

COLLECTIVE AGREEMENT

between

**THE KITIMAT PUBLIC LIBRARY
ASSOCIATION**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 707

March 1, 2018 to February 28, 2021

TABLE OF CONTENTS

| | | |
|-------------------|---|----------|
| ARTICLE 1 | PREAMBLE | 1 |
| ARTICLE 2 | MANAGEMENT'S RIGHTS..... | 1 |
| 2.01 | RIGHT OF THE EMPLOYER..... | 1 |
| 2.02 | ENUMERATION OF MANAGEMENT'S RIGHTS | 1 |
| ARTICLE 3 | UNION RECOGNITION..... | 2 |
| 3.01 | BARGAINING UNIT | 2 |
| 3.02 | WORK OF THE BARGAINING UNIT | 2 |
| 3.03 | AGREEMENT APPLIES TO ALL EMPLOYEES..... | 2 |
| 3.04 | NO OTHER AGREEMENT | 2 |
| 3.05 | NAMES OF UNION REPRESENTATIVES | 2 |
| 3.06 | WORK STOPPAGE OR SLOWDOWN | 2 |
| 3.07 | UNION REPRESENTATIVE..... | 2 |
| ARTICLE 4 | NO DISCRIMINATION | 2 |
| 4.01 | NO DISCRIMINATION | 2 |
| 4.02 | SEXUAL HARASSMENT | 3 |
| ARTICLE 5 | UNION MEMBERSHIP | 3 |
| 5.01 | EMPLOYEES TO BE UNION MEMBERS | 3 |
| 5.02 | EMPLOYER TO NOTIFY OF STAFF CHANGES | 3 |
| 5.03 | NEW EMPLOYEES TO BE ACQUAINTED..... | 3 |
| ARTICLE 6 | CHECK-OFF OF UNION DUES..... | 3 |
| 6.01 | CHECK-OFF PAYMENTS | 3 |
| 6.02 | DEDUCTIONS | 4 |
| ARTICLE 7 | CORRESPONDENCE | 4 |
| 7.01 | CORRESPONDENCE BETWEEN PARTIES | 4 |
| ARTICLE 8 | LABOUR/MANAGEMENT COMMITTEE | 4 |
| 8.01 | COMPOSITION OF COMMITTEE | 4 |
| 8.02 | MEETINGS OF COMMITTEE..... | 4 |
| 8.03 | FUNCTION OF THE COMMITTEE | 4 |
| ARTICLE 9 | LABOUR/MANAGEMENT BARGAINING RELATIONS | 5 |
| 9.01 | REPRESENTATION | 5 |
| 9.02 | REPRESENTATION OF CANADIAN UNION OF PUBLIC EMPLOYEES..... | 5 |
| 9.03 | TECHNICAL INFORMATION | 5 |
| 9.04 | SHIFT CHANGES FOR REPRESENTATION..... | 5 |
| ARTICLE 10 | GRIEVANCE PROCEDURE | 5 |
| 10.01 | RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE | 5 |
| 10.02 | PERMISSION TO LEAVE WORK | 5 |
| 10.03 | DEFINITION OF GRIEVANCE | 6 |
| 10.04 | POLICY GRIEVANCE | 6 |
| 10.05 | MANAGEMENT GRIEVANCE | 6 |
| 10.06 | REPLIES IN WRITING | 7 |
| 10.07 | AMENDING OF TIME LIMITS | 7 |

| | | |
|-------------------|---|-----------|
| ARTICLE 11 | ARBITRATION..... | 7 |
| 11.01 | COMPOSITION OF BOARD OF ARBITRATION | 7 |
| 11.02 | CONFLICT OF INTEREST OF CHAIR | 7 |
| 11.03 | DECISION OF THE BOARD..... | 7 |
| 11.04 | EXPENSES OF THE BOARD..... | 7 |
| ARTICLE 12 | DISCHARGE, SUSPENSION AND DISCIPLINE | 8 |
| 12.01 | WARNING | 8 |
| 12.02 | DISCHARGE OR SUSPENSION | 8 |
| 12.03 | UNJUST SUSPENSION OR DISCHARGE | 8 |
| 12.04 | CROSSING OF PICKET LINES DURING STRIKE..... | 8 |
| ARTICLE 13 | SENIORITY | 8 |
| 13.01 | SENIORITY DEFINED | 8 |
| 13.02 | SENIORITY LIST | 8 |
| 13.03 | PROBATION FOR NEWLY HIRED EMPLOYEES | 9 |
| 13.04 | LOSS OF SENIORITY..... | 9 |
| 13.05 | NOTIFICATION OF EMPLOYEE STATUS..... | 10 |
| 13.06 | TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT | 10 |
| 13.07 | SUMMER STUDENTS..... | 10 |
| ARTICLE 14 | EMPLOYEE CLASSIFICATION | 10 |
| 14.01 | EMPLOYEES SHALL BE CLASSIFIED BY THE EMPLOYER AS EITHER:..... | 10 |
| ARTICLE 15 | PROMOTIONS AND STAFF CHANGES | 11 |
| 15.01 | JOB POSTINGS | 11 |
| 15.02 | FORMAL TESTING..... | 11 |
| 15.03 | SENIORITY | 11 |
| 15.04 | TRIAL PERIOD..... | 11 |
| ARTICLE 16 | LAYOFFS AND RECALLS | 11 |
| 16.01 | DEFINITION OF LAYOFF | 11 |
| 16.02 | ORDER OF LAYOFF | 12 |
| 16.03 | ORDER OF RECALL | 12 |
| 16.04 | NOTICE OF LAYOFF..... | 12 |
| 16.05 | SEVERANCE PAY | 12 |
| ARTICLE 17 | HOURS OF WORK..... | 13 |
| 17.01 | REGULAR WEEKLY HOURS | 13 |
| 17.02 | REGULAR DAILY HOURS..... | 13 |
| 17.03 | WORK SCHEDULE..... | 13 |
| 17.04 | REST PERIOD..... | 13 |
| 17.05 | SPLIT SHIFT | 13 |
| 17.06 | COMMENCEMENT OF SHIFTS..... | 13 |
| 17.07 | SUNDAY PREMIUM..... | 13 |
| 17.08 | NOTICE OF SHIFT CHANGE | 14 |
| 17.09 | MINIMUM DAILY PAY | 14 |
| 17.10 | MINIMUM DAILY PAY (UNSCHEDULED SHIFT COVERAGE)..... | 14 |

| | | |
|-------------------|--|-----------|
| ARTICLE 18 | OVERTIME | 14 |
| 18.01 | OVERTIME DEFINED | 14 |
| 18.02 | COMPENSATION FOR WORKING OVERTIME..... | 14 |
| 18.03 | OVERTIME TO BE VOLUNTARY | 14 |
| 18.04 | COMPENSATING TIME OFF..... | 15 |
| 18.05 | NO PYRAMIDING..... | 15 |
| 18.06 | BANKED OVERTIME | 15 |
| ARTICLE 19 | EMERGENCY CALLOUT..... | 15 |
| 19.01 | CALLOUT DEFINED | 15 |
| 19.02 | CALLOUT COMPENSATION..... | 15 |
| ARTICLE 20 | STATUTORY HOLIDAYS | 15 |
| 20.01 | PAID HOLIDAYS..... | 15 |
| 20.02 | ENTITLEMENT | 16 |
| 20.03 | PAY FOR STATUTORY HOLIDAY | 16 |
| 20.04 | STATUTORY HOLIDAY DURING VACATION | 17 |
| 20.05 | WORK ON A STATUTORY HOLIDAY | 17 |
| ARTICLE 21 | VACATIONS..... | 17 |
| 21.01 | LENGTH OF VACATIONS | 17 |
| 21.02 | PAYMENT FOR VACATIONS | 17 |
| 21.03 | VACATION PAY UPON TERMINATION | 18 |
| 21.04 | REQUEST FOR VACATION PERIOD | 18 |
| 21.05 | VACATION CARRY OVER..... | 18 |
| 21.06 | ILLNESS OR BEREAVEMENT DURING VACATION..... | 19 |
| 21.07 | TAKING VACATION | 19 |
| 21.08 | BROKEN VACATION PERIODS | 19 |
| 21.09 | DEFERRED VACATION FOR EARLY RETIREMENT..... | 19 |
| ARTICLE 22 | SICK LEAVE (SHORT TERM DISABILITY)..... | 19 |
| 22.01 | PERIOD OF DISABILITY | 19 |
| 22.02 | SICK LEAVE PAYMENT | 19 |
| 22.03 | DISABILITIES NOT ELIGIBLE FOR PAYMENT | 21 |
| 22.04 | CONTINUING DISABILITY | 22 |
| ARTICLE 23 | LEAVE OF ABSENCE | 23 |
| 23.01 | NEGOTIATION PAY PROVISION | 23 |
| 23.02 | NO LOSS OF PAY WHEN CONFERRING WITH DIRECTOR | 23 |
| 23.03 | LEAVE OF ABSENCE FOR UNION FUNCTIONS | 23 |
| 23.04 | LEAVE OF ABSENCE FOR FULL-TIME UNION DUTIES..... | 23 |
| 23.05 | ARRANGEMENT FOR PAY DURING LEAVE OF ABSENCE FOR UNION DUTIES | 23 |
| 23.06 | PAID BEREAVEMENT LEAVE | 23 |
| 23.07 | PAID JURY OR COURT DUTY LEAVE..... | 24 |
| 23.08 | PALLBEARER'S LEAVE | 24 |
| 23.09 | MATERNITY/PARENTAL LEAVE | 24 |
| 23.10 | ADOPTION LEAVE..... | 25 |
| 23.11 | GENERAL LEAVE | 25 |
| 23.12 | LEAVE FOR PUBLIC DUTIES | 25 |
| 23.13 | LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS | 25 |

| | | |
|-------------------|--|-----------|
| 23.14 | FAMILY RESPONSIBILITY LEAVE | 25 |
| 23.15 | COMPASSIONATE CARE LEAVE | 25 |
| ARTICLE 24 | PAYMENT OF WAGES AND ALLOWANCES | 26 |
| 24.01 | PAYDAYS | 26 |
| 24.02 | PAY ON TERMINATION | 26 |
| 24.03 | PAY ON PROMOTION | 26 |
| 24.04 | PAY ON TEMPORARY ASSIGNMENT | 26 |
| 24.05 | USE OF PERSONAL AUTOMOBILE | 27 |
| ARTICLE 25 | JOB EVALUATION | 27 |
| 25.01 | NEW CLASSIFICATION | 27 |
| 25.02 | REQUEST FOR REVIEW | 27 |
| 25.03 | RED CIRCLE | 27 |
| ARTICLE 26 | EMPLOYEE BENEFIT PLANS..... | 28 |
| 26.01 | EMPLOYER TO PROVIDE BENEFIT PLANS | 28 |
| 26.02 | HEALTH PLANS | 28 |
| 26.03 | GROUP INSURANCE..... | 30 |
| 26.04 | ACCIDENTAL DEATH AND DISMEMBERMENT | 30 |
| 26.05 | LONG TERM DISABILITY PLAN | 30 |
| 26.06 | MUNICIPAL PENSION PLAN | 31 |
| 26.07 | MSP/PACIFIC BLUE CROSS EXTENDED HEALTH FOR RETIRING EMPLOYEES..... | 31 |
| 26.08 | PAY IN-LIEU OF BENEFITS..... | 31 |
| 26.09 | DEPENDANTS TO CONTINUE WITH BENEFITS | 31 |
| ARTICLE 27 | SAFETY AND HEALTH..... | 31 |
| 27.01 | PAY FOR INJURED EMPLOYEES | 31 |
| 27.02 | WORKING ALONE..... | 32 |
| ARTICLE 28 | TECHNOLOGICAL CHANGE | 32 |
| 28.01 | DEFINITION..... | 32 |
| 28.02 | TERMS | 32 |
| 28.03 | SEVERANCE PAY | 32 |
| ARTICLE 29 | CONTRACTING OUT..... | 33 |
| 29.01 | CONTRACTING OUT CONDITIONS | 33 |
| 29.02 | SEVERANCE PAY | 33 |
| 29.03 | NOTIFICATION | 33 |
| ARTICLE 30 | GENERAL CONDITIONS | 34 |
| 30.01 | EMPLOYEE RECORDS..... | 34 |
| 30.02 | CHAIN OF COMMAND | 34 |
| 30.03 | BULLETIN BOARDS | 34 |
| 30.04 | UNION LABEL..... | 34 |
| 30.05 | PRINTING OF AGREEMENT | 34 |
| 30.06 | UNION ACTIVITIES | 34 |
| 30.07 | ATTENDANCE AT CONFERENCES | 34 |
| 30.08 | MUNICIPAL PENSION PLAN - BUYBACK..... | 35 |
| 30.09 | INDEMNIFICATION | 35 |

| | | |
|---|--|-----------|
| ARTICLE 31 | GENERAL | 35 |
| 31.01 | PLURAL OR FEMININE TERMS MAY APPLY | 35 |
| ARTICLE 32 | TERM OF AGREEMENT | 35 |
| 32.01 | TERM OF AGREEMENT | 35 |
| 32.02 | RETROACTIVITY..... | 35 |
| SCHEDULE "A" | ..... | 36 |
| LETTER OF INTENT #1 | ..... | 37 |
| RE: USE OF THE DIRECTOR FOR WORK OF THE BARGAINING UNIT | ..... | 37 |
| LETTER OF INTENT #2 | ..... | 38 |
| RE: STAFF TRAINING & DEVELOPMENT | ..... | 38 |
| LETTER OF AGREEMENT #1 | ..... | 39 |
| RE: NO HARASSMENT/RESPECT IN THE WORKPLACE | ..... | 39 |
| LETTER OF AGREEMENT #2 | ..... | 42 |
| RE: STUDENT EMPLOYMENT PROGRAM | ..... | 42 |
| LETTER OF UNDERSTANDING #3 | ..... | 43 |
| RE: SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN | ..... | 43 |
| APPENDIX "A" | ..... | 44 |
| INFORMATION ON FAMILY RESPONSIBILITY LEAVE AND COMPASSIONATE CARE LEAVE | ..... | 44 |

COLLECTIVE AGREEMENT

BETWEEN: THE KITIMAT PUBLIC LIBRARY ASSOCIATION
(hereinafter called the "Employer")
Party of the first part

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 707
(hereinafter called the "Union")
Party of the second part

ARTICLE 1 PREAMBLE

The objective of this Agreement is to promote harmonious relations, co-operation and understanding between the Employer and its employees, and to provide:

- (a) A basis of mutual understanding on conditions of employment, hours of work, and rates of pay;
- (b) For the prompt, fair and peaceful settlement of disputes or grievances;
- (c) The people of the District of Kitimat with the highest standard of Library operations and services.
- (d) For the promotion of the morale, well-being and security of all employees in the bargaining unit.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 Right of the Employer

Subject to the terms of this Agreement and without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, layoff, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner.

2.02 Enumeration of Management's Rights

The parties agree that the foregoing enumeration of management's rights shall be vested in the Director or delegate.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole collective bargaining agent for those employees it is certified to represent by the British Columbia Labour Relations Board.

3.02 Work of the Bargaining Unit

Exempt employees of the Employer shall not work on any jobs normally performed by a person in the bargaining unit, should the result be a reduction in the normally scheduled hours or regular pay of a bargaining unit employee.

If the Employer intends to establish an additional exempt position, it shall discuss the matter with the Union.

3.03 Agreement Applies to all Employees

This Collective Agreement is fully applicable to all employees unless otherwise specified.

3.04 No Other Agreement

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

3.05 Names of Union Representatives

The Union shall notify the Employer in writing of the names of its Officers, officials and Library shop stewards.

3.06 Work Stoppage or Slowdown

The Union agrees that a dispute shall not result in any work stoppage or slowdown in the Employer's operations.

3.07 Union Representative

The Union shall appoint two (2) Shop Stewards from among the Library workers.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The Employer and Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, colour, place of origin, ancestry, religion or lack of religion, political affiliation or activity, sexual orientation, sex or marital status, physical handicap, family status, familial relationship, nor by reason of their membership or activity or lack of activity in the Union.

4.02 Sexual Harassment

Sexual harassment shall be defined as any unwanted and inappropriate sexually oriented practice from one employee to another that affects employment. Sexual harassment shall be addressed as follows:

- (i) An investigation shall take place by the employer and shop steward according to the procedure outlined in the Letter of Agreement No Harassment/Respect in the Workplace.
- (ii) If unresolved in (i) the matter may be submitted as a Step 3 grievance.

"Explanatory Note"

Employee refers to employees in and out of the bargaining unit.

ARTICLE 5 UNION MEMBERSHIP

5.01 Employees to be Union Members

All employees who are members of the Union shall maintain such membership in good standing as a condition of employment.

Every employee shall, as a condition of employment, join the Union after not more than fifteen (15) calendar days and shall maintain membership in good standing. The Employer, if supplied with Union membership application forms, shall cause these to be delivered to each new employee on date of hiring, or as soon thereafter as is practicable and require the employee to sign it and return it to the Employer. The Employer shall cause these to be delivered to the Union.

5.02 Employer to Notify of Staff Changes

The Employer undertakes to advise the Shop Steward, in writing on or before the 5th day of each calendar month, the names of all appointments, hiring, layoffs, recalls and terminations during the preceding calendar month.

5.03 New Employees to be Acquainted

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment dealing with union membership and dues check-off. The Employer shall provide each new employee with a copy of this Agreement and his/her job description. Each new employee shall be introduced to his/her Shop Steward. A copy of the Collective agreement shall be kept in the staff room.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall cause to be deducted from every employee any dues, initiation fees or assessments levied by the Union. An employee shall, as a condition of employment, provide the Employer with a signed authorization. For new employees, deductions shall commence with the second pay period following the day of hiring.

6.02 Deductions

The Employer shall cause to be deducted from the appropriate payroll the amount owing to the Union by each employee and shall forward such monies to the Secretary-Treasurer of the Union during the week following the deduction, accompanied by a list of the employees for whom the deductions were made.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence between Parties

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Director and the Shop Steward. A copy of any correspondence other than routine items between the Director or designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Shop Steward, unless otherwise specified in this Agreement.

ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE

8.01 Composition of Committee

The Committee shall be composed of a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. The Union's representative shall include the Shop Steward. The Employer's representatives shall include the Personnel Committee Chair.

8.02 Meetings of Committee

The Committee may meet quarterly at a mutually agreed time and place. Additional meetings can be scheduled by mutual agreement. Agenda items will be provided in advance. Employees shall not suffer any loss of pay for time spent on this committee and shall not be required to attend their scheduled shift during these meetings. Minutes shall be taken at the meeting and a copy of the minutes signed by the Employer and the Union and shall be posted on the staff bulletin board within ten (10) days of the meeting.

8.03 Function of the Committee

The Committee shall be advisory in nature and concern itself with items of mutual concern. Minutes will be circulated to the Shop Steward and the Employer. Chairing of the committee and taking of the minutes shall alternate between the parties.

ARTICLE 9 LABOUR/MANAGEMENT BARGAINING RELATIONS

9.01 Representation

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) representatives of the Union who are Library workers. The Union shall advise the Employer of the Union members on the committee.

9.02 Representation of Canadian Union of Public Employees

The Union and Employer shall have the right at any time to have the assistance of any advisor, when dealing or negotiating with the other party. The Union or Employer shall, when possible, provide reasonable advance notice when advisors are to be present.

9.03 Technical Information

The Employer shall make available to the Union minutes, financial statements, agendas of Board and general meetings and all other available public documents. Requests for further information shall be directed through the Director.

9.04 Shift Changes for Representation

The Employer agrees to schedule Union representatives elected or appointed under Article 9.01 so they do not double shift for negotiation sessions.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward. The Steward shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.02 Permission to Leave Work

- (a) The Employer agrees that the Steward shall not be hindered or coerced in the performance of his/her duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed by the Employer and that he/she shall not leave his/her work, during working hours, except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her staff supervisor, which permission shall not be unreasonably withheld.
- (b) Upon obtaining the permission required under sub-section (a) of this Article, the Steward shall be permitted time off to handle grievances and his/her earnings shall be maintained.

10.03

Definition of Grievance

A grievance shall be defined as any difference concerning the interpretation, application or operation of this Agreement, or concerning any alleged violation thereof, or in a case where the Employer, the Union, or an employee has acted unjustly or improperly, and including any questions or difference as to whether any matter is arbitrable, and such question or difference shall be dealt with, without stoppage of work, in the following manner:

Step 1

The employee(s) shall raise his/her concern with the Director or Shop Steward. The Shop Steward or the Shop Steward and the grievor shall meet with the Director to determine the nature of the problem and to attempt to solve the problem verbally and promptly.

Step 2

Failing a satisfactory settlement being reached within one (1) calendar week after the meeting at Step 1, the Union may submit the dispute in writing outlining the issue to the Director.

Step 3

Failing a satisfactory settlement being reached within one (1) calendar week after the dispute was submitted under Step 2, the Union may submit the dispute in writing to the Chair of the Personnel Committee, who shall have three (3) weeks to meet with the employee(s) and the Shop Steward with a view to resolving the dispute.

Step 4

If a satisfactory settlement is not reached under Step 3 within one (1) calendar week after the matter was submitted for settlement, the Union may within three (3) calendar weeks refer the matter to arbitration.

Grievances submitted to a Board of Arbitration shall, where possible, be in writing, and shall clearly specify the nature of the issue.

10.04

Policy Grievance

Union grievances of a general nature shall be submitted to the Director, as provided in Step 1. If the grievance is not resolved by Step 3, it may proceed to arbitration as provided in Step 4.

10.05

Management Grievance

- (a) The Director shall submit the matter in writing within one (1) week from the date of the occurrence of the incident or incidents which gave rise to the grievance to the Shop Steward of the Union and seek settlement of the matter with such person.
- (b) If a satisfactory settlement is not reached within one (1) week after the matter was submitted for settlement to the Union, the Employer may within three (3) weeks refer the matter to arbitration.

10.06 Replies in Writing

All replies to grievances shall be in writing to the Shop Steward who presented the grievance.

10.07 Amending of Time Limits

Time limits mentioned in the Grievance and Arbitration Articles do not include part of a day or the Statutory Holidays of this Agreement and may be extended by agreement in writing by the parties.

ARTICLE 11 ARBITRATION

11.01 Composition of Board of Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party, the third, who shall be chair, shall be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days to agree upon a chair. If they fail to agree on a chair, either party may apply to the Minister of Labour to appoint a chair. By mutual agreement, the parties may refer the matter to a single arbitrator, who will be selected by mutual agreement.

11.02 Conflict of Interest of Chair

No person who, either directly or indirectly, has any interest in a grievance submitted to arbitration pursuant to the provision of these sections, or any person acting or who has acted in the capacity of solicitor, legal advisor, counsel or agent of either party within six (6) months immediately preceding the date when the grievance was first brought to the attention of the other party, shall be appointed as chair of the Board of Arbitration.

11.03 Decision of the Board

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and, failing a majority award, the award of the Chair of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

11.04 Expenses of the Board

Each party shall bear the expenses of the Arbitrator appointed by such party and shall pay one-half (1/2) of the expenses of the chair and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warning

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within one (1) week thereafter, give written particulars of such censure to the employee involved, with a copy to the Shop Steward, unless the employee indicates otherwise. All written particulars, including counselling letters, of any censure or discipline shall be removed from the employee's personnel file when twelve (12) months have elapsed since the date of the infraction, and there has been no recurrence of the infraction, and shall not be used in building a case against that employee.

12.02 Discharge or Suspension

An employee may only be suspended or discharged for just cause. An employee being suspended or discharged shall be given the reasons within five (5) working days in the presence of a Shop Steward. The Employer shall confirm the reasons in writing to the employee with a copy to the Shop Steward of the Union.

12.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall immediately be reinstated in his/her former position, without loss of seniority, and shall be compensated wages for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line, which shall result in loss of wages for the period involved. Refusal to cross a legal picket line shall not be grounds for disciplinary action.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis.

13.02 Seniority List

- (a) The Employer shall maintain a seniority list for Regular full-time and Regular part-time Library employees. Pages, Temporary and Casual employees shall not acquire seniority. A copy of the Seniority list shall be sent to the Shop Steward and posted on the bulletin board in the Library in January of each year. An updated seniority list shall be issued and posted within thirty (30) days of any change.

- (b) Pages, casual and temporary employees who become Regular employees shall have seniority back-dated based on pro-rated hours from the commencement of regular employment, until a break of ninety-one (91) calendar days occurs when the employee did not work.

13.03 Probation for Newly Hired Employees

All newly hired employees shall be on probation for six (6) calendar months, from the date of hire. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority, if eligible, shall be effective from the original date of employment. If the employee's service with the Employer is broken during the probation period, then upon being re-employed the previous probation time shall be reinstated and the employee shall serve the balance of the six (6) calendar months' probation period, provided the break is twelve (12) months or less. The probation period may be extended with the written consent of both parties.

13.04 Loss of Seniority

- (a) An employee shall not lose seniority rights if he/she is absent from work because of:
 - (i) services with the Armed Forces during wartime;
 - (ii) sickness;
 - (iii) disability;
 - (iv) accident;
 - (v) layoff; or,
 - (vi) leave of absence approved by the Employer.
- (b) An employee shall only lose his/her seniority in the event:
 - (i) He/she is discharged for just cause and is not reinstated.
 - (ii) He/she resigns.
 - (iii) He/she is absent from work without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - (iv) He/she fails to return to work within one (1) week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall; or,
 - (v) He/she is laid off for a period longer than six (6) months except that the period for employees with more than two (2) years' seniority shall be twelve (12) months.

13.05 Notification of Employee Status

On or before the expiration of the probationary period, the Employer shall notify the employee in writing of his/her status.

13.06 Transfer and Seniority Outside the Bargaining Unit

An employee shall not be transferred to a permanent position outside the bargaining unit without his/her consent. An employee promoted or transferred by the Employer to a position outside the bargaining unit shall retain his/her seniority standing during a trial or probationary period of up to twelve (12) months. If prior to the end of this twelve (12) month period the employee returns to the bargaining unit as a result of not being confirmed in the new position he/she shall have such time added to his/her seniority standing. Such return shall not result in the layoff, demotion or bumping of an employee holding greater seniority.

An employee who has been promoted or transferred to a position outside the bargaining unit and has been in that position for over twelve (12) months shall lose his/her accumulated bargaining unit seniority. If subsequent to losing seniority under this clause the employee returns to a bargaining unit position such return shall not result in the layoff, demotion or bumping of another Regular employee.

13.07 Summer Students

A student hired for summer work shall not acquire seniority.

ARTICLE 14 EMPLOYEE CLASSIFICATION

14.01 Employees shall be classified by the Employer as either:

- (a) Regular Full-time: means an employee hired to fill an established full-time position and has successfully completed the probation period.
- (b) Regular Part-time: means an employee working twenty (20) hours or more per week on a regular basis, and has successfully completed the probation period.
- (c) Part-time: means an employee working nineteen (19) hours or less per week.
- (d) Page: means a High School or full-time College student working outside school or college hours.
- (e) Temporary: means an employee hired for a specified period of time not to exceed six (6) months. The period may be extended by the Employer to ten (10) months when employment is because of an absent employee.
- (f) Casual: means an employee hired on a day-to-day basis.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

Notices of all new permanent positions and permanent vacancies inside the bargaining unit shall be posted on the notice board at the Library for a minimum of one (1) week, so that all members shall know about the vacancy or new position. Where practical, temporary positions will be appointed from among interested Regular employees. Temporary positions expected to be in excess of sixty (60) calendar days shall be posted.

The notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills and wage rate, current shift and current number of hours per week.

15.02 Formal Testing

When the Employer intends to give applicants to a job posting formal tests, information on the nature of the test and the desired level of proficiency shall be noted on the posting.

15.03 Seniority

Seniority shall apply in cases of promotion, demotions and transfers when skills, competence, efficiency and qualifications of the applicants are relatively equal.

15.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months, except in the case of filling the Librarian position, the trial period shall be six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee is unable or unwilling to continue in the position, he/she shall be returned to his/her former position and wage rate, without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and wage rates, without loss of seniority.

NOTE: Option to return to old position is limited to the trial period.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce, or:

- (a) A reduction in the hours of a Regular Full-time employee;
- (b) A reduction in the hours of a Regular Part-time/Part-time employee to below thirteen (13) hours per week.

16.02 Order of Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their seniority providing the remaining employees can perform the work available.

Within ten (10) days of written notice of layoff, employees shall advise the Director, in writing, of their intention to bump.

16.03 Order of Recall

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.04 Notice of Layoff

Other than casual employees, employees who are to be laid off shall be given notice in writing as specified below. It is agreed that an employee may continue to work on a day-to-day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases.

- (a) Where an employee has less than one (1) year of service, one (1) week's notice.
- (b) Where an employee has one (1) year and up to three (3) years' of service, two (2) weeks' notice, and for each subsequent year of service, an additional weeks' notice, up to a maximum of eight (8) weeks' notice.
- (c) In the case of temporary layoff of less than two (2) months one (1) week's notice.

If an employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

In the case of a proposed temporary layoff of less than two (2) months that in fact exceeds two (2) months; the employee shall be entitled to full payment for the balance of notice that would have been required.

16.05 Severance Pay

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay all rights under this Agreement are terminated. An employee on temporary layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

- (a) less than three (3) years' service at the time of layoff:
 - one (1) week's current pay for each year of service or major part thereof.
- (b) Three (3) or more years' service at the time of layoff:
 - for the first year of service, three (3) weeks' current pay;
 - for the second year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

ARTICLE 17 HOURS OF WORK

17.01 Regular Weekly Hours

The regular work week shall consist of thirty-five (35) hours as follows:

Any five (5) days from Monday through Sunday. The two (2) days off shall be consecutive except for Regular Full-time employees who may have split days off one (1) week in three (3).

17.02 Regular Daily Hours

The regular work day shall consist of seven (7) consecutive hours between 8:00 a.m. and 9:00 p.m., exclusive of a lunch period which shall not exceed one (1) hour. An employee who works more than four and one-half (4½) consecutive hours shall be given a meal period. The meal period may be waived by mutual agreement between the employee and the Director.

17.03 Work Schedule

The work schedule shall be posted at least two (2) weeks in advance.

17.04 Rest Period

Employees shall be entitled to two (2) ten (10) minute paid rest periods during a regular work day.

Employees working a shorter day shall be entitled to a paid rest period for every three (3) consecutive hours of work.

17.05 Split Shift

Employees may be required to work a split shift, but such shift shall be confined to a twelve (12) consecutive hour period and may be broken into a maximum of two (2) parts. A break for a meal shall not constitute a split in shift. Each part of a split shift shall be for a minimum of two (2) hours. An employee shall be given a minimum of twelve (12) hours rest between the end of the previous day's shift and the commencement of the next. The following premiums shall apply to a split shift employee in accordance with the number of parts worked:

| | |
|-------------|---------------------------------|
| First part | \$1.75 per hour |
| Second part | \$1.75 per hour (not pyramided) |

The above premium shall apply to all straight time hours worked on any split shift day.

17.06 Commencement of Shifts

Shifts shall commence and end at the Library or at the job site within the District of Kitimat as designated by the Director.

17.07 Sunday Premium

Employees shall receive a premium of two dollars and thirty cents (\$2.30) per hour for all straight time hours worked on a Sunday.

17.08 Notice of Shift Change

The Employer has the right to change an employee's schedule of working hours, provided that an employee is given at least forty-eight (48) hours' notice of such shift change. Failure to notify the employee(s) concerned shall necessitate the payment to the employee at the rate of time and one-half for all regular hours worked throughout his/her first day of work on the new shift. Notice of shift change shall be given verbally or electronically and confirmed by placing a written notice in the employee's mailbox at the Library.

17.09 Minimum Daily Pay

An employee reporting for work shall be paid a minimum of two (2) hours if he/she does not commence work or, where he/she commences work, a minimum of four (4) hours.

For pages, the minimum daily pay shall be two (2) hours.

17.10 Minimum Daily Pay (Unscheduled Shift Coverage)

Where the Employer must provide unscheduled shift coverage and the coverage is within forty-eight (48) hours of the Employer being advised of an employee absence, the Employer may vary the minimum daily pay to three (3) hours for an employee who would otherwise be paid four (4) hours.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked before or after the regular work day, the regular work week or on a Statutory Holiday, as specified herein, shall be considered overtime.

18.02 Compensation for Working Overtime

All overtime work shall be paid as follows:

- (a) First two (2) hours in excess of the regular work day or regular work week at one and one-half (1½) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (b) All hours in addition to the two (2) hours mentioned in (a) hereof in excess of the regular work day or regular work week at two (2) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (c) For scheduled overtime on Saturdays or the employee's first day of rest: First two (2) hours at one and one-half (1½) times an employee's regular basic rate and for all hours thereafter two (2) times an employee's regular basic rate.
- (d) On Sundays or the employee's second day of rest all hours at two (2) times the employee's regular basic rate.

18.03 Overtime to be Voluntary

Overtime shall be voluntary.

18.04 Compensating Time Off

Employees may perform work outside their regularly scheduled hours of work without pay to compensate for time off with pay approved by the Director for periods of one (1) day or less.

18.05 No Pyramiding

Unless otherwise provided, there shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premiums apply to the same hours of work, only the higher rate shall be paid.

18.06 Banked Overtime

In lieu of pay for overtime, an employee may elect to put the hours at the appropriate overtime multiple into banked time. Banked time may be taken later as paid time off at a time mutually satisfactory to both the Employer and the employee, or paid out on request. Banked time shall not exceed thirty-five (35) hours at any one time and must be taken by March 1st of the following year.

18.07 Distribution of Overtime

Overtime opportunities will be distributed as equally as practicable among employees. Upon request the Kitimat Public Library will provide the Union with a list of employees and overtime worked.

ARTICLE 19 EMERGENCY CALLOUT

19.01 Callout Defined

A "callout" is defined as that occasion when an employee is required to leave from and return to, except for meals, their place of residence, or other place where the employee is contacted, outside of the hours of their working shift in order to perform work for the Employer. Previously scheduled overtime shall not constitute a callout.

19.02 Callout Compensation

"Callout" time shall be paid at double time rates of pay. The minimum pay shall be two (2) hours at double time. The callout shall not extend beyond the conclusion of the work necessitating the callout.

ARTICLE 20 STATUTORY HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- | | | |
|----------------|--------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | BC Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |

and, any other day declared or proclaimed as a Statutory Holiday by the Federal, Provincial or Municipal Government.

If by law or decree another day is substituted for the observance of any holiday, the day of observance shall be considered as the holiday insofar as payment for the listed Statutory Holiday is concerned.

20.02

Entitlement

- (a) All employees, except casual employees, shall be entitled to receive pay for all Statutory Holidays falling within their period of employment provided an employee has had thirty (30) continuous calendar days' employment with the Employer. Pages and casuals must have worked eight (8) days in the preceding thirty (30) days prior to the statutory holiday.
- (b) Statutory Holidays falling within five (5) calendar days of a layoff or recall shall be considered to be within an employee's period of employment for purposes of this Article.
- (c) Where the Statutory Holiday is paid by the Workers' Compensation Board there shall be no additional payment.
- (d) An employee shall not be entitled when on a leave of absence without pay in excess of thirty (30) days.

20.03

Pay for Statutory Holiday

- (a) An entitled Regular Full-time employee shall receive a day's pay at their regular basic rate for each of the Statutory Holidays. However, where the Statutory Holiday is observed on a day the employee is not scheduled to work, the Employer shall have the option to grant the employee another day off in lieu thereof, or require them to take it in conjunction with their annual vacation, but in either case the day's pay shall be the sum to which they were entitled on the day the Statutory Holiday was observed.
- (b) All other entitled employees will receive the average daily pay based on a regular five (5) day work week. Example: Twenty (20) hours a week equals four (4) hours of stat pay.
- (c) An eligible employee temporarily employed at a rate of pay higher than their regular basic rate shall be paid, when entitled to pay for a Statutory Holiday, at the higher rate of pay providing they have been continuously employed at the higher rate for at least four (4) days out of their immediately preceding five (5) working days.
- (d) An employee who receives pay for less hours on a Statutory Holiday than would be received if the regular hours had been worked, shall be offered scheduled replacement hours in the first full week that the amount of shorted hours are known. Article 17.10 shall not be applicable to these hours.

20.04 Statutory Holiday During Vacation

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

20.05 Work on a Statutory Holiday

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

ARTICLE 21 VACATIONS

21.01 Length of Vacations

An employee shall accumulate a vacation period based upon years of service as follows:

- (a) Less than one (1) year - an employee who has less than one (1) year's service at the end of the vacation year shall be entitled to one and one-quarter (1¼) working days in each calendar month in which he/she has worked at least half the month (hired before the seventeenth [17th] day), to a maximum of fifteen (15) working days.
- (b) In the second (2nd) year to the fifth (5th) year inclusive, fifteen (15) working days per year.
- (c) In the sixth (6th) year or any year thereafter, twenty (20) working days per year.
- (d) In the thirteenth (13th) year or any year thereafter, twenty-five (25) working days per year.
- (e) In the twentieth year (20th) or any year thereafter, thirty (30) working days per year.
- (f) In the twenty-sixth (26th) year or any year thereafter, thirty-five (35) working days per year.
- (g) In the thirtieth (30th) year of service or any year thereafter, thirty-six (36) working days per year.

The "vacation year" shall mean the period between January 1st and December 31st. The vacation period taken in the current year shall be the vacation entitlement accumulated at December 31st of the previous year.

21.02 Payment for Vacations

- (a) Payment for vacations shall be at the employee's current basic wage rate and shall be on a "continuous" basis by direct deposit.

- (b) For each period consisting of thirty (30) consecutive days an employee is absent from work in the vacation year, there shall be deducted from the vacation pay to which he/she would otherwise be entitled in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident shall be considered as time worked.
- (c) Part-Time employees normally scheduled for nineteen (19) hours or less per week, Temporary employees, Casual employees and Pages shall receive vacation pay on each paycheque at a rate of four percent (4%).
- (d) Regular part-time employees who have completed twelve hundred (1200) hours worked shall receive vacation pay as per the following formula: the number of hours paid per day of vacation shall be calculated by dividing the number of hours worked by the part-time employee in the preceding year by the number of days that a full-time employee would have worked (including statutory holidays) in the same year.

21.03 Vacation Pay Upon Termination

In the event of termination of employment, regular full time and regular part-time employees shall receive six percent (6%) of their total wages earned in the vacation year if they have over one (1) year's service; eight percent (8%) of the said amount if they have over six (6) years' service; ten percent (10%) of the said amount if they have over thirteen (13) years' service; twelve percent (12%) of the said amount if they have over twenty (20) years' service; and fourteen percent (14%) of the said amount if they have over twenty-six (26) years of service.

21.04 Request for Vacation Period

All vacations must be taken at a time satisfactory to the Employer but shall, if the employee makes a request in writing at least thirty (30) days prior to a requested date, be arranged where possible in accordance with the express preference of the employee and shall be approved in writing. Except for a case of an unforeseen Library emergency, once an employee's vacation has been approved it shall not be changed except by mutual agreement.

21.05 Vacation Carry Over

An employee whose vacation entitlement is fifteen (15) working days or more, may carry five (5) of those days over into the succeeding vacation year. A request to carry over five (5) days should be submitted to the Director before December 1st. An employee whose vacation entitlement is twenty (20) working days or more, may carry over ten (10) of those days into the succeeding year. A request to carry over ten (10) days should be submitted to the Director before December 1st.

21.06 Illness or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness, incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate and must be for a minimum period of two (2) continuous days. Travel for bereavement would be related to the employee's location at the time of death.

21.07 Taking Vacation

Vacation entitlement not taken or carried over shall not be paid out. Employees are responsible for making all reasonable efforts to ensure that vacation due in a particular year is either taken or carried over as provided in this Article. Employees with excess vacation at year end must schedule and take this vacation as soon as possible which shall not be later than February 28th.

21.08 Deferred Vacation for Early Retirement

In the FIVE (5) years before expected retirement, a Regular Full-time and Regular Part-time employee with TWELVE (12) or more years' service, shall be allowed vacation carryover for early retirement. Any vacation entitlement in excess of TEN (10) days may be carried over for early retirement. On taking early retirement vacation the employee shall receive continuous pay cheques and full employee benefits. Official retirement day for the purposes of pension and termination shall be on exhausting the deferred vacation. Current year vacation entitlement for the year the Deferred Vacation for Early Retirement - continued employee retires can either be taken as vacation or paid out. Employees shall have the option.

ARTICLE 22 SICK LEAVE (Short Term Disability)

22.01 Period of Disability

"Period of Disability" means the period of time an employee is absent from work under the terms of this Agreement with or without pay, by virtue of being sick or disabled, exposed to a contagious disease, or under treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must make every reasonable attempt to notify his/her supervisor of an absence due to illness before the commencement of an employee's regular shift.

22.02 Sick Leave Payment

The Employer agrees that it shall for all employees who work exclusively for the Employer, and for a minimum of twenty (20) normally scheduled hours a week (extra shifts excluded), and who have completed three (3) months' continuous employment at or over twenty (20) scheduled hours per week:

- (a)
- (i) Pay all qualifying employees full pay at the employee's regular basic rate commencing with the first working day of disability due to hospitalization as an in-patient, up to a maximum of ninety (90) working days pay; or as an outpatient for non-elective day surgery requiring spinal or general anaesthetic. Upon request the employee shall provide verification to the satisfaction of the Employer.
 - (ii) For Regular Full Time employees, pay the employee full pay at the employee's regular basic rate commencing with the eleventh (11th) working hour of disability, up to a maximum of ninety (90) working days pay;
 - (iii) For eligible Regular Part-time employees, (an employee working on a regular basis for twenty (20) or more hours per week) pay the employee full pay at the employee's regular basic rate commencing with the tenth (10th) working hour of disability, up to a maximum of ninety (90) working days pay;
- (b) On January 1st of each year, eligible Regular Employees actively at work, shall receive banked time as follows (employees on vacation, banked time absences are considered "actively at work"):
- (i) Regular Full Time employees – twenty-one (21) hours
 - (ii) Eligible Regular Part Time employees (an employee working on a regular basis for twenty (20) or more hours per week) eighteen (18) hours
 - (iii) Employees who become eligible after January 1st, or who return to "actively at work" status, shall receive banked time as follows:
 - Full allotment on becoming eligible or active in the first quarter
 - Two-thirds (2/3) allotment on becoming eligible or active in the second quarter
 - One-third (1/3) allotment on becoming eligible or active in the third quarter.
- (c) Where the absence is due to a disability the employee shall, if requested, furnish the Employer with proof to its satisfaction that he/she was and/or is totally disabled and is prevented continuously from performing any and every duty of any occupation, and thereafter shall provide the same during the period of disability as and when requested by the Employer, and failure to do so shall result in the stopping of the payment of wages. Charges for the doctor's notes will be paid for by the employer.

- (d) Where the absence is due to an accident or injury while in the employment of the Employer, and is compensable by the Workers' Compensation Board, the employee shall, as a condition of receiving benefits under this Article, turn over to the Employer all compensations received from the Board.
- (e) Where an employee, within fourteen (14) days after returning to work following a disability in respect of which benefits are payable under this Article, again becomes disabled due to the same or related cause or causes, the later disability shall be deemed to be a continuance of the previous disability for the purpose of determining the maximum benefits payable.
- (f) When the Employer requires an employee to produce medical proof of disability or illness, such cost not covered by medical insurance, shall be borne by the Employer.
- (g) If an employee on Sick Leave is absent for more than one (1) day from their community of residence for other than medically necessary reasons, the time out of the community shall be unpaid sick leave. Employees on sick leave shall notify the Library Director in advance of absences from the Community. This leave can be taken as either vacation, banked-time or unpaid leave of absence at the employee's option.

22.03 Disabilities Not Eligible for Payment

Benefits are not payable under the following situations:

- (a) Disability resulting from wilfully self-inflicted injury or from an attempt at self-destruction.
- (b) Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician or on referral from a licensed physician as an inpatient at a recognized treatment centre.
- (c) Where the absence is a result of injury incurred in employment for an employer other than the Employer.
- (d) In respect of disabilities resulting from pregnancy:
 - (i) During the period commencing with the tenth (10th) week prior to the expected week of birth and ending with the sixth (6th) week after the week of birth.
 - (ii) During any period of formal maternity leave taken by the employee pursuant to Provincial or Federal law, or pursuant to mutual agreement between the employee and the Employer.
 - (iii) During any period for which the employee is paid Employment Insurance Maternity benefits.

- (e) In respect of disabilities resulting in elective or voluntary medical procedures, unless such medical procedures are performed as a result of an illness or accident or for complications resulting from such elective or voluntary medical procedures, or unless certified as necessary for health reasons by a medical practitioner.

22.04

Continuing Disability

- (a) After an employee has been paid the maximum of one hundred and thirty-five (135) calendar days provided for in Article 22.02 (a), the employee shall be considered to be on medical layoff. All benefit plans, including recall rights, shall be continued for a further one hundred and thirty-five (135) calendar days. If after one hundred and thirty-five (135) calendar days on medical layoff the employee is still unable to work in his/her established position, the employee, notwithstanding any other provision herein contained, may be terminated, except if, in the opinion of two (2) medical doctors licensed to practice in the Province of BC, the employee shall recover and be capable of resuming their job within two (2) years of the end of the second one hundred and thirty-five (135) calendar days.
- (b) No employee shall be terminated while in receipt of benefits under this Article, or while receiving compensation from the Workers' Compensation Board as a result of an injury or sickness arising out of his/her employment with the Employer, or while in receipt of sick benefits from the Employment Insurance Commission or while awaiting for LTD benefits to commence. Provided, however, that where an employee is unable to return to work because of a compensable illness or injury and has been granted a pension by the Workers' Compensation Board, his/her employment with the Employer shall be considered terminated and all Employer benefits shall cease as from the effective date of the pension.
- (c) Absence due to sickness or disability resulting from an accident not covered under Article 22.02 shall not in itself constitute a cause for discharge of an employee, provided it is possible for such employee, in the opinion of two (2) medical practitioners licensed to practice in the Province of British Columbia, to return to work within three (3) months of such sickness or disability, and to carry on his/her regular duties in the services of the Employer.
- (d) If an employee is eligible to apply for WCB benefits but declines to apply or refuses WCB benefits, then any sick leave shall be paid at sixty percent (60%). If the employee receives a wage loss settlement from ICBC, for the accident or injury that happens on the job, the Employer shall be reimbursed.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Negotiation Pay Provision

Up to three (3) representatives of the Union for the purpose of negotiating in order to carry on collective bargaining, pursuant to the provisions of the BC Labour Relations Code, shall not suffer any loss of pay or benefits for the time involved in such negotiations with the Employer.

23.02 No Loss of Pay When Confering with Director

Up to two (2) representatives to confer with the Director regarding Union matters arising out of this Agreement, other than matters at arbitration stage, shall not suffer any loss of pay or benefits for the time involved in such grievance procedures.

23.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, executive and Committee meetings of Canadian Union of Public Employees, it's affiliated or chartered bodies and any labour organizations with which the Union is affiliated, may be allowed leave of absence without pay, but without loss of benefits. Such leave shall not be unreasonably withheld.

23.04 Leave of Absence for Full-Time Union Duties

An employee who is elected to a fulltime position of the Union or the Canadian Union of Public Employees shall be granted leave of absence without pay for a period of up to one (1) year. The Employer may, if requested by the Union in writing, extend the leave of absence for a further one (1) year.

23.05 Arrangement for Pay During Leave of Absence for Union Duties

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union duties. However, the Union shall reimburse the Employer for all such pay and benefits during the period of absence.

23.06 Paid Bereavement Leave

- (a) An employee shall be granted three (3) days' leave of absence without loss of wages or benefits on the death of a member of the employee's immediate family. Additional leave with pay up to two (2) days, as required, shall be granted when travel is required. Travel days shall apply to distances beyond Kitimat/Terrace.
- (b) Immediate family shall mean spouse (including same sex and common law), fiancé(e), children (including stepchildren or legal ward of the employee), grandchildren, parents (including stepparents), grandparents, brothers and sisters of the employee, and parents (including stepparents) of the employee's spouse (including same sex and common law), brother-in-laws and sister-in-laws.

23.07 Paid Jury or Court Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as Juror, or Witness in any Court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury services or Court Witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court Witness in any matter arising out of his/her employment shall be considered as time worked at the regular rate of pay.

23.08 Pallbearer's Leave

One-half (1/2) day leave shall be granted without loss of pay to attend a funeral as a Pallbearer.

23.09 Maternity/Parental Leave

An employee shall have the right, upon written request, to leave of absence for pregnancy on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of twelve (12) months at the employee's option. The employee shall notify the Employer at least two (2) weeks prior to returning to the job. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary. Upon return to work, the employee shall be credited with up to twelve (12) months seniority benefits and wage increments to which she would have been entitled had the leave not taken place. The Employer shall continue to provide coverage and pay its share of premiums for all the employee benefits while on maternity/parental leave for up to twelve (12) months. When a doctor certifies that due to the nature of her job a pregnant employee should stop working, such an employee shall be granted extraordinary maternity/parental leave provided the requested leave is within four (4) months of the expected date of delivery. When extraordinary leave is taken, maternity/parental leave following the birth shall be limited to eight (8) months.
- (b) If during the maternity/parental leave or prior to taking leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of maternity/parental leave, the employee shall be considered on unpaid leave of absence for up to an additional six (6) months. The employee may elect to continue paying the premiums for the benefit plans for the period of leave of absence. Seniority does not accumulate during this leave. Upon conclusion of this leave, the Employer shall endeavour to place the employee in a job consistent with her qualifications and seniority which does not result in the layoff or demotion of another employee.

- (c) When an employee gives birth before a request for maternity/parental leave is made, maternity/parental leave shall be deemed to have started on the day of the birth.
- (d) A birth father shall be eligible for up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of the birth.

23.10 Adoption Leave

The period of leave and other conditions in the Maternity/Parental Leave Article apply when an employee requests in writing Adoption Leave.

23.11 General Leave

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

23.12 Leave for Public Duties

The Employer recognizes the right of employees to run for public office. Upon written request to the Director, an employee shall be granted up to three months leave of absence without pay to be a candidate for a full-time office as an MP or MLA. On being elected, and upon written request to the Director, the employee shall be granted an indefinite leave of absence without pay or benefits for a period of up to five (5) years or until a subsequent election is held - whichever period is longer.

23.13 Leave for Medical and Dental Appointments

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

23.14 Family Responsibility Leave

All employees are entitled to up to five (5) days unpaid Family Responsibility Leave per year in accordance with the rules of the Employment Standards Act.

An excerpt from the Employment Standards Act providing details of this leave appears at the back of the Collective Agreement as Appendix "A".

23.15 Compassionate Care Leave

Employees shall be eligible for leave without pay to care for a terminally ill family member in accordance with the Employment Standards Act.

An excerpt from the Employment Standards Act providing details of this leave appears at the back of the Collective Agreement as Appendix "A".

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Paydays

- (a) The Employer shall pay wages bi-weekly (Friday), in accordance with Schedule "A" attached hereto and forming part of this Agreement, for wages earned up to and including the previous Saturday. On each payday each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. Employees' statements shall be available at the Library by 4:00 p.m. on payday. An employee's pay shall be deposited by direct deposit before 4:00 p.m. on payday.
- (b) Notwithstanding anything contained herein, it is agreed that the Employer may vary the procedure for payment of wages to meet the requirements and/or limitations of computer processing and preparation of payroll cheques.

24.02 Pay on Termination

Employees shall be paid as soon as possible after termination, or arrangements may be made for the paycheques to be mailed.

24.03 Pay on Promotion

- (a) An employee promoted to a higher paying position shall receive the rate for the new position. When the new position carries a wage range, the employee shall receive the wage next higher than his/her previous wage.
- (b) When the promotion is to a position which carries a wage range and the employee has served six (6) months in the position he/she was promoted to, he/she shall, no later than six (6) months after the date of promotion, advance to the next step level above that in which he/she entered the new position.

24.04 Pay on Temporary Assignment

(a) Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the rate for the job. When that position carries a wage range, he/she shall receive the rate next higher than his/her previous rate. An employee relieving in a position carrying a wage range shall qualify for the higher rate for all hours worked after having worked more than one (1) day.

In the event that an employee is required to work for a prolonged period in a higher rated job (including acting librarian) the employee shall have the option of accumulating the pay difference to be taken as time off at a mutually agreed time or receiving the increase as regular pay.

(b) Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

24.05 Use of Personal Automobile

An employee who agrees to use his/her personal automobile for Employer business shall be paid an allowance equal to that paid by the District of Kitimat. The Employer shall pay the amount of the insurance deductible in the event of an accident while on Employer business to the maximum of two hundred and fifty dollars (\$250).

ARTICLE 25 JOB EVALUATION

25.01 New Classification

The Employer may institute new job classifications. Notice of any new classifications, including the pay rate plus a job description, shall be provided to the Union in writing at least two (2) weeks in advance of the institution of the new job. Such wage rates, which shall be determined by the Employer, shall then be subject to confirmation or amendment by negotiation between the Employer and the Union, and if agreement cannot be reached, the Union shall have the right to submit the matter to arbitration. The Union agrees to respond in writing within one (1) month of the date of the letter notifying the Union of the new job classification(s), the date of institution and the pay established, and failure to do so shall mean acceptance of the Employer's advice on this matter.

25.02 Request for Review

The Union or the Employer may request the review of an employee's classification where, in the opinion of either of them, there has been a substantial change in his/her job content relative to other employees' jobs in the same classification. Such requests shall be in writing and the review shall be carried out between the Employer and the Union. If agreement cannot be reached, either party may refer the matter to arbitration.

25.03 Red Circle

Whenever there is a reduction in the wage rate as a result of the review of a job, the Employer agrees that an employee with seniority incumbent in such job shall not suffer any reduction in pay as long as he/she remains on the job. Such an employee shall be considered to have a "red circle" rate and shall not receive a wage increase until the basic wage rate for the job exceeds his/her "red circle" rate.

ARTICLE 26 EMPLOYEE BENEFIT PLANS

26.01 Employer to Provide Benefit Plans

- (a) The Employer agrees to maintain the following Employee Benefit Plans, as long as it is within its power to do so, for all employees who are classified as "Regular Full-time" and "Regular Part-time" who work for a minimum of twenty (20) normally scheduled hours a week (extra shifts and temporary positions excluded) and have completed at least three (3) months' continuous employment at or over twenty (20) scheduled hours per week unless otherwise specified.

Upon becoming eligible to participate in the Plans, an employee shall be enrolled either on the date the employee became eligible or no later than the first day of the next month as determined by the carrier of each Plan. Benefits shall be as specified by each Plan's rules and regulations.

- (b) Participation in the Employee Benefit Plans listed herein shall be mandatory for all employees eligible.
- (c) Unless otherwise specified, the Employer shall pay one hundred percent (100%) of the premiums or costs involved.
- (d) The Employer shall continue to maintain and pay its share of the premiums for the Employee Benefit Plans for an employee under the following circumstances:
- (i) While in receipt of Workers' Compensation benefits, up to one hundred and eighty (180) working days, after which the employee may elect to continue coverage for the Medical Services Plan (MSP) and Pacific Blue Cross at the expense of the employee.
 - (ii) While on a period of disability, as defined in Article 22.01, up to one hundred and eighty (180) working days, after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross plans, at the expense of the employee, so long as the carriers of the Plans shall permit such continuance.
 - (iii) While on a temporary layoff of up to one (1) month beyond the month in which the layoff occurred, after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross plans, so long as the employee retains recall rights, but at the expense of the employee, and further that the carriers of the Plans shall permit such continuance.
- (e) The Employer agrees to maintain coverage for employees in the District of Kitimat's Employee and Family Assistance Plan, so long as it is within the Employer's power to do so.

26.02 Health Plans

The Employer agrees to maintain the following plans:

- (a) BC Government Medical Plan, to become effective on the first day of the month following the date of hiring.
- (b) Pacific Blue Cross Extended Health Benefit Plan at ninety percent (90%) coverage.
 - (i) Hearing aid maximum per ear at one thousand seven hundred and fifty dollars (\$1750) over a two (2) year period.
 - (ii) Adult custom made foot orthotics to a maximum of eight hundred dollars (\$800) every twenty four (24) months. For dependents under age sixteen (16) years, custom made foot orthotics and arch supports to a maximum of five hundred dollars (\$500) every twelve (12) months.
 - (iii) Smoking cessation aids prescribed by a medical doctor licensed by the British Columbia College of Physicians and Surgeons, three hundred and seventy-five (\$375) annually to a lifetime maximum of seven hundred and fifty dollars (\$750).
 - (iv) Chiropractic/naturopathic to a maximum of nine hundred dollars (\$900) annually.
 - (v) Psychologists to a maximum of one thousand dollars (\$1000) annually.
 - (vi) Acupuncture treatments to a maximum of nine hundred dollars (\$900) annually.
 - (vii) Podiatrist yearly maximum six hundred dollars (\$600).
 - (viii) Speech therapist yearly maximum two thousand dollars (\$2000).
 - (ix) Physiotherapist or massage therapist yearly maximum one thousand dollars (\$1000).
 - (x) Orthopedic shoes yearly maximum of six hundred dollars (\$600) for adults and six hundred dollars (\$600) for dependent child.
 - (xi) Lifetime limit five hundred thousand dollars (\$500,000) not retroactive to former employees.
- (c) The Dental Plan shall provide:
 - (i) one hundred percent (100%) coverage on type "A" expenses,
 - (ii) seventy percent (70%) coverage on type "B" expenses, and
 - (iii) sixty-five percent (65%) coverage on type "C" expenses.
 - (iv) Maximum Orthodontic coverage is five thousand dollars (\$5000) and to include white fillings.
- (d) Travel Allowance Supplement. (This is a Plan that provides for the same conditions as the Pacific Blue Cross Travel Plan.)
 - (i) Pacific Blue Cross maximum accommodation allowance is one hundred sixty dollars (\$160) per night from October 16th to April 14th and one hundred ninety five dollars (\$195) from April 15th to October 15th (Sports Medicine Clinic and G.F. Strong are eligible for medical travel if criteria of accessing a specialist or service not

available locally is met.) The allowance for lodging in facilities, such as Heather House, shall be one thousand two hundred dollars (\$1200).

- (ii) Medical Travel Plan to include reconstructive jaw surgery.
- (iii) Medical travel ground transportation (taxi, bus, rental car, or limo) to a maximum of ninety dollars (\$90) per trip.
- (e) Eyeglasses and contact lens coverage of up to five hundred and fifty dollars (\$550) per family member every two (2) years, and one hundred and ten dollars (\$110) for eye examination per family member every two (2) years. (This is a Plan that provides for the same conditions as the Pacific Blue Cross Vision Plan.) Laser eye surgery, to correct vision, may be substituted once in lieu of eyeglasses and examination claims – maximum six hundred dollars (\$600) for a two (2) year period per family member.
- (f) The Employer shall introduce and maintain a Prescription Drug Card, as long as it is within its power to do so, for all eligible employees.
- (g) New Birth Control coverage of up to three hundred dollars (\$300) per year each for both oral and non-oral contraceptives.
- (h) Coverage for the full cost of all vaccinations (eg. Hepatitis, Shingles and Travel).
- (i) Wigs and hairpieces required as a result of medical treatment, injury, alopecia, to a maximum of one thousand dollars (\$1000).

26.03 Group Insurance

The Employer agrees to maintain a Group Life Insurance Plan with a basic coverage of one hundred and twenty-five thousand dollars (\$125,000). The Plan shall also provide an optional amount of coverage to a maximum of another two hundred fifty thousand dollars (\$250,000) but this optional coverage shall be at the total expense of the employee. The Plan shall further provide optional coverage for the employee's spouse, if the carrier shall allow such coverage, to a maximum of two hundred thousand dollars (\$200,000) but this optional coverage shall be at the total expense of the employee.

26.04 Accidental Death and Dismemberment

Insurance to be consistent with the Employer's current coverage.

26.05 Long Term Disability Plan

- (a) The Union shall institute a Long Term Disability Plan, determine the carrier and determine the Plan's terms and conditions.
- (b) All Regular Full-time and Regular Part-time employees shall enrol in the Plan as a condition of employment as determined by the Union and the carrier.

- (c) The premiums of the Long Term Disability Plan shall be paid by the employees through payroll deduction.
- (d) The Employer agrees to provide administration of the Long Term Disability Plan, including but not limited to having the employees sign the deduction authorization, enrolling the employees in the Plan, deducting the premium, forwarding the premiums and completing such regular reports as the carrier may require. These regular reports shall be available for inspection by the Union on request.
- (e) Employee Benefits payable under the terms of the Collective Agreement shall be continued to expiry (maximum one hundred eighty [180] working days) unless such benefits are provided by the Long Term Disability Plan.

26.06 Municipal Pension Plan

Regular Full-time employees shall, upon completion of their probationary period, participate in the pension plan under the terms of the Municipal Pension Plan.

26.07 MSP/Pacific Blue Cross Extended Health for Retiring Employees

The Employer shall pay the premiums for MSP and Pacific Blue Cross Extended Health for retiring employees from the date of retirement to the end of the calendar month following retirement.

26.08 Pay In-Lieu of Benefits

Part-time employees that are normally scheduled for nineteen (19) hours or less per week and that have completed twelve hundred (1200) hours worked, shall receive two percent (2%) on straight time hours in lieu of benefits.

Such employees that are the successful applicant for a Temporary posting under Article 15.01 (with a duration minimum of eight (8) weeks) shall receive four percent (4%) on straight time hours worked for the duration of the Temporary position in lieu of benefits.

26.09 Dependants to Continue with Benefits

Upon the death of an employee, any dependents enrolled in the benefits of Article 26.02 shall continue to be enrolled for a period of twelve (12) months.

ARTICLE 27 SAFETY AND HEALTH

27.01 Pay for Injured Employees

If an employee is injured on the job, the Employer shall maintain his/her earnings throughout the day of injury. An employee returning to work after time off due to an accident on the job recognized as a compensable claim by the Workers' Compensation Board, may have, upon request, time off without loss of pay at his/her regular rate to take necessary medically approved physiotherapy treatment, if he/she is unable to obtain reimbursement for such time off from the Workers' Compensation Board or any other source.

27.02 Working Alone

No employee shall be required to work alone while the library is open to the public.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 Definition

Technological change means:

- (a) The introduction by the Employer into its work, undertaking or service of equipment or material of a different nature or kind than previously used by the Employer in that work, undertaking or service; or
- (b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or service that is related to the introduction of that equipment or material.
- (c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02 Terms

Where the Employer introduces or intends to introduce a technological change, the following conditions shall apply:

- (a) An employee shall not be laid off or denied recall as a consequence of the introduction of technological change.
- (b) An employee who is directly affected by technological change and requires new or greater skills shall receive priority for new training to maintain his/her job security with the Employer. Such training shall be at the expense of the Employer and there shall be no reduction in pay.
- (c) An employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

28.03 Severance Pay

An employee who is demoted or whose job classification is devalued as a direct consequence of technological change, may elect to terminate his/her employment with the Employer and receive severance pay. The employee must notify the Employer of choosing severance pay within three (3) months of the job change taking place.

- (a) Less than three (3) years' service at the time of choosing severance:
 - One (1) week's current pay for each year of service or major part thereof.

- (b) Three (3) or more years' service at the time of choosing severance:
 - for the first (1st) year of service, three (3) weeks' current pay;
 - for the second (2nd) year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

ARTICLE 29 CONTRACTING OUT

29.01 Contracting Out Conditions

Where the Employer introduces or intends to introduce contracting out of any work or services, the following conditions shall apply:

- (a) An Employee shall not be laid off or denied recall as a consequence of the introduction of contracting out.
- (b) An Employee who is directly affected by contracting out and requires new or greater skills shall receive priority for new training to maintain his/her job security with the Employer. Such training shall be at the expense of the Employer and there shall be no reduction in pay.
- (c) An Employee who is demoted or whose job classification is devalued as a consequence of contracting out, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

29.02 Severance Pay

An Employee who is demoted or whose job classification is devalued as a direct consequence of contracting out, may elect to terminate his/her employment with the Employer and receive severance pay. The employee must notify the Employer of choosing severance pay within three (3) months of the job change taking place.

- (a) Less than three (3) years' service at the time of choosing severance:
 - One (1) week's current pay for each year of service or major part thereof.
- (b) Three (3) or more years' service at the time of choosing severance:
 - for the first (1st) year of service, three (3) weeks' current pay;
 - for the second (2nd) year of service, three (3) weeks' current pay;
 - for each year thereafter, one-half (1/2) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

29.03 Notification

When considering contracting out a major function which normally is done by members of the bargaining unit, the Union shall be advised in writing of the Employer's intention or consideration of such action.

ARTICLE 30 GENERAL CONDITIONS

30.01 Employee Records

An employee, upon providing reasonable notice to the Director or his/her designate, shall be granted access to his/her personnel file, within a reasonable time. Employees shall be permitted to insert written, signed, and dated comments regarding information contained in their files.

30.02 Chain of Command

Employees shall be required to act only on directions made under the direct or delegated authority of the Director.

30.03 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

30.04 Union Label

The Union shall have the right to display the Union label on the Library building, provided that the number and location of these labels is subject to mutual agreement before the label or labels are placed on any building.

30.05 Printing of Agreement

The Employer and the Union agree that each party shall be responsible for the costs of printing of the Collective Agreement for their respective Principals, except new employees as per Article 5.03 of which the costs shall be borne by the Employer.

30.06 Union Activities

Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours. The Union shall use its own stationary and supplies. Printing and photocopying shall apply at the same rate as for public use (excluding collective agreements).

30.07 Attendance at Conferences

- (a) Prior to an employee agreeing to attend a conference or workshop, the Employer shall advise the employee, in writing, which costs shall be borne by the Employer and wages to be paid.
- (b) Should an employee agree to use his/her personal vehicle for transportation to an out-of-town event, the Employer shall reimburse the cost of any required additional insurance coverage provided the amount is confirmed and agreed to prior to travel.

30.08 Municipal Pension Plan - Buyback

Subject to the rules of the Pension Corporation, the Employer agrees to participate in the buy back of an employee’s probation period to a maximum of one (1) year subject to the following:

- (a) the employee is currently employed in the Library and has completed four and a half (4½) years of service;
- (b) the cost of the buyback shall be shared fifty (50%) by the employee and fifty (50%) by the employer.

30.09 Indemnification

The Employer will maintain an indemnification policy covering all employees.

ARTICLE 31 GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 32 TERM OF AGREEMENT

32.01 Term of Agreement

This Agreement shall take effect from March 1, 2018 and shall remain in effect until February 28, 2021 and shall be automatically renewed annually thereafter unless either party hereto shall give notice pursuant to the Labour Relations Code of British Columbia requiring the other party to commence collective bargaining. During the period of negotiations, this Agreement shall remain in full force and effect.

32.02 Retroactivity

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the said parties have hereunto affixed their seal in the presence of their duly authorized officers in that behalf this _____ day of _____, 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

SCHEDULE "A"

| | March 1, 2017 | March 1, 2018 | March 1, 2019 | March 1, 2020 |
|---|------------------|------------------|------------------|------------------|
| Rate of Increase | | 3.00% | 2.50% | 2.50% |
| Library Assistant III | | | | |
| Start (Step 1) | \$29.11 | \$29.98 | \$30.73 | \$31.50 |
| 1,000 hours (Step 2) | \$30.85 | \$31.78 | \$32.57 | \$33.38 |
| 2,000 hours (Step 3) | \$31.74 | \$32.69 | \$33.51 | \$34.35 |
| 3,000 hours (Step 4) | \$32.57 | \$33.55 | \$34.39 | \$35.25 |
| 4,000 hours (Step 5) | \$33.45 | \$34.45 | \$35.31 | \$36.19 |
| Library Assistant II | | | | |
| Start (Step 1) | \$27.90 | \$28.74 | \$29.46 | \$30.20 |
| 1,000 hours (Step 2) | \$29.49 | \$30.37 | \$31.13 | \$31.91 |
| 2,000 hours (Step 3) | \$30.27 | \$31.18 | \$31.96 | \$32.76 |
| 3,000 hours (Step 4) | \$31.02 | \$31.95 | \$32.75 | \$33.57 |
| 4,000 hours (Step 5) | \$31.89 | \$32.85 | \$33.67 | \$34.51 |
| Library Assistant I (Casual) | \$22.17 | \$25.00 | \$25.63 | \$26.27 |
| Page | \$13.21 | \$13.61 | \$13.95 | \$14.30 |

Letter of Intent #1

RE: Use of the Director for Work of the Bargaining Unit

The Kitimat Public Library Association does not intend to use the Director for scheduled shifts, vacation relief shifts or sick leave relief shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit.

The Kitimat Public Library Association does not intend to use the Director for scheduled shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit to avoid filling regular ongoing vacancies resulting from normal staff turnover.

The Kitimat Public Library Association does not intend to use the Director for scheduled shifts on an ongoing basis for work normally performed by a person in the Bargaining Unit to avoid posting regular ongoing vacancies arising from an expansion in Library hours.

SIGNED THIS _____ DAY OF _____, 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

Letter of Intent #2

Re: Staff Training & Development

The Employer is committed to training and upgrading of its employees. Where possible, funds will be allocated in the budget each year to offset these costs. Subject to prior approval of the Director, appropriate course tuition will be reimbursed after successful completion.

SIGNED THIS _____ DAY OF _____, 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

LETTER OF AGREEMENT #1

between
KITIMAT PUBLIC LIBRARY ASSOCIATION
and
CUPE LOCAL 707

RE: NO HARASSMENT/RESPECT IN THE WORKPLACE

The Kitimat Public Library Association and the Canadian Union of Public Employees, Local 707, jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this collective agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- age
- nationality
- political belief, association or activity
- religion or creed
- family status
- sex, including pregnancy
- marital status
- source of income
- physical or mental disability
- place of residence
- membership or activity in a union

Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display that belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the BC Human Rights Code shall also apply.

Some examples of harassment are:

- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicitly or intimidating;
- leering or other gestures;

- unnecessary physical contact such as touching, patting, pinching or punching; and physical assault.

WHAT TO DO:

If an employee believes that they have been harassed, an employee should:

- tell the alleged harasser to stop;
- document the event(s) complete with the time, date, location, names of witnesses and details for each event

If harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should:

Immediately report verbally or in writing the harassment to the appropriate supervisor and/or union representative.

Upon receipt of any verbal or written complaint the supervisor shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The supervisor must maintain written notes of their actions.

KITIMAT PUBLIC LIBRARY ASSOCIATION

The Employer will conduct an investigation outlined in the investigative process.

INVESTIGATION PROCESS

The complainant's allegation(s) must be explored in detail. All relevant facts, dates, locations, conversation, gestures, written or printed materials and names of potential witnesses should be documented. A formal written statement should be taken from the complainant and the alleged harasser.

The complainant and the alleged harasser, and any witnesses or co-workers interviewed, should be advised of the following:

- (a) They have the right to have a representative present.
- (b) There is a need to maintain a safe, harassment-free work environment while the investigation takes place.

In cases of harassment, the individual has the right to request, through the investigator, to discontinue contact with the alleged harasser without any penalty, pending determination of the investigation under this Letter. Such request shall not be unreasonably withheld. In cases where harassment may result in a change of shift where possible, it shall be the alleged harasser who is affected. The individual who is harassed will not have their shift changed against their will.

- (c) If the allegations are substantiated, appropriate disciplinary action in accordance with Article 12 may be taken.
- (d) The investigation of the complaint is to be treated in a confidential manner.
- (e) Various counseling services are available to them through the Employee Assistance Program.
- (f) Both the complainant and the alleged harasser should be advised that the harassment complaint may be recorded in the harasser's file if the complaint is substantiated. The record will include remedial action taken. There will be no record on the complainant's file unless the complaint was determined to be malicious or vexatious and resulted in disciplinary action (to the complainant).
- (g) Both the complainant and the alleged harasser should be advised that these procedures do not preclude exercising their rights under the collective agreement and/or BC Human Rights Code.

The alleged harasser has the right to be advised of the substance of the complaint and given an opportunity to respond.

Where reasonable, any witness(es) identified by the complainant and the alleged harasser may be interviewed and formal written statements should be taken. Co-workers may also be interviewed.

The investigator should establish whether or not there is a past history of harassing conduct by the alleged harasser towards either the complainant or other employees.

Both the complainant and the alleged harasser should be kept informed throughout the process.

Where reasonable, the investigator should re-interview any or all the employees as new facts or questions surface. Any written statements should be added to their original statement.

The Investigator shall prepare a written report to the Employer, which should contain:

- the findings on the allegation of harassment;
- recommended disciplinary action, if any;
- any other recommendations designed to ensure harassment does not recur in the workplace.

The report may also include some or all of the following:

- background in chronological order (past to present);
- facts from interviews with the alleged harasser and witnesses; corroborative evidence for the complainant and the alleged harasser;
- the alleged harasser's previous record of discipline for harassment;
- all relevant statements and documents.

The Employer shall meet with the complainant and the alleged harasser after the investigation in order to:

- explain the disposition of the complaint;
- advise the complainant that no record of the complaint will be made in their file;
- explain what steps are being taken to ensure a harassment-free environment;
- identify any ongoing concerns the complainant or alleged harasser may have.

A report on the outcome of the investigation will be forwarded to the Union.

SIGNED THIS _____ DAY OF _____, 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

LETTER OF AGREEMENT #2

between

KITIMAT PUBLIC LIBRARY ASSOCIATION

and

CUPE LOCAL 707

RE: STUDENT EMPLOYMENT PROGRAM

The Union shall approve Student Employment Programs on a program-by-program basis providing the following criteria are met:

1. All participating employees shall be covered by the terms of the Collective Agreement.
2. For the term of the agreement the rates shall be the same as those for the District of Kitimat and CAW Local 2300, Youth Employment Program.
3. Hiring student employees shall not result in the layoff or reduction of hours of any employee covered by this Agreement.
4. Any employee having the right of recall shall be recalled before student employees are used.

SIGNED THIS _____ DAY OF _____ 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

LETTER OF UNDERSTANDING #3

between
KITIMAT PUBLIC LIBRARY ASSOCIATION
and
CUPE LOCAL 707

RE: SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

The Library agrees to establish and administer a Supplemental Employment Benefits Plan as follows:

1. The object of the Plan is to supplement employment insurance benefits received by eligible employees for temporary unemployment caused by pregnancy and childbirth.
2. The Plan shall cover all employees represented by CUPE Local 707 who meet the requirements for sick leave under the Collective Agreement.
3. The Plan shall provide supplemental employment insurance benefits for the period the employee is on maternity leave and concurrently has applied for and is eligible to receive maternity employment insurance benefits (including the employment insurance waiting period).
4. The maximum period covered by the plan shall be the shortest of: the period of maternity leave; the period of employment insurance eligibility (including a two (2) week waiting period); or seventeen (17) weeks.
5. The Library will pay ninety-five percent (95%) of the employee's normal, regular weekly earnings for a two (2) week employment insurance waiting period.
6. For those weeks the employee receives employment insurance maternity benefits, the Library will pay the difference between the amount of the EI benefits plus other earnings received by the employee and ninety-five percent (95%) of the employee's normal, regular weekly earnings.
7. If the employee's weekly earnings from any other source(s) reduces the employee's entitlement to EI benefits, the Library may reduce its benefit payment to the employee under the plan by a corresponding amount.
8. Employees disentitled or disqualified from receiving EI benefits are not eligible for benefits under the plan.
9. Where a pregnancy terminates, the employee will be eligible for SUB benefits as if they are on maternity leave. If the employee cannot qualify for SUB benefits, sick leave qualifying and payments shall apply in the normal manner.
10. The plan shall remain in force subject to renegotiation by the parties.

SIGNED THIS _____ DAY OF _____ 2018.

KITIMAT PUBLIC LIBRARY
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 707

APPENDIX "A"

Information on Family Responsibility Leave and Compassionate Care Leave

The following excerpts from the Employment Standards Act provides the details of these leaves:

Family Responsibility Leave

- 52 An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave

- 52.1 (1) In this section, "family member" means
- (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty six (26) weeks, or such other period as may be prescribed, after
- (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first (1st) day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
- (a) the family member dies;
 - (b) the expiration of twenty six (26) weeks or other prescribed period from the date the leave began.
- (6) A leave taken under this section must be taken in units of one (1) or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.