and all part-time librarians shall be granted Sick Leave Credit proportionately to the time employed each month. Effective January 1, 2000, Sick Leave Credits shall be granted BCGEU staff when they are on approved Sick Leave.

Sick Leave Credit may be accumulated by all librarians to a maximum of one hundred and thirty (130) working days.

Medical or hospital certification may be required of any employee who is absent because of sickness for a period of more than three (3) days.

In case of prolonged illness, special consideration may be given by the Board to a recommendation of the Director.

Temporary employees are entitled to the sick leave benefits. In the event a temporary employee is hired on a permanent basis within six (6) months of his/her period of temporary employment, sick leave credit from the period of temporary employment will be retained.



## ARTICLE 17 - SPECIAL AND OTHER LEAVE

### 17.1 Bereavement Leave

Bereavement Leave with pay shall be allowed for death in the immediate family. For purposes of this article (17.1) "*immediate family*" is defined as spouse, (i.e. any person to whom the employee is married or with whom the employee has co-habited in a spousal relationship for one [1] year or more) parents, stepparents, child (including stepchild), brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

### 17.2 Compassionate Leave

In the case of illness or hospitalization of a dependent child of an employee, or life threatening illness or hospitalization of an employee's aged parents or aged stepparents, when no one else at the employee's home other than the employee can care for such individual, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of two (2) days in any one (1) year. The Director or designate may, at his/her sole discretion, extend an employee's use of sick leave under this article (17.2) for more than two (2) days per year or for other members of the employee's immediate family as defined in Article 17.1.

### 17.3 Length of Leaves

Bereavement and Compassionate leave is not to exceed seven (7) consecutive working days.

### 17.4 General Leave

Any reasonable request for leave of absence by a librarian may be granted with or without pay at the discretion of the Director when in the opinion of the Director the granting of such request would not interfere with the conduct of the work of the Library.

### 17.5 Job Exchanges

The parties recognize that job exchanges represent one vehicle whereby advances in the Library field might be maintained and promoted. To this end, the Employer agrees to consider exchange programs with other Libraries, provincially, nationally and internationally, provided:

- (a) In the Employer's opinion, operational requirements permit the employee wishing to make the exchange to do so;
- (b) The incoming librarian is deemed to be satisfactory by the Employer in all respects; and
- (c) There is no cost to the Employer as a result of any request that is granted.

If the Employer limits the number of employees who may be accepted into a job exchange at any one time, seniority shall apply.

### 17.6 Sabbatical Leave

Following the completion of five (5) years of consecutive service an employee's request for a sabbatical leave without pay will be granted for a maximum period of twelve (12) months. In the event of a request for a sabbatical leave for a period in excess of twelve (12) months, approval for the period in excess of twelve (12) months will be considered in accordance with the terms of Article 17.4 above. Sabbatical leaves without pay will be granted in accordance with the following terms:

- (a) The Employer reserves the right to limit the number of employees on sabbatical leave at any one time.

- (b) An employee cannot apply for another period of sabbatical leave until five (5) consecutive years of service have been completed following return from the previous leave.
- (c) In the event there is more than one application covering the same time period, employees who have not previously had a sabbatical leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.

### 17.7 Benefits During Unpaid Leave

Employees who are on any type of leave of absence without pay shall not be entitled to sick leave pay or bereavement leave pay or pay for any statutory holiday that occurs during the period of approved leave. Where the period of such leave is for one (1) month or more, employees shall not accumulate service credit for vacations, retirement benefit, sick leave entitlement or pay increments. Where an employee is on unpaid leave for the purpose of taking courses, increment service credit may be granted at the discretion of the Employer.

Employees who have been granted an unpaid leave of absence for a period of **one (1) month** or less shall continue to receive their health and welfare benefits.

Employees who have been granted an unpaid leave of absence for a period in excess of **one (1) month** shall have the option of maintaining their health and welfare benefits beyond the **first (1<sup>st</sup>) month** of the leave, subject to the terms and conditions of the applicable insurance contracts, by arranging to pay the full cost of the premiums for the benefits. Such arrangements are to be made with the Financial Services Department prior to commencing the leave.

Employees who are on layoff, WCB leave greater than **three (3) months**, or long-term disability shall not be entitled to sick leave, bereavement leave or pay for statutory holidays. They shall not accumulate service credit for vacations, sick leave entitlement or pay increments.

### 17.8 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### 17.9 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A permanent employee may be granted leave with or without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.
- (c) Temporary employees shall be entitled to the benefits described in this Article 17.9.

**17.10 Leave for Medical and Dental Care**

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to sick leave.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credit the necessary return travelling time to receive personal medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or service available at the employee's place of residence.

(c) Temporary employees shall be entitled to the benefits described in Article 17.10.

**17.11 Leave for Public Office**

The Employer shall grant unpaid leave to permanent employees who seek public office or who are elected to public office in accordance with this section, provided the employee involved makes written request for such leave at least fourteen (14) days in advance.

(a) To seek municipal, provincial or federal office, a maximum of ninety (90) calendar days.

(b) Those elected to municipal, provincial or federal office, maximum of five (5) consecutive years, including the period of leave granted to seek such office.

**17.12 Professional Development**

The parties shall mutually determine, in the Labour/Management Committee, the basis on which any budgeted amount for personal continuing education funds is to be expended. This article only applies if the Employer provides funds for personal continuing education in its budget in any year and is not a requirement that such funding be provided.

**17.13 Professional Leave**

Permanent employees, who are elected or appointed to positions with the BC Library Association (BCLA) or the Canadian **Federation of Library Associations (CFLA)** may apply for paid leave while performing the duties of such office and reimbursement of reasonable travel expenses incurred while so doing. Requests under this section shall be granted at the sole discretion of the Director, on a case by case basis. **Appointments shall be directed to the Director of Library Services and Planning.**

**ARTICLE 18 - MATERNITY/PREGNANCY, PARENTAL AND ADOPTION LEAVE**

The *Employment Standards Act*, the *Employment Insurance Act* and any other relevant legislation will be applicable.

An employee's combined entitlement to leave under this section is limited to fifty-two (52) weeks.

**18.1 Maternity/Pregnancy and Parental Leave**

(a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

(b) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

(c) A request for a shorter period under Subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under Subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

(f) The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability and shall pay the Employer's share of these premiums. In the event the employee does not return to the workplace at the conclusion of a maternity/pregnancy and/or parental/adoption leave for a period of time less than the length of the leave taken, then the cost of the benefit premiums will be prorated and reimbursed to the Employer.

### **18.2 Post-Maternity/Pregnancy Leave of Absence**

When an employee has completed a maternity leave granted under Article 18, the Employer will approve a request by the employee for an additional leave of absence without pay for a maximum period of six (6) months. During this period of leave of absence without pay all conditions regarding employee benefits shall be the same as those applied to a General Leave of Absence Without Pay.

### **18.3 Seniority Rights on Re-Employment**

(a) An employee who returns to work after the expiration of maternity/pregnancy leave shall retain the seniority she had accrued immediately prior to commencing maternity/pregnancy leave and shall be credited with seniority for the period of time covered by the maternity leave.

(b) An employee shall be deemed to have resigned on the date upon which her maternity leave commenced, if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

### **18.4 Parental/Adoption Leave**

(a) Upon written request, an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay, following the birth of the child or placement of an adopted child.

(b) When both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental/adoption leave between them.

- (c) Written request for parental leave must be made to the Director or designate at least four (4) weeks prior to the proposed commencement date of the leave. Such applications shall be supported by such documentation as reasonably required by the Employer.
- (d) Parental leave taken under this clause shall commence:
- (1) in the case of the natural mother, immediately following completion of her maternity leave under this article; or
  - (2) in the case of natural fathers or adoptive parents, within the fifty-two (52) week period immediately following the birth or adoption of the child. The employee shall have to furnish proof of adoption.

## ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

### 19.1 Statutory Compliance

The parties agree to comply fully with regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of BC pertaining to the working environment, including provision of first aid kits and the formation of an Occupational Safety and Health Committee.

### 19.2 Injury Pay

An employee who is injured at work and is required to leave for treatment, or who is sent home by the Employer as a result, shall receive payment for the balance of his/her scheduled shift.

### 19.3 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care, as a result of an accident at work, shall be at the Employer's expense.

### 19.4 Occupational Health and Safety

VIRL will be responsible for the Workers' Compensation Board course costs associated with the Occupational First Aid Certificates. One attendant will be on duty at any one time, pursuant to the WCB regulations. The duty roster will be posted and the responsibility rotated equitably between all the attendants. A premium of twenty-five cents (25¢) per hour shall be paid to the attendant on duty. The premium will be paid only for those hours when the employee is scheduled for Occupational Health and Safety duty. The Occupational First Aid Attendant must be a full-time employee.

## ARTICLE 20 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## ARTICLE 21 - HEALTH AND WELFARE

### 21.1 Benefit Summary

A summary only of Health and Welfare Benefits is provided below. Where spousal benefit coverage is provided, it shall include "*common-law spouse*", defined as same sex and opposite sex individuals where the employee has signed a declaration or affidavit that s/he has been living in a common-law relationship or has been cohabiting for at least twelve (12) months. The period of cohabitation may be

less than twelve (12) months where the employee has claimed the common-law spouse's child/ren for taxation purposes.

### **21.2 Eligibility**

Individual employee participation in the following benefit plans is subject to the eligibility and termination provisions contained in the group insurance contract with the insuring company.

### **21.3 Part-Time Employees**

The Employer premium payment for extended health care and dental plan shall be prorated for part-time employees.

### **21.4 Basic Medical Insurance**

Full-time and part-time employees may choose to be covered by the British Columbia Medical Services Plan. The Employer will pay one hundred (100) percent of the regular premium for such coverage for regular full-time employees. The Employer premium payment for such coverage shall be prorated for part-time employees. Temporary employees may choose to be covered by the Medical Services Plan at their own cost.

### **21.5 Extended Health Care Plan**

- (a) The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a mutually acceptable extended health care plan including the vision care option. Effective date of ratification, the maximum benefit for vision care shall be increased to five hundred dollars (\$500) every twenty-four (24) months for adults and three hundred dollars (\$300) every twelve (12) months for dependent children (as defined by the plan documents). Eye exams shall be covered once every two (2) years to a maximum of one hundred dollars (\$100).
- (b) The benefits available under Article 21.5, Extended Health Benefits, shall be amended so that payment is made for the generic equivalent price of the prescription drug unless there is no generic substitute or the doctor specifies no substitutes on the prescription form.
- (c) **Effective date of ratification**, Extended Health Care Plan shall include coverage up to a total amount of **fifty (\$50)** dollars per visit not covered by MSP to professional health practitioners as defined by the plan documents.

### **21.6 Dental Plan**

The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (a) Part A, ninety percent (90%) coverage; (Effective January 1, 2007, to be extended to include composite fillings for all teeth.)
- (b) Part B, sixty percent (60%) coverage;
- (c) Part C, fifty percent (50%) coverage.

Effective date of ratification. The lifetime maximum orthodontic benefit level will increase from twenty-five hundred dollars (\$2,500) to thirty-five hundred dollars (\$3,500).

The benefits available under Article 21.6, Dental Plan "A" coverage, shall be amended to extend the check-up recall period from six (6) months to nine (9), except for dependent children (as defined in the Plan documents) who may have check-ups every six (6) months.

### 21.7 Group Life

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times (3x) an employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium.
- (b) The group life plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet ..... the principal sum;
  - (2) loss of sight of both eyes ..... the principal sum;
  - (3) loss of one hand and one foot ..... the principal sum;
  - (4) loss of one hand or one foot and sight of one eye ..... the principal sum;
  - (5) loss of one hand or one foot ..... one-half the principal sum;
  - (6) loss of sight of one eye ..... one-half the principal sum.

### 21.8 Health and Welfare Plans

- (a) A copy of the Master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will develop a pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

### 21.9 Long-Term Disability Insurance

The employees will pay the premiums for Long-Term Disability Insurance. Such insurance shall be a condition of employment.

Effective January 1, 2010, the Employer will maintain in good standing a Long-Term Disability Plan. Premium costs will be paid sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

The Employees shall pay one hundred percent (100%) of the cost of the Long-Term Disability premiums, thereby making Long-Term Disability benefits tax-free in the hands of the beneficiaries. In order to maintain the 60/40 cost split on Long-Term Disability costs after this change, each permanent full-time employee shall be paid an additional amount each month equal to the amount the Employer would normally have remitted to the carrier on his/her behalf in that month (i.e. sixty percent [60%] of the monthly Long-Term Disability premium). This additional amount shall comprise part of each employee's taxable monthly income. This "*tax free benefit*" arrangement shall continue only so long as it is acceptable to Revenue Canada and provided it does not cost the Employer any more than the Employer would pay to maintain its sixty percent (60%) contribution level.

### 21.10 Pension Plan

Employees shall be enrolled in the Municipal Pension Plan, subject to the provisions of the Plan.

### 21.11 Employee Assistance Plan

The Employer agrees to amend its group insurance contract with the insuring company to incorporate into the Extended Health Benefit Plan an Employee Assistance Plan which would provide individuals with access to confidential, professional counselling through Corporate Health Consultants. The premium costs for this additional plan are to be borne by the Employer.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES****22.1 Paydays**

- (a) Employees shall be paid biweekly with paydays on alternate Fridays.
- (b) A comprehensive statement shall be provided in January and July of each year and shall provide the employee with an accounting of accrued sick leave and vacation leave credits.

**22.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Appendix A.
- (b) Temporary employees shall be paid at the base rate for the classification which applies to the work being done. The Employer may pay temporary employees at higher than the base rate when, in its opinion, circumstances warrant.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (d) Librarians shall receive annual increments, subject to satisfactory performance, on the anniversary date of their employment or promotion, or after one (1) year of accumulated service, as applicable.
- (e) When an employee is required to take a taxi or use public transit on library business, the Employer shall bear the full cost of the trip.
  - (1) When required by the Board to use their own vehicle on library business the librarian shall be paid a mileage allowance at the current prescribed rate used by the board members.
  - (2) Employees who are required by the Board to use their own vehicles for business purposes at a frequency that brings them under the commercial insurance coverage requirements pursuant to the Insurance Corporation of BC regulations, shall be reimbursed for the following portion of their insurance premiums:
    - The difference in premium cost between insuring their vehicle to cover driving to and from work (known as rate class 002) and insuring their vehicle to cover driving for business purposes (known as rate class 007), and
    - The applicable Insurance Corporation of BC premium cost to provide "*loss of use*" coverage based on forty-five dollars (\$45) daily car rental for a twenty (20) day limit.
  - (3) Employees, who are required to travel on Library business immediately preceding their scheduled days off, may use their private vehicle for such business travel, provided they continue to travel on their days off, without returning to their normal place of residence, and they receive approval from the Employer, in advance, which approval shall not be unreasonably denied.
  - (4) When the Library permits an employee to use his/her personal vehicle under this article, the vehicle allowance shall only apply to the business portion of the trip. The employee shall be responsible for all other costs.
  - (5) **When an employee is attending a meeting and leaves from their place of residence, the employee will be paid whichever is the lesser of the mileage from their home or branch to the meeting site.**



(f) *Substitution Pay*

An employee who is required by his/her supervisor to replace an employee in a higher classification than that which he/she normally holds, by carrying out the duties and accepting the responsibilities of the higher classified position for a period of more than fifteen (15) calendar days (Effective March 1, 2014 substitution pay shall be paid after ten (10) calendar days), shall be paid at the following rates:

- (1) Substitution opportunities for a Library Manager position shall be first offered to those CSL Librarians who are participating in the Customer Service Library Manager (CSLM) Training – Letter of Understanding #2. CSLM participants shall be paid at Library Manager Step 1 rate of pay for the full period of replacement.
- (2) Each CSLM within the zone will be asked in order of seniority if they will take the assignment. If there is not an employee who wishes to take the assignment the most junior employee in that zone will be assigned to the temporary assignment.
- (3) When a Customer Service Librarian I substitutes for a Library Manager they shall receive the difference between their current rate of pay and the rate for Customer Service Librarian II at Step 1 for the full replacement period.
- (4) When a Customer Service Librarian II substitutes for a Library Manager they shall receive the difference between their current rate of pay and the rate for Library Manager at Step 1 for the full replacement period.

### **22.3 Transfer Policy**

Employees will not be transferred against their will. Transfers will be by mutual agreement.

### **22.4 Sunday Premium Entitlement**

- (a) Employees, who are formally directed by the Employer to work on Sundays, shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all straight-time hours so worked. This premium does not apply when overtime rates are being paid.
- (b) When staffing a Sunday shift, the Employer shall first seek volunteers from among the employees currently working in the affected classification in that branch. When an insufficient number of these employees volunteer, the Employer may select the required number of employees from the affected classifications in reverse order of seniority.
- (c) Employees shall not be required to work both Saturday and Sunday in any week without their consent.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

For the purposes of this article, "*technological change*" means a change in the way bargaining unit work is performed as a result of the introduction of the new or changed technology (i.e. equipment and/or methods of performing work).

- (a) Where new or greater skills are required than are already possessed by an employee affected by a technological change, the employee shall, at the Employer's expense, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which he/she may acquire the necessary skills required by the technological change;

(b) No additional employee shall be hired by the Employer until employees affected by technological change have been allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

## ARTICLE 24 - TERM OF AGREEMENT

### 24.1 Duration

This agreement shall be binding and remain in effect from **January 1, 2016** to midnight **December 31, 2020**.

### 24.2 Notice to Bargain

(a) Where no notice is given by either party prior to **October 31, 2020**, both parties shall be deemed to have been given notice under this clause on **October 31, 2020**, and thereupon Clause 24.3 applies.

(b) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Director.

### 24.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 24.2, the parties shall, within fourteen (14) calendar days after the notice was given, commence collective bargaining.

### 24.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

### 24.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

### 24.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of signing.

### 24.7 Labour Code Exclusions

It is mutually agreed that the operations of Subsections 2 and 3, Section 50 of the *Labour Code* of British Columbia are specifically excluded from this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Jamie Anderson,  
Director of Library Services & Planning

\_\_\_\_\_  
Colleen Nelson  
Committee Member

\_\_\_\_\_  
Melanie Barnum,  
Divisional Manager, Human Resources/Training

\_\_\_\_\_  
Kristen Rumohr  
Committee Member

\_\_\_\_\_  
Bruce Jolliffe,  
Board Chair

\_\_\_\_\_  
Jennifer Seper  
Committee Member

\_\_\_\_\_  
Rosemary Bonanno,  
Executive Director

\_\_\_\_\_  
Chad McQuarrie  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Re: Wages**

Effective dates for general wage increases:

**January 1, 2016 – 2%**  
**January 1, 2017 – 2%**  
**January 1, 2018 – 2%**  
**January 1, 2019 – 2%**  
**January 1, 2020 – 2%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Customer Services Librarian I</b>			
January 1, 2016 (2%)	54,373	56,637	58,900
January 1, 2017 (2%)	55,461	57,769	60,078
January 1, 2018 (2%)	56,570	58,925	61,279
January 1, 2019 (2%)	57,701	60,103	62,505
January 1, 2020 (2%)	58,855	61,305	63,755
<b>Customer Services Librarian II</b>			
January 1, 2016 (2%)	62,673	64,977	67,276
January 1, 2017 (2%)	63,926	66,277	68,622
January 1, 2018 (2%)	65,205	67,602	69,994
January 1, 2019 (2%)	66,509	68,954	71,394
January 1, 2020 (2%)	67,839	70,333	72,822
<b>Library Manager, Collections Manager, Cataloguing Manager, Support Services Manager</b>			
January 1, 2016 (2%)	70,972	73,316	75,652
January 1, 2017 (2%)	72,391	74,782	77,165
January 1, 2018 (2%)	73,839	76,278	78,709
January 1, 2019 (2%)	75,316	77,803	80,283
January 1, 2020 (2%)	76,822	79,359	81,889

The Step 2 increment is earned no less than twelve (12) months after commencing employment in a classification. The Step 3 increment is earned not less than twelve (12) months after receipt of the Step 2 in the applicable classification.

Wages shall be retroactive to January 1, **2016**.

**LETTER OF UNDERSTANDING #1**  
**Re: Successorship**

In the event of an amalgamation or takeover of part or all the Vancouver Island Regional Library (VIRL) system with or by another body/employer, the parties agree to jointly lobby such other body/employer to ensure that the seniority rights of affected VIRL employees are protected, that work with the new body/employer is allocated on the basis of seniority after the amalgamation or takeover, and that the terms and conditions of employment set out in this collective agreement continue with the new employer, as much as possible.

**Signed and dated by both parties on April 19, 2016.**

**LETTER OF UNDERSTANDING #2**  
**Re: Customer Service Librarian Manager Training**

**Overview**

Vancouver Island Regional Library values continuous learning and employee development. Therefore, a Management Training Program has been created to foster the needs of existing Customer Service Librarians motivated to further their career paths.

This program is focused on core requirements, beyond those of a MLIS designation, which VIRL seeks when filling a Library Manager position. It also includes an on-the-job component, under the guidance of a Library Manager to provide practical experience to trainees.

**Candidates**

- Initially five candidates will be selected to embark on this exciting challenge. In subsequent years up to four candidates will be selected;
- Applicants will be required to apply;
- Intake once per year;
- Selection criteria shall be completed in accordance with the agreed to procedures set out in "*Guidelines for Customer Service Librarian Manager Training*".

**Criteria for application**

- CLS I and CSL II with a minimum of two (2) years full-time service with VIRL;
- Training bond for employer costs for course registration and books shall be forgiven over four (4) years, after completion of program;
- Recovery of the training bond shall be prorated if an applicant does not complete the entire four years of employment post completion of the program.

**Duration**

- No longer than four (4) years to complete Continuing Education classes;
- Fourteen (14) weeks practical experience with a Library Manager/mentor conducted as follows:
  - o four (4) weeks practical/assessment after completion of Business Administration 100 and completion of those practical components marked with an asterisk;
  - o four (4) weeks practical/assessment after three (3) Continuing Education classes completed;
  - o six (6) week practical and final assessment after final Continuing Education class completed

**Cost**

- Course and book costs to be shared equally by VIRL training and BCGEU Professional Development fund;
- Applicants may choose to pay for the Employer's portion of course and book costs. There is no requirement for a training bond in this scenario.

**Library Manager Skills**

The training program was developed based on the requirements for filling Library Manager job postings:

- demonstrated skills and knowledge in the areas of facilitating, training; leadership, team building, customer service, communication, and conflict resolution;

- two (2) years (full-time) relevant management/supervisory experience managing multiple work locations in a Public Service setting is preferred;
- demonstrated ability to establish and maintain effective employee and public relations;
- proven ability to implement, inform and work within developed policy and procedure;
- proven ability to teach, facilitate, role model, mentor and act as a resource;
- demonstrated ability to exercise initiative, tact, leadership and independent judgment;
- demonstrated ability to organize, delegate and supervise as well as work independently and in a team environment;
- excellent oral and written communication skills.

### **Adjudication**

If an employee seeks to meet course equivalency, the trainee is responsible to request adjudication by the University of Victoria or another recognized academic institution. All costs incurred will be borne by the trainee.

#### Curriculum Development Committee

There shall be a curriculum committee comprised of four members: one library manager appointed by the Union, one CSL appointed by the Union, one Human Resource Representative appointed by the Employer and one Senior Management appointed by the Employer. The Committee's mandate is to design and make recommendations to develop the practical and assessment components of the program.

### **UVIC Continuing Studies**

One of the following Communications courses:

#### Interpersonal Business Communications BMBA120:

*The primary objective of this course is to assist you to improve the effectiveness of your interpersonal business communication skills. Topics include the communication process, perception, self-assessment, conflict, relationships, language and needs, beliefs and values. Emphasis is placed on developing effective approaches to personal and professional relationships.*

- No Prerequisite

#### Applied Communication Concepts BMBA160:

*Utilizing basic interpersonal communication skills as a foundation, this course delves into developing a deeper understanding of more complex communication issues in business settings and enhancing communication skills. The course will focus on applying effective communication and conflict resolution skills through a discussion format.*

Two of the following courses:

#### Managing Change BMBA420:

*Change management is all about executing strategies to achieve goals and objectives. This course focuses upon managing the motivation, the behaviours, the business controls and the work environment in order to introduce, stabilize and normalize changes that are necessary to implement new strategies. Topics include the types of change, change planning, organizational readiness, pacing, prioritizing objectives, monitoring progress and business controls, behavioural vs. non-behavioural considerations, leading change and change execution.*

- No Prerequisite

**Organizational Behaviour BMBA130:**

*This course focuses on the human dimension of management and is intended to provide you with an understanding of how human behaviour influences the development and operation of organizations.*

- *Topics include motivation, leadership, power, group behaviour, decision making, and the dynamics of interpersonal relations in an organizational setting.*
- *No Prerequisite*

**Strategic Leadership BMBA410:**

*The objective of this course is to create an awareness of what constitutes the process of leadership, and the skills needed to effectively lead in a complex and constantly changing environment. This course is competency based, and emphasizes five essential elements: taking charge, strategic visioning, communications, teamwork, and integrity.*

- *A variety of approaches are used in the delivery of the course. Selected movies bring to life in the classroom different leaders from a variety of backgrounds. In addition to discussing these leaders, short lectures develop in more depth the elements of leadership. Role playing and other experiential exercises demonstrate some of the skills that are required to lead effectively.*
- *No Prerequisite*

**Operations Management BMBA260:**

*This course covers the basics of operations, the challenges encountered, and the techniques to effectively meet these challenges. The emphasis is on the service industry, but the knowledge gained is also applicable to the manufacturing industry, or support departments within the organization.*

- *Topics covered include:*
  - *the characteristics of operations*
  - *process planning*
  - *facility location and layout*
  - *capacity management*
  - *scheduling*
  - *material management*
  - *human resources*
  - *quality*

**Practical Components:**

Working under tutelage of Library Manager will be able to perform the following Library Manager duties:	
1. Financial	<ul style="list-style-type: none"> <li>• ADP</li> <li>• Budgets</li> <li>• Controlling branch expenditures</li> <li>• DRR</li> <li>• Cheque Requisitions</li> <li>• Travel Expenditures</li> </ul>
2. Human Resources	<ul style="list-style-type: none"> <li>• Benefits</li> <li>• Scheduling; breaks; and leaves</li> <li>• Filling vacancies; vacation planning;</li> <li>• Hiring and interviews</li> <li>• Collective agreement knowledge</li> <li>• Probationary, trial and annual Performance Evaluation Reviews</li> </ul>
3. Facilities	<ul style="list-style-type: none"> <li>• Building lease; tenant and landlord responsibilities</li> <li>• Purchase of furniture and equipment</li> <li>• Emergency and non-emergency procedures</li> <li>• Repairs and contractors</li> <li>• Troubleshooting</li> </ul>
4. Computer and Technological equipment	<ul style="list-style-type: none"> <li>• Knowledge in operation, service, maintenance and agreements;</li> <li>• Ability to diagnose and troubleshoot problems</li> </ul>
5. Workflow	<ul style="list-style-type: none"> <li>• Familiar with all branch routines</li> <li>• Proven ability to multi-task and prioritize daily, weekly, monthly routines within the branch and meet organizational deadlines</li> <li>• Ability to delegate tasks</li> <li>• Able to prepare branch and organizational reports</li> <li>• Re-organize workflow to meet unknown obstacles and difficult situations</li> </ul>
6. Products and Services, ILS, Spine, Web	<ul style="list-style-type: none"> <li>• Resource person for all branch/department staff</li> <li>• Able to support circulation staff in everyday tasks</li> </ul>
7. Outreach/Programming	<ul style="list-style-type: none"> <li>• Coordinate programming</li> <li>• Network and provide community outreach</li> <li>• Organize and setup branch for programming and special events</li> <li>• Responsible for promotional, advertisement and media duties</li> </ul>
8. Supervision	<ul style="list-style-type: none"> <li>• Meeting with staff members for routine and problem situations</li> <li>• Responsible for daily work routines and task completion within the branch</li> <li>• Oversees the work of all branch staff, including pages, circulation staff and Customer Service Librarians.</li> <li>• Responsible for the training of all branch staff</li> </ul>



**Assessment:**

Date Completed	Practical Duties
	Teach and facilitate one (1) or more procedures from each of the following categories: <ul style="list-style-type: none"> <li>• Ergonomics</li> <li>• Horizon</li> <li>• VIRL Products and Services</li> <li>• Introduction of new policy, routine and/or guideline. (provide examples)</li> </ul>
	<ul style="list-style-type: none"> <li>• Attends to and resolving a conflict situation</li> <li>• Able to diffuse an irate customer</li> <li>• Able to meet with branch staff and address complex, confidential, sensitive issues</li> <li>• Motivates and leads the team through all new initiatives and policies;</li> <li>• Able to earn trust and gain influence with branch staff (provide examples)</li> </ul>
	<ul style="list-style-type: none"> <li>• Leads the entire branch staff in an initiative</li> <li>• Active member of a VIRL team</li> <li>• Role models positive support of VIRL policies and procedures</li> <li>• Motivates and inspires teamwork</li> <li>• Demonstrates tact, confidentiality and good judgment</li> <li>• Develops and oversees an entire program initiative within the branch (provide examples)</li> </ul>
	<ul style="list-style-type: none"> <li>• Prepares monthly branch reports and a report of training period</li> <li>• Prepares DRR for a week</li> <li>• Responsible for all ADP aspects</li> <li>• Responsible for all branch finances and facility concerns (provide examples)</li> </ul>
	<ul style="list-style-type: none"> <li>• Schedules branch staff in all capacities (breaks, absences, vacation, leaves)</li> <li>• Handles branch staff problems</li> <li>• Supervises branch staff on a daily basis; actively participates in branch routines and promotes teamwork</li> <li>• Prepares and administers a Performance Evaluation Review and</li> <li>• Sits on an interview panel, if possible (provide examples)</li> </ul>

**Guidelines for Customer Service Librarian Manager Training:**Overview

Vancouver Island Regional Library values continuous learning and employee development. Therefore, a Management Training Program has been created to foster the needs of existing Customer Service Librarians motivated to further their career paths.

This program is focused on core requirements, beyond those of a MLIS designation, which VIRL seeks when filling a Library Manager position. It also includes an on-the-job component, under the guidance of a library manager to provide practical experience to trainees.

### Guidelines

- The following guidelines are in accordance with the letter of understanding:

### Applicants

- Candidates must have been employed by VIRL for a minimum of two (2) years in a CSL position
- Candidates may be a CSL I or II.
- Candidates will be chosen from Zones 1, 2, 3, 4 and 5. The first year of the program, up to five (5) candidates will be selected; firstly, one (1) for each zone. If a zone does not have applicants; then applicants may apply to fill a vacant zone but must be available to work in that zone.
- Subsequent years, four (4) applicants will be accepted into the program.
- Candidate selection will be based on seniority as per each zone.

### Application

- Application must be made by June 1st to apply for the current year to the Human Resources Department.

### Registration

- The first Continuing Education class taken shall be taken in September of the initial year. This class shall be Business Administration (BMBA100)
- The trainees shall contact and register for all classes independently through the University of Victoria Continuing Studies program.
- If an employee seeks to meet course equivalency, the trainee is responsible to request adjudication by the University of Victoria or another recognized academic institution. All costs incurred will be borne by the trainee.
- MLIS courses do not qualify for adjudication.

### Course Completion

- The Continuing Education classes must be completed within a four (4) year period.
- Transcripts will be submitted to the Human Resource Department after completion of each Continuing Education class completed.

### Practical Sessions

- First practical session may begin after the successful completion of Business Administration BMBA100. The first practical session to include components of: Finance, HR, Workflow and Supervision.
- Practical sessions taken after the successful completion of 1, 3 and 5 Continuing Ed courses.

### Costs

- The costs of the Continuing Education classes and textbooks will be shared jointly by VIRL and the BCGEU Professional Development fund; or the individual may enroll in the course at their own expense.

- Upon completion of the course, the Employer's portion of costs are forgiven at twenty-five percent (25%) per year.
- Should an employee leave the program before completion, they will repay VIRL the Employer's share of the costs.

#### Temporary Assignments

- Temporary Assignments will be offered to a trainee, either CSL I or II by seniority, within the zone.
- Each candidate within the zone will be asked in order of seniority if they will take the assignment. If there is no employee who wishes to take the assignment the most junior employee in that zone will be assigned to the temporary assignment.
- Trainees will provide availability for acceptance of temporary assignments outside of their zone.
- Travel, mileage, meal, accommodation and incidental expenses will be paid by the employee.

#### Job Postings

- If an applicant applies for a Library Manager job posting, the trainee will be granted an interview for job postings once they have completed the entire CSL Manager Training program. The selection process for job interviews still is based on current practice as outlined in the collective agreement.
- Temporary Assignments will be assigned within the zone and with the zone candidates. The assignment will be based on seniority, with the most senior being given the first opportunity.
- A trainee filling a temporary assignment will be mentored by a designated Library Manager.
- Temporary Assignment will be filled by trainees that have completed or are enrolled in the CSL Manager Training. They must have finished the Business Administration (BMBA100) and the first practical (four week) session.

#### References

*University of Victoria, Continuing Studies* Web site (2012, February). Retrieved February 3, 2012, from <https://www.uvcs.uvic.ca/Program/Certificate-in-Business-Administration-CBA/BUSADMCERT1/>

### **LETTER OF UNDERSTANDING #3 Re: Customer Service Librarian Manager Training**

**The parties to this agreement agree to meet within six (6) months of date of ratification of the collective agreement. The purpose of said meeting will be to discuss changes to or the continuation of the Customer Service Librarian Manager Training as outlined in Letter of Understanding #2.**

**Signed and dated by both parties on April 19, 2016.**