

Collective Agreement between
Fraser Valley Regional Library and
Canadian Union of Public Employees Local 1698

January 1, 2023 to December 31, 2024



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THIS AGREEMENT MADE AND ENTERED INTO

BETWEEN:

FRASER VALLEY REGIONAL LIBRARY
(Hereinafter called the "Employer"),

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1698, Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, (Hereinafter called the "Union"),

PARTY OF THE SECOND PART

ARTICLE 1

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

1.01 Harmonious Relationships

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;

1.02 Mutual Value

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;

1.03 Efficiency of Operation

To strive for efficiency in operation;

1.04 Promote Welfare, Well Being and Security

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

ARTICLE 2 - DEFINITIONS

2.01 Employee

“Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code.

2.02 Probationary Employee

“Probationary Employee” shall mean a person serving a probationary period in accordance with Article 10.04.

2.03 Regular Employee

“Regular Employee” shall mean an employee, full or part-time, who having successfully completed a probation period, is confirmed in a permanent position.

2.04 Regular Employees - Benefits

“Regular Employees” and regular employees on probation shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise provided.

2.05 Casual Employees

- (a) “Casual Employee” is an employee who does not have any regularly scheduled hours but who is called in to work from time to time as required. A casual employee remains a casual employee when filling a temporary vacancy.
- (b) Casual Employees shall receive an amount equal to a percentage of their total earnings in lieu of annual vacations, sick leave, medical benefits, group insurance benefits, group dental plan, retirement bonus, General Holidays and compassionate leave.
 - (1) Fourteen percent (14%) upon date of hire
 - (2) Sixteen percent (16%) at the beginning of the pay period following the completion of one thousand eight hundred and twenty (1820) hours worked.
- (c) Seniority shall be calculated from the date on which the employee was first hired.
- (d) The Employer shall **offer shifts to** casual Employees in order of seniority when filling shifts.

2.06 Subsidized Temporary Employee

- (a) “Subsidized Temporary Employee” is an employee employed by the Employer pursuant to Federal or Provincial Government employment programs or projects for a period not exceeding six (6) calendar months. Such period of time may be extended for up to a further six (6) calendar months with mutual consent of both Parties.

- (b) Rates of pay and working conditions shall be in accordance with the Collective Agreement except that subsidized temporary employees shall receive an amount equal to fourteen percent (14%) of their total earnings in lieu of annual vacations, sick leave, medical benefits, group insurance benefits, group dental plan, retirement bonus, General Holidays and compassionate leave.
- (c) No temporary employee hired under such a funding program shall replace an employee who is a member of the bargaining unit or perform the work of an employee who is on the recall list.

2.07 Page

- (a) "Page" is an employee currently enrolled in a high school program or a program at a recognized post-secondary institution.
- (b) "Page" is an employee hired to perform library work in accordance with the agreed upon Page job description.
- (c) Pages shall accumulate seniority only for the purposes of shift preference as a Page. **The shift bidding system will be utilized and offer shifts in seniority order.**
- (d) Pages shall not be entitled to benefits other than those to which a person becomes entitled by reason of Statute. Pages shall receive eight point two percent (8.2%) as vacation and general holiday pay.

2.08 Librarian

"Librarian" is an employee who possesses a masters degree or post-baccalaureate degree from an ALA accredited program or equivalent. Equivalent is defined as a graduate degree from a foreign library school comparable to an ALA program.

2.09 Shift

A "Shift" is a number of consecutive hours.

2.10 Schedule

A "Schedule" is a number of shifts in a work week.

2.11 Week

"Week" means the period between midnight on a Saturday and midnight on the Saturday immediately following.

2.12 Day of Rest

"Day of Rest" is a day that you are not available to work and are not scheduled to work.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Recognition of Bargaining Agent and Exclusions

The Employer recognizes the Canadian Union of Public Employees and its Local Union 1698 as the sole and exclusive bargaining agent for all of its employees save and except the following:

Chief Executive Officer
Director of Customer Experience
Director of Finance
Director of Infrastructure & Resources
Director of Organizational Development
Manager of Information Technology
Manager of Collections, Access and Digital Services
Manager of Finance
Library Manager, Abbotsford
Library Manager, Upper Fraser
Library Manager, Delta
Library Manager, Mission, White Rock & Outreach Services
Library Manager, City of Langley & Port Coquitlam
Library Manager, Township of Langley
Library Manager, Maple Ridge & Pitt Meadows
Deputy Manager of Health and Safety
Communications Officer
Business Intelligence/HR Specialist
Payroll and Benefits Supervisor
Human Resources Generalist
Human Resources Coordinator
Executive Office and Information Manager
and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Written or Verbal Agreements

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

3.03 Printing of Collective Agreement

- (a) The Regional Library Board and the Union desire every employee to be familiar with the provisions of the Collective Agreement and their rights and duties under it.
- (b) The Employer shall print, within sixty (60) days of the proofing and signing of the Agreement, and distribute to each CUPE Executive Member, FVRL Manager and Supervisor a complete copy of the Collective Agreement. The Employer shall print additional copies for distribution to libraries and Administrative Centre. All employees shall have the option to receive a printed copy of the Collective Agreement. An electronic copy shall be posted to the FVRL Intranet.
- (c) The Union and the Employer shall both, for distribution purposes, receive an additional ten (10) copies.

3.04 Volunteers

- (a) It is agreed between the Parties that volunteers may provide services which are not normally provided by the bargaining unit.
- (b) In the event the Employer utilizes the services of volunteers, the following criteria will apply:
 - (1) volunteers will not be used to replace or displace staff;
 - (2) the number of paid staff is to be determined without consideration of volunteer contributions;
 - (3) volunteers are not to be providers of services which are provided by members of the bargaining unit, but rather only add something extra.

3.05 Grants & Work Experience Programs

- (a) The Employer agrees to provide as much advance notice as possible to the Union when persons shall be at any work-site in a work experience placement or practicum. Such notice shall contain the duration of the work experience placement or practicum, the name of the sponsoring agent, and the positions that will be subject to work experience participation. Work experience placements and practicum shall not exceed thirty (30) calendar days except with mutual agreement.
- (b) The Employer shall notify the Union at least thirty (30) days prior to participating in any program which allows for a person to perform any bargaining unit work. The Parties shall meet to discuss the project, rates of pay and work to be performed. No person shall be employed in such a program without the agreement of the Union.
- (c) No work experience placement or practicum shall result in reduction of hours of bargaining unit employees. No work experience placement or practicum shall replace work performed by employees on the recall list or **in the shift bidding system.**

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Operations & Workforce

The management, supervision and control of the Employer's operation and the direction of the workforce shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement. The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

ARTICLE 5 - FAIR EMPLOYMENT PRACTICES

5.01 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

5.02 Human Rights

- (a) The Board and the Union will continue their present policy of no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, **Indigenous identity**, gender **identity or gender expression**, marital or parental status, disability, place of residence, nor by reason of membership or activity in the Union or any other reason.
- (b) Bona fide occupational requirement shall not constitute discrimination.
- (c) This clause shall not apply to any personal benefits program which has been mutually accepted by both Parties or which makes actuarial distinctions on the basis of age.

5.03 Harassment

The Employer and the Union recognize the right of the employees and management representatives to be treated fairly in a workplace that is free of personal or sexual harassment.

- (a) Personal harassment shall be defined as:
 - (1) any behaviour which denies individuals their dignity and respect; and
 - (2) that is offensive, embarrassing and humiliating to said individual;

- (3) intentional comments and/or actions deliberately designed to demean, belittle and humiliate an individual and includes without limitation, abuse of authority;
 - (4) therefore, personal harassment of another employee in carrying out the duties or in the provision of services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate or subordinate to supervisor constitutes a disciplinary infraction.
- (b) Sexual harassment shall be defined as:
- (1) an act which involves favours or promises of favours or advantages in return for submission to sexual advances;
 - (2) reprisals or threats for rejection of sexual advances by either employees or management representatives;
 - (3) sexual harassment shall be treated as a serious offence, subject to a whole range of disciplinary sanctions, up to and including discharge.
- (c) Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct forms the basis for decisions affecting employment or when such conduct creates an intimidating, hostile, or offensive working environment.
- (d) Complaints of personal and sexual harassment will be processed through the Grievance Procedure established in this Collective Agreement, commencing at Step 3.
- (e) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.
- (f) An Arbitration Board shall have the power to impose penalties against the harasser, including but not limited to, a financial penalty.
- (g) When a financial penalty is imposed, the monies will be forwarded to a charity of their choice.

ARTICLE 6 - UNION SECURITY

6.01 Bargaining Unit Membership

All employees of the Employer, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All future employees shall, within a period of one (1) calendar month, as a condition of continued employment, become and remain members in good standing of the Union.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Dues, Fees and Assessments

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union for all employees as a condition of continuing employment. The Union agrees to advise the Employer in writing of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments each pay day and shall forward to the Union a listing of employees and amounts deducted per employee. A list of names, addresses and classifications of employees shall be forwarded on a quarterly basis with changes as they occur.

7.02 Reporting Dues on Income Tax

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Labour/Management Committee

- (a) A Labour/Management Committee consisting of not more than four (4) members of the Union and not more than four (4) representatives of the Employer, shall meet at the request of either the Employer or the Union to seek solutions to problems and to achieve mutual objectives.
- (b) In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.
- (c) Any representative of the Union on the Labour/Management Committee who is in the employ of the Employer, shall not suffer any loss of remuneration normally paid by the Employer while attending committee meetings.
- (d) Minutes of the Labour/Management Committee shall be prepared by the Employer and shall contain a statement of the subject discussed and the resolution. After agreement of the Parties, minutes shall be posted on staff bulletin boards at each location. Minutes shall not be circulated, except to Committee members, or referred to, until they have been approved by the Parties.

8.03 Negotiating Committee

- (a) A Negotiating Committee shall be appointed and consist of representatives of the Employer, and representatives of the Union. The Union will advise the Employer of the Union representatives on the Committee. The Negotiating Committee will address matters of collective bargaining.
- (b) Four (4) representatives of the Union on the Negotiating Committee who are in the employ of the Employer, shall not suffer any loss of remuneration normally paid by the Employer while attending committee meetings.

8.04 Committee Assistance

The Union and the Employer shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, or meetings, or negotiations between the Parties, and shall notify the Employer on each such occasion.

8.05 Union Representation

- (a) When a meeting with an employee is convened for the purposes of disciplinary action, the employee shall have the right to have their Union Representative present. Employees shall be notified in advance to provide opportunity for the Union representative to be present.
- (b) Where a meeting, without notice, becomes a disciplinary meeting, an employee has the right to temporarily adjourn the meeting and to choose a Union Representative to be present.
- (c) The Parties agree that performance appraisal meetings shall not be used for disciplinary purposes.

8.06 Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, a break-down of point ratings in job evaluation, pension and employee benefit plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

8.07 Adverse Report

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of placing a written response in the file.

8.08 Access to Personnel File

An employee shall have the right, by appointment, to have access to and review their personnel file in the presence of an exempt staff member and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

8.09 Employee Records

- (a) Employees, by written request to the Employer, may request that negative material in their employee records be removed.
- (b) Employees may make a request to have negative material removed from their records under the following conditions:
 - (1) the material must have been on the record for at least two (2) years and there has not been any additional negative material placed on the record during this two (2) year period; and
 - (2) the negative material is not of a serious nature;
- (c) The Employer shall not unreasonably deny the removal of any negative material. The Employer may deny the removal only if the material is of a serious nature;
- (d) Should the Union disagree with the Employer's decision not to remove negative material, it may refer the matter to the grievance procedure commencing at Step 3;
- (e) This Article 8.09 does not apply to performance appraisals.

8.10 Copies of Resolutions

Copies of all motions, resolutions and By-Laws or rules and regulations adopted by the Regional Library Board which affect the members of this Union are:

- (a) to be forwarded to the Union; and
- (b) to be posted on all bulletin boards.

8.11 Changes in Method of Operation

Recommendations for changes in method of operation that may affect wage rates, classifications, workloads or reduction of employment, will be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 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 Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name and location of each Steward before the Employer shall be required to recognize them.

9.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments, as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the supervisor, which permission shall be given as soon as possible.

9.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.05 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

(a) Step 1

The employee having a potential grievance shall with a Union Steward first take up the grievance verbally with the appropriate supervisor within thirty (30) calendar days of the alleged violation or, from the date of becoming aware of the alleged violation. Either Party will not use settlement at Step 1 as a precedent.

(b) Step 2

If settlement is not reached at Step 1, the Union Grievance Committee shall submit the grievance in writing within fourteen (14) calendar days of the Step 1 response. The grievance shall state the details of the alleged violation including the specific article(s) in dispute, the date and the redress sought from the Grievance Committee of the Employer. Should the Grievance Committee of the Employer be unable to settle the grievance within seven (7) calendar days following receipt of the grievance, Step 3 shall be invoked.

(c) Step 3

The grievance shall be discussed between a Grievance Committee of the Employer and the Union Grievance Committee within seven (7) calendar days following failure of settlement at Step 2. Failing settlement at this step, within fourteen (14) calendar days, the Union may refer the grievance to a Board of Arbitration.

9.06 Arbitration

- a) A Board of Arbitration, consisting of a single arbitrator, shall be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the names of proposed arbitrators.
- b) If the Parties cannot agree on an arbitrator within fourteen (14) calendar days, either Party may apply to the Director of the Collective Agreement Bureau, who will appoint an arbitrator.
- c) The expenses and compensation of the arbitrator shall be shared equally between the Parties.
- d) Following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.
- e) The Parties may mutually agree to a three (3) person Board of Arbitration instead of a single Arbitrator.

9.07 Policy Grievance

Where a dispute involving the question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed. Policy grievances shall commence at Step 3.

9.08 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

9.09 Grievance on Safety

An employee, or a group of employees, who is requested to work under conditions deemed to be unsafe or unhealthy shall have the right to file a grievance in Step 3 of the Grievance Procedure for timely resolve.

9.10 Time Limits

Extensions to the time limits referred to herein may be extended upon mutual consent of the Parties in writing.

9.11 Failure to Act Within Time Limits

- (a) In the event the Union does not advance the grievance to Arbitration within fourteen (14) calendar days from the conclusion of Step 3, the grievance is deemed to be abandoned.
- (b) In the event the Employer does not respond within fourteen (14) calendar days of Step 3, the grievance is deemed to be allowed.

ARTICLE 10 - SENIORITY

10.01 General

All employees are entitled to a measure of employment security, based on seniority; and that the employee shall accrue certain preference in this respect as provided in this Agreement.

10.02 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, lay-offs and recall provided, however, the employee is competent and/or qualified to perform the duties of the position. Seniority shall operate on a bargaining unit wide basis.

10.03 Calculation of Seniority

Seniority shall be calculated on the accumulation of hourly services from the last date upon which the employee commenced employment with the Employer.

10.04 Probation Period

- (a) Newly hired, or re-hired employees shall serve a probation period of four hundred and twenty (420) hours actually worked from the start date of employment or re-employment with the Fraser Valley Regional Library. The probation period may be extended for up to an additional four hundred and twenty (420) hours actually worked by mutual consent of both Parties in writing.

- (b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except as otherwise provided in this Agreement. During this probationary period the competence and suitability of the employee shall be determined.
- (c) The employment of such employees may be terminated at any time during the probationary period if the employee is unsuitable for the position, subject to the grievance procedure.

10.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced along with their hourly accumulation. An up-to-date seniority list will be available to the Union and staff on the Employer's intranet site. The seniority list will be revised and posted biweekly.

10.06 Accumulation of Seniority

An employee shall accumulate seniority as set out in this Article during the following absences:

- (a) absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner;
- (b) during a leave of absence for an elected or appointed position in the Union;
- (c) during an employee's vacation;
- (d) when an employee is absent due to a Workers' Compensation Board claim;
- (e) during General Holidays;
- (f) during an authorized leave of absence up to twenty (20) working days;
- (g) during absence for Jury or court witness duty;
- (h) during maternity/parental leave;
- (i) during banked time off;
- (j) during reservists' leave.

10.07 Retention of Seniority

Employees who are laid off after six (6) months service shall retain seniority for a period of one (1) year.

10.08 Loss of Seniority

- (a) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer.
- (b) An employee shall only lose seniority and have employment terminated in the event of:
 - (1) discharge for just cause and the employee is not reinstated;
 - (2) resignation;
 - (3) absence from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - (4) failure to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the employees to keep the Employer informed of their current address;
 - (5) a layoff exceeding one (1) year;
 - (6) casual employees who have not worked for a three (3) month period immediately following their last shift, and who have declined and/or cancelled a shift during this three (3) month period (except when on an Employer approved leave of absence or otherwise agreed by the Employer);
 - (7) Pages who have not worked for a two (2) month period immediately following their last shift, and who have declined and/or cancelled a shift during this two (2) month period (except when on an Employer approved leave of absence or otherwise agreed to by the Employer);
 - (8) acceptance of permanent employment with another Employer during a general leave.

10.09 Return to Position on Completion of Temporary Posting

Regular employees who transfer or are appointed to positions made available by augmenting the regular staff or by a special project of limited duration or by temporary postings shall upon completion of said assignment be returned to their former position without loss of seniority and scheduled rate of pay.

10.10 Non-Regular Employees on Completion of Temporary Posting

Employees, other than regular employees, employed to fill those positions made available by the reassignment of regular employee positions shall be laid off. Employees laid off shall retain their seniority as provided in Article 10.08 (Loss of Seniority).

10.11 Filling Posted Vacancies

- (a) Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.
- (b) Notwithstanding provisions contained in this Article, where a casual employee is the successful applicant to a regular posted position, seniority on the regular staff commences from the date of appointment to a regular position.

10.12 Transfers and Seniority Outside Bargaining Unit

- (a) No employees shall be transferred to a position outside the bargaining unit without their consent.
- (b) If employees are transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.
- (c) Employees who have accepted a transfer to a position outside of the bargaining unit shall pay an amount equal to Union dues to the United Way.
- (d) The Employer must notify the Union in writing when employees accept a transfer to a position outside of the bargaining unit.
- (e) When the temporary assignment is completed the employees shall return to their previous position.

ARTICLE 11 - APPOINTMENTS, PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

- (a) Temporary job vacancies shall be any vacancy up to two (2) years.
- (b)
 - (i) When a vacancy occurs or a new position is created, including a temporary vacancy of more than eight (8) calendar weeks, the Employer shall notify the Union in writing and post notice of the position in all libraries and on all bulletin boards in the Regional Library for at least ten (10) calendar days.

- (ii) When a vacancy of eight (8) calendar weeks or less occurs, the Employer will **utilize the shift bidding system**.
- (iii) If the Employer deems it necessary to fill the vacancy for the ten (10) calendar day posting period, they may employ a casual employee without posting.
- (c) In the event of a temporary job vacancy greater than eight (8) weeks that the Employer wishes to fill:
 - (i) initial vacancy posting due to Maternity/Parental Leave, Long Term Disability, Education Leave, WorkSafeBC claims, Reservist Leave and Long Term Sick Leave shall be posted for up to one (1) year subject to applicable laws;
 - (ii) all other initial vacancy postings must be posted for a period of up to six (6) months;
 - (iii) initial vacancy postings may be extended or posted in increments of up to six (6) months for the remainder of the temporary vacancy period, being up to two (2) years;
 - (iv) in the event the Employer chooses to post the vacancy, it will be posted according to Article 11.01(b)(i);
 - (v) in the event the Employer chooses to extend the position, the employee who's filling the vacancy will be offered the opportunity to continue filling the vacancy until the expiry of any extension. If the employee does not wish to continue filling the vacancy, then the employee shall return to their former position and Article 11.01(b)(i) shall apply to the vacancy.
- (d) All employees may apply for a regular position at any time.
- (e) An employee appointed to a posted temporary position shall not be appointed to a different or additional temporary position unless the schedules of the positions do not conflict.
- (f) Regular probationary employees shall not be appointed to another or additional position unless the schedules of the positions do not conflict or unless the jobs have the same position title and same worksite or department.
- (g) In an emergency situation requiring a temporary posting of a job vacancy, a seven (7) calendar day posting procedure may be used provided that notice reaches all worksites before the expiry of the posting.
- (h) As an exception to Article 11.01(a), job vacancies resulting from a long term disability, sick leave or Workers' Compensation Board claim shall remain temporary vacancies for up to two and one half (2 ½) years. At the end of the two and one half (2 ½) years the vacancy shall be posted permanently.

11.02 Information in Postings

Job postings shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, current shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

11.03 No Outside Advertising

No outside advertisement for additional employees shall appear until after ten (10) calendar days from the date of posting, to allow present employees a full opportunity to qualify. Concurrent outside advertising may occur with mutual agreement of the Parties.

11.04 Role of Seniority in Promotions and Transfers

- (a) Both Parties recognize:
 - (1) the principle of promotion within the service of the Employer;
 - (2) that job opportunity should increase in proportion to length of service.
- (b) Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

11.05 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally qualified to fulfill the duties of the position, length of service shall be the determining factor. The employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

11.06 Trial Period

- (a) Except as provided for in Article 10.04 – Probation Period, the employee who is the successful applicant for a vacancy shall be placed on trial for a period of four hundred and twenty (420) accumulated hours actually worked in the position. The trial period may be extended up to an additional two hundred and ten (210) hours actually worked in the position by mutual consent of both Parties in writing.
- (b) Conditional on the employee being found competent and suitable for the position, such trial promotion shall become permanent after the period of four hundred and twenty (420) accumulated hours actually worked in the position. In the event the successful applicant proves not competent, or unsuitable in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the job during the aforementioned trial period, the employee shall be returned to their former position with its incumbent wage rate and without loss of seniority.

- (c) An employee may for good and sufficient cause request in writing that they be returned to their former position without loss of seniority and wage or salary. Such request to be approved by the Employer. Approval shall not be withheld unjustly. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position with its incumbent wage rate and without loss of seniority.

11.07 Increase of Hours of Position

When a position held by a regular part-time employee is increased in hours it shall not become a new position and when a part-time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted.

11.08 Notification to the Union

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, disciplined, suspended or terminated, or has an increase or decrease in regularly scheduled hours of work at the same time the employee is notified in writing. The Employer shall notify the Union, in writing, when an employee covered by this Agreement resigns or retires.

11.09 Rate on Promotion or Transfer for Employees in Pay Grades 11-16

On promotion or transfer:

- (a) To a higher classification, the employee shall be placed at the increment in the classification that provides for an increase in the rate of pay;
- (b) To a lower classification, the employee shall be placed on the increment scale to the step commensurate with the employee's length of service with the Employer.

11.10 Pages

- (a) Pages, within three (3) months of successful completion of Grade 12, or completion of a program at a recognized post-secondary institution and in recognition of their training, experience and job performance as a Page shall be given first opportunity and consideration to be appointed as casual employees, hereby providing continued employment with Fraser Valley Regional Library. The determination of suitability for appointment will be on the basis of the employment record including the probationary evaluation and the recommendation of the supervisor.
- (b) Pages recruited as casual employees will be placed **in the shift bidding system** commencing at zero hours of seniority. If more than one Page is appointed in the same pay period, the order of placement on the list shall be determined using their Page seniority hours.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

12.02 No New Employees

No new employees will be hired until those laid off and who are qualified to do the work have been given an opportunity of re-employment.

12.03 Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify, in writing, those employees who are to be laid off thirty (30) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) calendar days after the notice of layoff, they shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not made available.

12.04 Service Severance Pay

- (a) A regular employee who has received written notice of lay-off shall, within thirty (30) days from the effective lay-off elect to:
 - (1) either retain seniority rights of lay-off and recall; or
 - (2) accept severance pay.
- (b) Upon acceptance of severance pay all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall all rights to severance pay under these provisions are terminated.
- (c) Entitlement to, and severance pay for each regular employee will be as follows:
 - (1) five (5) day's pay for each calendar year of service up to and including five (5) calendar years of service;
 - (2) seven (7) day's pay for each calendar year of service from and including six (6) years of service;
 - (3) the maximum number of day's pay for severance will be ninety (90) days pay.

- (d) Part time service shall be pro-rated on the basis of total seniority hours divided by total weeks of service. This equals average number of hours worked per week. This average number of hours worked per week divided by thirty-five (35) is the factor used in pro-rating. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective day of the employee's termination.

12.05 Adjustment Plan

- (a) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the Employer will notify the Union in writing at least sixty (60) days before the measure, policy, practice or change is to be introduced.
- (b) After notice has been given, the Parties will meet, in good faith, and attempt to develop an adjustment plan, which may include provisions covering any of the following:
 - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Agreement;
 - (2) human resource planning and employee counselling and retraining;
 - (3) notice of layoff;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a joint process for overseeing the implementation of the adjustment plan.
- (c) If the Parties agree to an adjustment plan, it is enforceable as if it were part of this Collective Agreement.
- (d) This Article 12.05 does not apply to the termination of employment:
 - (1) for just cause;
 - (2) of casual employees;
 - (3) of temporary employees whose assignments have ended.

ARTICLE 13 - WORKING CONDITIONS

13.01 Hours of Work

- (a) Hours of work:
 - (1) Employees' regular hours of work shall not be greater than seven (7) hours per day and shall not exceed thirty-five (35) hours per week excluding any meal break to which the employees are entitled. Regular employees are entitled to two (2) consecutive days of rest. **They may, at their discretion,**

forgo entitlement to either of their two (2) consecutive days of rest in taking the opportunity to work hours which become available under Article 13.01 (d) and under Letter of Understanding #2 (Sunday Openings), provided they work no more than thirty-seven and a half (37.5) hours per week. Such hours worked shall be at straight time.

- (2) Regular part-time employees shall not be required to work more than five (5) days a week **and shall not be required to work more than thirty-five (35) hours per week excluding any meal break.** They may, at their discretion, forgo **this** entitlement to work hours which become available under Article 13.01 (d) **and under Letter of Understanding #2 (Sunday Openings)**, provided they work no more than **thirty-seven and a half (37.5) hours per week.** Such hours worked shall be at straight time.
 - (3) Casual employees shall not be required to work more than five (5) days a week **and shall not be required to work more than thirty-five (35) hours per week excluding any meal break.** They may, at their discretion, forgo this entitlement to work hours which become available under Article 13.01 (d), **and under Letter of Understanding #2 (Sunday Openings)**, provided they work no more than **thirty-seven and a half (37.5) hours per week.** Such hours worked shall be at straight time.
- (b) The normal hours of work shall fall between the hours of 7:00 a.m. and 9:15 p.m. each day.
 - (c) Employees regularly scheduled hours of work per day shall not be spread over a period longer than eight (8) consecutive hours.
 - (d) Employees working less than thirty-five (35) hours per week shall be given the opportunity to work hours that become available, by **utilizing the shift bidding system.** This opportunity shall not be considered to be a call-out.
 - (e) Employees are responsible for ensuring their information on the **shift bidding system** is accurate and up-to-date.
 - (f) Split Shifts:
 - (1) Where the Employer requires staff with regularly scheduled hours to split their shift, they shall be paid at their regular rate of pay for the hours so worked and an additional two (2) hours at straight time by way of compensation for having to work a split shift. The two halves of the split shift must be separated by a minimum of two (2) hours, not including meal breaks.

13.02 Change of Shift Schedule

When an employee, by virtue of a job posting, transfer, or shift change is moved to a different shift schedule that results in the loss of a day's pay, the two (2) consecutive days of rest provisions may be suspended by mutual agreement of both Parties in writing.

13.03 Notice of Change in Shift Schedule

Not less than twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least fifteen (15) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

13.04 Overtime

All overtime must be authorized in advance by the employee's designated supervisor.

- (a) Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day, then prevailing overtime rates shall be paid.
- (b) Employees who are required to work in excess of seven (7) hours per day shall be paid overtime at time and one-half (1 1/2x) times the regular hourly rate for the first two (2) hours and two (2x) times the regular hourly rate thereafter.
- (c) Regular employees who are required to work on the first or second day of rest shall be paid overtime at double time (2x) the regular hourly rate.
- (d) Where an employee is required to work continuously beyond the employee's normal quitting time and as a consequence works in excess of two (2) hours at overtime rates, or where an employee is required to work in excess of four (4) hours on a day of rest, the Library agrees to provide a meal allowance of \$15.00.

13.05 Reporting for Shift

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

13.06 Call-Out

Authorized call-out shall mean a situation where an employee is required by the Employer to come to work from the employee's place of residence to work any time outside such employee's regularly scheduled working hours and shall be paid at two (2x) times the regular hourly rate with a minimum of two (2) hours.

13.07 Overtime on General Holidays

Double time (2x) shall be paid for all hours worked on General or proclaimed holidays in addition to regular holiday pay.

13.08 Overtime Offered Equitably

Overtime work shall be offered equitably to employees in the work location who are willing and able to perform available overtime work.

13.09 Overtime Bank

- (a) All overtime worked in excess of the hours so stated shall be paid on the following pay period in which it was earned except:
- (b) Regular employees may choose to bank overtime for the purpose of additional time off. Such overtime shall be taken within one (1) calendar year of accumulation at a time mutually agreed upon by the Employer and the employee. Any overtime not taken within one (1) calendar year of accumulation will be paid out at the earned rate.

13.10 Standby Time

- (a) When an employee is required by the Employer to be on standby, that is immediately available by telephone contact, or paging device, such standby time shall be paid at straight time for two (2) hours per twenty-four (24) hour day based on the regular hourly rate of that employee.
- (b) All hours actually worked on site will be paid at overtime rates in accordance with Article 13.

13.11 Rest Periods

- (a) All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift that is entitled to a meal break at a time convenient to library operations. Those employees working a shift not entitled to a meal break shall receive one fifteen (15) minute rest period.
- (b) Where it is impossible to provide rest period coverage, a premium of one quarter (1/4) hour pay shall be added for rest periods to which the employee was entitled in accordance with (a) above.
- (c) Rest periods shall be taken at a time convenient to library operations.
- (d) Shifts of two (2) hours or less shall not be entitled to a rest period.
- (e) Employees working in excess of five (5) hours shall receive an unpaid meal break.
- (f) Employees are entitled to a one-half (1/2) hour unpaid meal break. Employees wishing to extend their meal break from one-half (1/2) hour to one (1) hour require prior approval from their immediate supervisor.

13.12 Shift Preference

- (a) Seniority shall determine shift preference, subject only to ability to perform the job required.
- (b) Seniority shall determine preference between two or more schedules subject only to ability to perform the job required.
- (c) Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour/Management Committee in accordance with Article 8.02.

13.13 Shift Premium

Employees who work between the hours of 5:00 p.m. and 7:00 a.m. shall be paid a shift premium of ninety-five cents (\$0.95) per hour.

13.14 Emergency Closures

Emergencies such as inclement weather, power outage, heating system failure, etc. may occur which make it advisable or necessary to initiate a closure on a short-term basis.

Where the Employer tells an employee that they cannot work or they cannot work their full scheduled shift due to an Employer initiated emergency closure of an Employer location, and reassignment of the employee to other libraries is not operationally possible, then the following options will be available to the employee to use at their election, either separately or in combination:

- a. Overtime bank;
- b. Vacation leave;
- c. Make-up hours for those scheduled hours of work that could not be worked due to the closure, subject to operational needs;
- d. Unpaid leave of absence; or
- e. Borrowing from the next year's vacation leave entitlement.

An employee's request to make-up hours to the Employer will not be unreasonably denied by the manager. The hours must be made up within the same or next two pay periods, with extension requests not to be unreasonably denied by the CEO or the CEO's designate.

Employees opting to work make-up hours on a day they are already scheduled to work will not be entitled to overtime pay because of the make-up hours and must work with their manager to schedule the make-up hours.

Employees, when reassigned, will be paid at the rate of the position that they occupied immediately prior to the reassignment.

This Article does not apply to Casual Employees.

ARTICLE 14 - GENERAL HOLIDAYS

14.01 General Holidays

Notwithstanding 20.02, all employees shall receive pay for the following General Holidays from date of employment:

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

and any other day proclaimed as a General Holiday by the federal and/or provincial government. Payment for such holidays shall be paid on a pro-rated basis according to the employee's daily hours worked.

14.02 Compensation for Holidays Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

14.03 Saturday Openings on a Long Weekend

- (a) The Employer will determine which locations will open on the Saturday of any weekend in which a General Holiday occurs.
- (b) Employees will be afforded the opportunity to work their normal shift on the Saturday.
- (c) Those employees who agree to work their shift shall be paid for all hours worked at straight time and in addition shall bank an equal number of General Holiday hours. Such banked time may be taken at straight time payout or as time off at a mutually agreed time.
- (d) Vacancies resulting from employees taking the Saturday off as a General Holiday shall be entered into the **shift bidding** system. **The shift bidding system will be utilized and offer shifts in seniority order.** All hours worked will be paid at straight time at the rate of pay for the position, and the General Holiday pay for regular employees shall be banked or paid at the employee's option.
- (e) In the event that insufficient qualified staff are available for the Saturday in any location, the Employer may require employees in reverse seniority, to work Saturday at straight time.

14.04 Compensation for Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

14.05 Holiday Pay for Scheduled Days of Work

Where the holiday falls on the employee's scheduled day of work and the employee is not required to work that day, the employee will receive holiday pay equal to their scheduled hours of work for that day.

Where the holiday falls on the employee's scheduled day of work and the employee is required to work that day, the employee will be paid the prevailing overtime rates for their work that day.

14.06 Holiday Pay for Scheduled Days Off from Work

When any of the above-noted holidays **in Article 14.01** falls on an employee's scheduled day off, an employee **who is regularly scheduled to work five (5) days a week** shall receive another day off with pay **adjacent to** their two (2) consecutive days of rest, **or the actual holiday day, subject to operational needs. For clarity, "actual holiday day" means the day that the holiday actually falls rather than the substituted day for the holiday under Articles 14.02 and 14.04. Employees who are regularly scheduled to work less than five (5) days a week are covered under Article 20.02.**

14.07 Christmas Eve and New Year's Eve

The Library and all its operations shall close at 2:00 p.m. on Christmas Eve and New Year's Eve with no loss of salary to employees.

ARTICLE 15 - ANNUAL VACATIONS

Notwithstanding 20.02, all regular employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

15.01 Calendar Year

For the purpose of this Article, calendar year shall be the period January 1st to December 31st, inclusive.

15.02 Annual Vacation – Non-Librarians

- (a)
 - (1) Regular employees, during the first (1st) calendar year of service, shall accumulate one and one-quarter (1-1/4) working day for each completed month of employment or major fraction thereof, to a maximum of fifteen (15) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or six percent (6%) of the employee's annual gross earnings, whichever is greater.
 - (2) Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.
 - (3) Employees leaving their employment with the Library during the first (1st) calendar year of service shall be granted vacation pay on the basis of six percent (6%) of the employee's total earnings.
- (b) Employees, during their second (2nd) and up to and including the seventh (7th) year of service shall earn fifteen (15) working days' annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.
- (c) Employees, during their eighth (8th) and up to and including the sixteenth (16th) year of service shall earn twenty (20) working days' annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.
- (d) Employees, during their seventeenth (17th) and up to and including the twenty-first (21st) year of service shall earn twenty-five (25) working days' annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.
- (e) Employees, during their twenty-second (22nd) and all subsequent years of service shall earn thirty (30) working days' annual vacation at their regular rate of pay or twelve percent (12%) of their annual gross earnings, whichever is greater.

15.03 Supplementary Vacation

- (a) Regular employees during their twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), fortieth (40th), **forty-fifth (45th)**, **fiftieth (50th)**, and **fifty-fifth (55th)** year of service shall receive five (5) working days additional supplementary vacation in recognition of long service.
- (b) Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies and shall be taken prior to the year when the next supplementary vacation is earned.

- (c) Entitlement to supplementary vacation in working days shall be calculated on a pro-rata basis based on an employee's regular weekly permanent hours on the first day of January of the year that the supplementary vacation is earned.

15.04 Annual Vacation – Librarians

Notwithstanding the above, Librarians shall receive an annual vacation with pay on the following basis:

- (a) During the first (1st) part calendar year of service, one point eight three (1.83) days for each month or portion of a month greater than one half (1/2), worked by December 31st.
- (b) During the second (2nd) and up to and including the ninth (9th) year of service, twenty-two (22) working days.
- (c) During the tenth (10th) and up to and including the fourteenth (14th) year, twenty-five (25) working days.
- (d) During the fifteenth (15th) and all subsequent years of service, thirty (30) working days.
- (e) A regular part-time Librarian who works additional hours **offered through the shift bidding system** shall receive vacation pay at a rate commensurate with their length of service on all additional hours worked over and above their regularly scheduled hours but no additional vacation entitlement.
- (f)
 - (1) Regular Librarians during their twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th) and fortieth (40th) year of service shall receive five (5) working days additional supplementary vacation in recognition of long service.
 - (2) Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies and shall be taken prior to the year when the next supplementary vacation is earned.
 - (3) Entitlement to supplementary vacation in working days shall be calculated on a pro-rata basis based on an employee's regular weekly permanent hours on the first day of January of the year the year that the supplementary vacation is earned.

15.05 Submission of Vacation Requests

- (a) On or before 28th day of February of each calendar year, regular employees shall submit their requests for annual vacations, and on or before 21st of March of each calendar year, the Employer shall approve the scheduling of annual vacations.
- (b) In the case of conflict between employees regarding the choice of vacation weeks, the most senior person shall have preference.

- (c) Employees failing to submit their vacation requests by 28th of February shall forfeit their seniority rights with respect to choice of vacation time.
- (d) Where a regular employee has made arrangements for annual vacation which has been approved by the Employer, and subsequently the employee is required by the Employer due to emergency conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation.

15.06 General Holidays during Vacation

When a General Holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for each General Holiday in addition to their regular vacation time.

15.07 Unbroken Vacation Period

- (a) An employee shall be entitled to receive their vacation in an unbroken period unless mutually agreed upon between the employee and the Employer.
- (b) Notwithstanding the provision contained above, employees requesting vacation leave during the months of July and August may be on vacation for no longer than four (4) weeks.
- (c) Employees may request partial days vacation. Requests are to be submitted to the employee's immediate supervisor, and approval will be in accordance with the operational requirements of the work unit, provided that the cost to the Employer shall not exceed the cost of coverage for actual hours required to be covered.

15.08 Vacation Carry Over

With the approval of the Employer, employees entitled to three (3) weeks vacation or more may opt to carry over up to one (1) week of their vacation time. Application for such carry-over shall be submitted by December 1st.

15.09 Illness during Vacation Leave

If an employee should experience illness or injury of a serious nature during vacation leave, providing the illness or injury is documented by a physician and provided the Employer is notified immediately, time off for these reasons will be charged against the employee's sick leave and not vacation time.

15.10 Terminations or Severance

In cases of termination or severance, if vacation taken and paid for exceeds the annual vacation earned, a pro-rated adjustment will be made to the employee's final pay cheque in order to reimburse the Employer.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Accrual

Notwithstanding 20.02, all regular employees, upon completion of the probationary period, shall be granted ten and one-half (10 - 1/2) hours' sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for future benefits to a total of one thousand one hundred and twenty (1,120) sick leave hours.

16.02 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, posing a health risk or hazard, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

In the event of health risk or hazard the Employer may request a medical certificate.

16.03 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.

16.04 Extension of Sick Leave

- (a) An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of one hundred twenty-six (126) working hours. This sick leave extension shall be repaid by the employee upon their return to duty through the normal monthly accumulation.
- (b) An employee with more than one (1) year of service shall be granted unpaid sick leave up to a maximum of six (6) months and will continue to accumulate seniority during this period. In the case where such leave exceeds twenty (20) working days, after that period, the employee shall not earn vacation and sick leave credits and the employee shall pay the full cost of all benefits.

16.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Absences on account of illness shall be deducted in units of one quarter (1/4) hour.

16.06 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness, or non-compensable accident. The certificate will indicate an anticipated return to work date. The Employer shall pay any costs for the certificate.

16.07 Return to Work

If employees are absent due to illness for more than two (2) months, the Employer may require them to produce a certificate from a qualified medical practitioner confirming their fitness to resume their normal duties. If there are any restrictions regarding employees' return to their normal duties, they shall be included in the certificate. The Employer shall pay any costs for the certificate.

16.08 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Each regular employee shall be advised of the amount of sick leave accrued to their credit at the close of the calendar year. This information must be provided to each regular employee on each pay advice, and shall include the current accumulation.

16.09 Notification

Employees shall endeavor to notify their respective supervisor at least two (2) hours prior to commencement of their scheduled shift that sick leave is being used. If two (2) hours notice is not possible, employees shall give as much advance notice as is possible.

16.10 Family Sick Leave

In the case of illness of an immediate member of the family (spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family) of an employee where no one is at home other than the employee, who can provide for the needs of the ill person, the employee shall be entitled, after notifying the supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. Family sick leave shall be designated as Sick Leave and shall be deducted as outlined in Article 16.05. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee.

16.11 Subrogation: Recovery of Payment from Third Party

Where an employee has received sick leave with pay from the Employer while absent from work by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act, and that employee subsequently recovers payment(s) from a Third Party, as full or partial compensation for lost wages, the employee will repay to the Employer the amount of the payment(s), the Employer will reinstate accordingly the sick leave entitlement used by the employee. The employee will provide the necessary information to the Employer concerning such payment(s).

16.12 Medical/Dental Appointments

Employees shall endeavour to schedule appointments outside regularly scheduled working hours to minimize the impact on operational requirements. Where it is not possible to schedule appointments outside regularly scheduled working hours, employees will be entitled to reasonable time off for medical and dental appointments. Time spent at appointments shall be designated as sick leave and shall be deducted as outlined in Article 16.05. Except in the case of emergency, employees are required to provide at least forty-eight (48) hours notice of medical and dental appointments.

ARTICLE 17 - RETIREMENT PAY

17.01 Retirement Allowance

Notwithstanding 20.02, employees retiring from the service of the Employer shall be paid at the rate of two (2) days' pay for each year of service with the Employer to a maximum of forty-eight (48) working days.

17.02 Vacation Pay on Retirement

Employees with ten (10) or more years of service shall on retirement be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

17.03 Definitions

For the purpose of Retirement Pay, the following definitions shall apply: "Retirement" - shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Municipal Pension Plan; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Public Sector Pension Plans Act. "Day's Pay" - shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was then regularly employed.

17.04 Death in Service

In the event of death all such accrued retirement pay (Article 17.01) shall be paid to the employee's estate.

17.05 Continuation of Insurance Benefits for Six Months after Retirement

The employer will provide the Insurance Benefits as set out in Article 22.02: Medical Services Plan – Article 22.03; Extended Health Care – Article 22.04; and Group Dental Plan – Article 22.07 to retiring employees until the end of the sixth (6th) month following retirement.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance provided they have obtained the prior approval of the Employer. Such approval shall not be unduly withheld.

18.02 Leave for Union Duties

- (a) It is agreed that official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than two (2) employees per area and Administrative Centre to a maximum of six (6) employees shall be away at any one time and provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.
- (b) It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year and may be renewed each year on request during the term of office.

18.03 Compassionate Leave

Notwithstanding 20.02, an employee shall be granted up to a total of one (1) week's leave without loss of salary or wages in the case of death or serious illness of a parent, spouse, sibling, child, parent-in-law, sibling-in-law, grandchildren, and grandparents, or a person with whom an employee has experienced a very close relationship. Such leave may include, as well, reasonable traveling time at the Employer's discretion, the latter not to exceed seven (7) days without pay.

18.04 Compassionate Care Leave

- (a) Notwithstanding 20.02, an employee shall be granted up to twenty-seven (27) weeks of unpaid leave within a 52-week period to provide care or support to a family member who is terminally ill, 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. A family member is an individual who is part of an employee's immediate family, and any other individual who is a member of a prescribed class (as per the *Family Member Regulation* under the British Columbia *Employment Standards Act*). A copy of the certificate must be given to the Employer, as soon as practicable. Compassionate care leave shall be taken in blocks of one (1) or more weeks; begin the first (1st) day of the week; and end on the last day of the week in which the earlier of the following occurs:
- (1) the family member dies;
 - (2) the expiration of fifty-two (52) weeks from the date the leave began; or
 - (3) when the 27 weeks of unpaid leave have been taken.
- (b) In the event the family member does not die, the employee may take a further leave, after obtaining a new certificate.

18.05 Mourner's Leave

Notwithstanding 20.02, one (1) day leave shall be granted without loss of salary or wages to attend a funeral as pall-bearer or mourner.

18.06 General Leave

- (a) The Employer may grant leave of absence without pay and without loss of seniority (for up to twenty (20) working days) to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.
- (b) In the case where a leave of absence exceeds twenty (20) working days, after that period, the employee shall not earn vacation and sick leave credits and the employee shall have the option of continuing some or all benefits, with the exception of LTD, up to a period of twelve (12) months provided the employee pays the full cost, subject to the approval of the benefit carrier prior to the employee going on the general leave.
- (c) If on the employee's return to work from general leave the benefit carrier refuses to place the employee on any portion of the benefits plan, the Union shall agree to waive the employee's right under the collective agreement to those benefits.

18.07 Jury or Court Witness Leave

- (a) Notwithstanding 20.02, the Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court or who is required by subpoena to attend as a witness at a court of law or as a witness at a coroner's inquest. When serving as a witness under the terms of this clause, the benefit under this clause shall be provided only for the time required to be absent from work to serve as a witness.
- (b) The Employer shall pay such employee their normal earnings. The payment they receive for jury service or as a court or inquest witness, excluding payment for travelling, meals, or other expenses, shall be handed over to the Employer together with proof of service and the amount of pay received.

18.08 Leave to Write Examination

Notwithstanding 20.02, regular employees shall be entitled to leaves of absence with pay and without loss of seniority and benefits to write examinations to upgrade qualifications.

18.09 Leave for Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence subject to the conditions of the General Leave clause (18.06) so that the employee may be a candidate in federal, provincial, municipal, School Board, First Nations, or other Aboriginal elections.
- (b) An employee who is elected to public office or elected to a full time position with a First Nations or other Aboriginal organization, shall be allowed leave of absence but shall not earn vacation and sick leave credits and may pay the full cost of other benefits, during the term of office. Seniority shall be retained but shall not accumulate during any such absence.

18.10 National or Provincial Library Organizations

- (a) All employees may, at the discretion of the Employer, receive time off without loss of pay on appointment to office in the Provincial or National Library Organizations.
- (b) Subject to financial ability, the Board will endeavour to send employees to the conferences of the provincial and national library organizations. If employees have specialist qualifications, they may attend conferences in their subject qualifications in lieu of a library conference. Employees invited to participate in a conference or Convention shall receive first consideration and receive such financial support as is possible.

18.11 Retirement Planning

Employees shall receive time off without loss of pay to attend any retirement seminar pertaining to the Municipal Pension Plan sponsored by the Municipal Pension Plan or the Canadian Union of Public Employees. Time off without loss of pay is limited to attendance at one (1) of each of the seminars.

18.12 Reservists' Leave

- (a) An employee who is a reservist in the Canadian Forces is entitled to unpaid leave, without loss of seniority for vacation eligibility:
- (1) if deployed to a Canadian Forces operation outside Canada or is engaged, either outside or inside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation;
 - (2) if deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath; or
 - (3) the prescribed circumstances apply (as per the *Reservists' Leave Regulation* under the British Columbia *Employment Standards Act*).
- (b) A request for reservists' leave must be made in writing at least four (4) weeks prior to the actual leave or as soon as practicable, and include both the start date of the leave as well as the return to work date. In the event circumstances require the employee to either extend or shorten the period of leave, the employee must notify the Employer of changes to the original length of leave.

18.13 Employment Standards Act Leaves

Nothing in this Agreement is intended to provide an employee with a leave entitlement that is less than a leave entitlement that they are required to have under the British Columbia *Employment Standards Act*. Accordingly, where the Agreement is silent on an employee's leave entitlement under the British Columbia *Employment Standards Act*, the Agreement will be read by the Parties as including that leave entitlement for that employee to the extent required in the *Employment Standards Act*. Such leaves, unless otherwise added to, amended, removed, or replaced under the British Columbia *Employment Standards Act*, include the following statutory leaves:

- disappearance of a child (section 52.3 of the *Employment Standards Act*), **and**
- death of a child (section 52.4 of the *Employment Standards Act*).

18.14 Indigenous Ceremonial / Indigenous Cultural Leave

The Employer will make every reasonable effort to accommodate requests of Indigenous employees for leave to take part in an Indigenous ceremonial or Indigenous cultural event through the use their overtime bank, their vacation leave entitlements or through requests for leave without pay. Where such a leave is requested, the leave shall not be unreasonably denied.

For the purposes of this Article, a ceremonial or cultural event includes any event that is significant to the Indigenous employee's culture.

18.15 Leave Respecting Domestic or Sexual Violence

The parties recognize that employees facing domestic or sexual violence may need additional support to protect their health and safety. Accordingly, the Employer will treat the five (5) additional unpaid leave days afforded under the *Employment Standards Act* of British Columbia for domestic or sexual violence leave as paid leave days such that employees have access to up to ten (10) paid days. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once. All leave requests made under this Article will be treated by the Employer with confidence in keeping with applicable privacy laws.

In the event the *Employment Standards Act* is amended such that domestic or sexual violence leave is reduced or removed, the Employer will continue to recognize this leave as if it is still in effect under the *Employment Standards Act* in the form that existed in 2023.

18.16 Trans-affirming Care Leave

An employee who requires a leave of absence in order to access physical or psychological trans-affirming care (including medical and non-medical procedures) may request to:

- (a) Use their overtime bank;
- (b) Use their vacation leave entitlements;
- (c) Use their sick leave where sick leave requirements are met;
- (d) Request a leave without pay to accommodate the leave(s).

Where such leave is requested under this Article, the leave shall not be unreasonably denied. All leave requests made under this Article will be treated by the Employer with confidence in keeping with applicable privacy laws.

ARTICLE 19 - MATERNITY/PARENTAL LEAVE

19.01 Maternity Leave

- (a) The Employer will issue a Record of Employment on the written request of an employee who is pregnant providing that at least four (4) weeks' notice is given prior to the effective date of the maternity leave. Moreover the Employer will offer the same position, if it remains established, or alternative employment, without loss of seniority, and at the same rate of pay, to the said employee, providing that at least four (4) weeks' prior notice, in writing, is given by the employee of the employee's intention to return to work. The period of maternity leave will normally be up to seventeen (17) weeks, which must be taken during the period that begins (i) no earlier than thirteen (13) weeks before the expected birth date, and (ii) no later than the actual birth date, and ends no later than seventeen (17) weeks after the leave begins. Benefit provisions contained in this Agreement shall be maintained during the period of the maternity leave by the Employer. The employee during that period of separation shall pay in advance or monthly the employee cost portions applicable from the first (1st) of the month following the date of the maternity leave.
- (b) Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to six (6) additional weeks shall be allowed. When an extension is granted the employee shall have the right to continue to pay their share of the benefit provisions with the Employer paying the Employer's share.
- (c) The employee is required to provide the Employer with at least four (4) weeks' notice of the employee's intention to not return to employment. If an employee does not provide this notice and does not return to work, the employee's separation from employment will be deemed to be permanent with the concomitant loss of all seniority and privileges effective the last day on which the employee should have given notice.
- (d) An employee who requests Maternity Leave after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

19.02 Parental Leave

- (a) An employee, on their written request for parental leave, is entitled to leave of absence from work, without pay, for the period specified in subsection (c).
- (b) A request under subsection (a) must:
 - (1) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and

- (2) be accompanied by
 - (i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of the birth if a certificate has not been provided under Article 19.01, or
 - (ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) Employees who request parental leave are entitled to:
 - (1) for the birth parent who takes leave under Article 19.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 19.01 unless the Employer and employee agree otherwise. A request for parental leave by the birth parent must be made in writing at least four (4) weeks before the proposed start date;
 - (2) for the birth parent who does not take leave under Article 19.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and taken within seventy-eight (78) weeks after that event;
 - (3) for the non-birth parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's/children's birth and within seventy-eight (78) weeks after the child's/children's birth; and
 - (4) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is, or children are, placed with the parent.
- (d) If the newborn child or adopted child will be or is at least six (6) months of age at the time that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).
- (e) Benefit provisions contained in this agreement shall be maintained during the period of the parental leave by the Employer. The employee, during the period of separation, shall pay in advance or monthly the employee cost portion applicable from the first (1st) of the month following the date of parental leave.

19.03 Sick Leave

Sick leave shall accrue during maternity and parental leave.

19.04 Supplementary Employment Insurance Benefits (SEIB)

- (a) Regular employees with one (1) year of continuous service that become birthing parents, who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (b) Subject to the approval of the Employment Insurance Commission, non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (c) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross average weekly earnings (not including taxable benefits) earned in the twenty-eight (28) weeks prior to the employee's last date of work, and is paid as follows:
 - (1) for the first six (6) weeks, which includes the **one (1)** week Employment Insurance waiting period; and
 - (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (e) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (f) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

- (g) To be eligible for the SEIB plan, the employee shall sign an agreement with the Employer stipulating that:
 - (1) the employee shall return to work and shall remain in the Employer's service for at least the same period that the employee received SEIB payments;
 - (2) the employee shall return to work on the expiry date of their maternity leave, or any approved other leave;
 - (3) the employee acknowledges that the Employer shall be entitled to recover monies paid pursuant to the SEIB Plan on a pro-rated basis in the event that they do not return to the Employer's service.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages bi-weekly on a Friday, through direct deposit, in accordance with schedules attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

Employees may elect to have their pay deposited into more than one account.

20.02 Part-Time Employees

Regular Part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

- (a) Sick Leave Credits are accumulated at the same rate for Full-time and Part-time employees, currently ten and one half (10 1/2) hours per month.
- (b) Vacation entitlement is the same for Full-time and Part-time employees, currently five (5) working days are equal to one (1) week. A five (5) working days week, when used, is equivalent to the number of days in the week for Full-time and Part-time, regardless of employee status.
- (c) Benefits: The premium cost of providing these benefits shall be eighty percent (80%) paid by the Employer and twenty percent (20%) paid by the employee. The benefit is the same for Full-time and Part-time employees. If the benefit is based on income, the benefit reflects the employee's income (group life, LTD, etc.). Where the benefit does not reflect income, then the Part-time employee receives the same benefit as the Full-time employee (dental, medical etc.).

- (d) **When any of the above-noted holidays in Article 14.01 falls on an employee's scheduled day off, the employee who is regularly scheduled to work less than five (5) days per week, will receive holiday pay calculated by the formula:**

"amount paid ÷ days worked."

Where "Amount paid" is the amount paid or payable to the employee for work that is done during, and regular wages that are earned within, the 30 calendar day period preceding the holiday. This includes vacation pay for any days of vacation taken within that period, less any amounts for overtime.

"Days worked" is the number of days the employee worked or earned regular wages within that 30 calendar day period.

- (e) A paid Leave of Absence day, when used, is paid at the same rate as if the employee was at work on that day.
- (f) Retirement Pay: one (1) day is the equivalent of a regular day seven (7) hours, regardless of employee status.
- (g) Rest breaks are fifteen (15) minutes and meal breaks are one (1) or one half (1/2) hour regardless of employee status.

20.03 Daily Guarantee

- (a) Employees reporting for work on the call of the Employer, except school students reporting for work on a school day, shall receive their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
- (1) two (2) hours' pay at their regular rate, except where their condition is such that they are not competent to perform their duties, or they have failed to comply with the Occupational Health and Safety Regulation of the Workers' Compensation Board; and
 - (2) if they commence work, four (4) hours' pay at their regular rate, except when work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
- (b) School students reporting for work on school days on the call of the Employer shall receive their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at their regular rate.

20.04 Special Training Allowance

Employees directed by the Employer to conduct training and who do not have a training component in their job, shall be paid ten percent (10%) above their pay grade rate.

20.05 Pay During Temporary Transfers - Union

A temporary transfer will be granted when an employee is placed in a higher rated position. When a temporary transfer is granted, all hours worked in the higher rated position shall be paid at the base rate of the higher rated position or at ten percent (10%) above the transferred employee's rate **but not to exceed the end rate of the higher rated position**, whichever is greater.

- (a) For Pay Grades 1-10: after one hundred thirty (130) cumulative days have been worked, all hours worked in the higher rated position shall be paid at the end rate of the higher rated position or at ten percent (10%) above the transferred employee's rate **but not to exceed the end rate of the higher rated position**, whichever is greater. The new rate will be effective the next pay period.
- (b) For Pay Grades 11-16: after one hundred thirty (130) cumulative days have been worked, all hours worked in the higher rated position, the employee shall move to the next step as per Schedule A – Hourly Rates 11-16, or at ten percent (10%) above the transferred employee's rate **but not to exceed the end rate of the higher rated position**, whichever is greater. The increment will be effective the next pay period.

20.06 Pay During Temporary Transfers - Exempt

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

20.07 Premium for Supervision

A supervisory premium shall be paid to an employee whose job description does not require them to exercise supervisory responsibilities, but is delegated to take on the shift supervisory responsibilities:

- (a) for a department, for a minimum of three (3) hours; while so employed, the employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour;
- (b) for a library, for a minimum of one half (1/2) hour; while so employed, the employee shall receive a premium of two dollars (\$2) per hour.

20.08 Automobile Allowance

- (a) Employees who use their own vehicles, on a casual or intermittent basis, when authorized to do so by their supervisor, shall receive the automobile allowance rate as set by the Canada Revenue Agency.
- (b) There shall be no obligation on the part of employees to use their own vehicles on the Employer's business on an intermittent basis.

- (c) Employees who are required to use their own vehicles on a regular basis as a condition of employment shall receive the automobile allowance rate as set by the Canada Revenue Agency, and in addition, shall be reimbursed for the difference in car insurance premiums between the rate for "Pleasure Plus Travel to and from Work," and the rate for "Business Use" for their own vehicle based on a minimum of two million (\$2,000,000) dollars and up to five million (\$5,000,000) dollars public liability; three hundred (\$300) dollars deductible for collision and three hundred (\$300) dollars deductible for comprehensive and member as sole driver. Calculations shall be made on the assumption that the highest safe driving discount has been received.
- (d) Where the Employer requires employees to use their own vehicles for Employer business and employees regularly drive three hundred (300) kilometers a month or more, the Employer shall pay for basic BCAA fees. "Regularly" shall mean three hundred (300) kilometers in any six (6) of the previous twelve (12) months.
- (e) **If the employee's insurance covers the business use in question, the Employer shall reimburse the deductible portion for any accepted claim, up to the maximum \$300 deductible, arising out of any accident or vandalism which occurs while an employee is required to use their personal vehicle, whether owned or leased, in the performance of their duties.**

20.09 Premium for First Aid

A premium for First Aid shall be paid to an employee who is designated by the Employer to perform First Aid duties in addition to their normal duties and who holds a valid WorkSafeBC Occupational Health and Safety First Aid Certificate. The employee shall receive a premium of eight-five cents (\$0.85) per hour.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Remuneration Referred to Collective Bargaining

All matters pertaining to the application of remuneration determined by the job evaluation rating scale for an individual job, in relation to other jobs covered by the Collective Agreement, shall be referred to the collective bargaining procedure for implementation.

21.02 Job Descriptions

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- (b) Classifications and job descriptions so established shall not be eliminated without prior notification to the Union.

21.03 Changes in Classifications

When any position not covered by the Wage Schedule attached hereto is established during the term of this Agreement the said position shall be referred to the Joint Job Evaluation Committee for rating.

21.04 Settlement

Any unresolved matters arising concerning the job descriptions will be referred for settlement to the Joint Job Evaluation Committee.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Municipal Pension Plan (Public Sector Pension Plans Act)

- (a) All regular employees appointed to permanent positions and who have completed their probationary period shall participate under the Municipal Pension Plan.
- (b) Subject to approval of the Municipal Pension Plan, regular employees who have completed their probationary period may elect to contribute to the pension plan for their probationary period. In such cases, the Employer shall make its contribution to the plan and shall deduct the employees' contributions over a twelve (12) month period, or such shorter period at the employee's request.
- (c) Casual employees and Pages may be eligible to participate in the Municipal Pension Plan, subject to the Municipal Pension Plan Rules.
- (d) It is agreed existing Employees not currently participating in the Municipal Pension Plan shall not be forced to.
- (e) When an employee has thirty-five (35) years contributory service to the Municipal Pension Plan, the Employer shall contribute the equivalent of its portion of the pension contributions to a registered retirement savings plan of the employee's choice.

22.02 Insurance Benefits

Notwithstanding 20.02, the Employer agrees to provide, and each employee shall be required to participate in insurance plans which provide for the following benefits as a condition of employment from date of hire to a regular position, unless otherwise covered. The premium cost of providing Extended Health benefits shall be eighty-five percent (85%) paid by the Employer and fifteen percent (15%) paid by the employee.

The insurance plans provided by the Employer in Article 22.02 shall be consistent with the Collective Agreement, but the Parties acknowledge that the plans may contain terms and conditions that are not set out in this Agreement that shall apply to the employees. The Employer shall not agree to any changes to Employee Benefits (except administrative changes and changes that do not diminish benefits in any way nor increase the cost of benefit plans), or carrier, except with the agreement of the Union.

The Employer shall advise the Union of any changes in terms and conditions imposed by the carrier. Copies of the carrier's policies shall be provided to the Union. Every time there is a change made to the policy, a copy of the carrier's policy, or the changed provisions, shall be provided to the Union. For more details refer to the insurance benefits carrier website and login to FVRL Staff Site for a printable copy of the CUPE Benefits Booklet. Employees not currently enrolled in any or all of the Insurance Benefit Plans may elect to participate within three (3) months of the date of ratification of a Memorandum of Agreement.

22.03 Medical Services Plan

Medical Services Plan of B.C. for each employee and dependant.

22.04 Extended Health Care Plan

Through Pacific Blue Cross, which includes the following Optional Extended Health Care Benefits:

- (a) Vision Care – four hundred (\$400) dollars coverage every twenty-four (24) month period for each employee and dependant.
- (b) Laser Eye Surgery – **one thousand (\$1000)** dollars lifetime maximum per eye.
- (c) Registered Psychology Option – eighty percent (80%) coverage, **one thousand (\$1000)** dollars payable per year for each employee and dependant.
- (d) Hearing Aid Coverage – up to **two thousand (\$2000)** dollars every sixty (60) months for both adults and dependent.
- (e) Hearing Tests – up to one hundred (\$100) dollars every two (2) years for each employee and dependant.
- (f) Registered Chiropractor – up to a limit of seven hundred (\$700) dollars per calendar year for each employee and dependant.
- (g) Registered Podiatrist – up to a limit of five hundred (\$500) dollars per calendar year for each employee and dependant.
- (h) Coverage for Eye Exams – up to a maximum payable of one hundred (\$100) dollars **every year** for each employee and dependant.
- (i) Birth Control Pills and Devices – for each employee and dependant.
- (j) Specialized Footwear – up to two hundred (\$200) dollars per year for each employee and dependant, when recommended by physician, podiatrist, or licensed practitioner.
- (k) Blood Pressure Monitors, Light Therapy Appliances, and Asthma Medication Nebulizers

- (l) Registered Naturopathic Physician – up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependant.
- (m) Registered Speech Therapist – up to a limit of **five hundred (\$500)** dollars per calendar year for each employee and dependant.
- (n) Approved Acupuncturist – up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependant.
- (o) Bluenet card.
- (p) Lifetime maximum – one million (\$1,000,000) dollars for each employee and dependant.
- (q) Generic drug plan: The Plan will reimburse drug expenses based on the lowest cost equivalent generic drug pricing, except in the case where a doctor indicates “no substitution” for a brand name drug on the prescription.

22.05 Group Life Insurance

- (a) Group Life Insurance in the amount of three times (3x) annual salary, rounded to the next highest one thousand dollars (\$1,000) with a minimum benefit of twenty thousand dollars (\$20,000) and a maximum benefit of two hundred thousand dollars (\$200,000).
- (b) Terminal Illness Advance Payment
If employees are terminally ill and are expected to live less than one (1) year, they shall be eligible for an advance payment of up to fifty percent (50%) of the Group Life benefit, subject to the provisions of the Group Life Insurance Plan. The remaining benefit, less interest, will be paid to the beneficiary or estate when the employee dies.
- (c) Subject to the provisions of the Group Life Insurance Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

22.06 Accidental Death and Dismemberment

Accidental Death and Dismemberment Insurance, consistent with the Group Life coverage specified in paragraph (c).

22.07 Group Dental Plan through Pacific Blue Cross

- (a) Basic Services (Plan A) – eighty percent (80%) of the approved schedule of fees, unlimited for each employee and dependent.
- (b) Major Restorative Services (Plan B) – seventy five percent (75%) of the approved schedule of fees, unlimited for each employee and dependent.
- (c) Orthodontic (Plan C) – fifty percent (50%) of the approved schedule of fees to a maximum of seven thousand five hundred (\$7,500) dollars lifetime limit for each employee and dependent.

22.08 Elect to Contract on Group Basis

The Employer may elect to enter into a contract for these services on a group basis provided that accounting will be carried out on an individual unit basis.

22.09 Long Term Disability (LTD)

- (a) The Employer agrees to administer through a mutually agreed carrier an employee-funded Long Term Disability Insurance Plan. Subject to the terms of the Plan, new employees shall be required to participate in the Long Term Disability Plan after having been continuously employed for a period of six (6) months on a regular basis.
- (b) The benefit payable is sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000). If employees qualify for an amount of insurance in excess of four thousand dollars (\$4,000) the benefit may be increased to a maximum of five thousand dollars (\$5,000) provided evidence of good health is approved by the carrier.
- (c) Employees on long term disability shall have the right to continue to participate in the insurance benefits as per Article 22.02 for the first six (6) months of long term disability. Thereafter the employee shall pay one hundred percent (100%) of the premiums for the benefits as per Article 22.02.
- (d) Employees who qualify for long term disability benefits shall not be eligible to claim sick leave benefits beyond the date of acceptance on to long term disability.
- (e) There shall be a Long Term Disability Committee consisting of up to three (3) representatives of the Union and one (1) representative of the Employer. The role of the Committee shall be to negotiate amendments to the Plan with the carrier, as required, and to assist employees in processing appeals. The Employer shall not seek any amendments to the Plan without the approval of the Committee.
- (f) The Employer recognizes that members of the Union Long Term Disability Committee shall be treated as representatives of the policyholder for the purpose of communicating with the insurer regarding disability issues.

22.10 Continuation of Benefits during Work Stoppage

In the event of a work stoppage the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

22.11 Employee Benefit Statement

Annually, the Employer shall provide each employee with a detailed Employee Benefit statement which shall outline, in clear, simple and concise terms, the taxable benefits received and their cost, such as group life insurance, extended health and dental insurance, received by an employee.

22.12 Registered Retirement Savings Plans

The Employer shall maintain a method of payroll deductions for RRSP's.

22.13 Registered Educational Savings Plan

The Employer will establish and maintain a method of payroll deductions for RESP's.

22.14 Employee and Family Assistance Plan

The Employer shall maintain a confidential employee and family assistance plan (EFAP) for regular employees. Any changes to the plan or provider, must be agreed to by the Union. The premium cost of providing these benefits shall be one hundred percent (100%) paid by the Employer.

22.15 Reimbursement for Purchase of Safety Footwear

Employees shall be reimbursed upon presentation of receipts to a maximum of **two hundred dollars (\$200)** per calendar year to assist with the costs of steel-toed shoes/boots **that are required by WorkSafeBC for the safe performance of the employee's job duties.**

ARTICLE 23 - HEALTH AND SAFETY

23.01 Cooperation on Safety

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

23.02 Union-Employer Committee

A Joint Health and Safety Committee shall be comprised of up to six (6) representatives appointed by the Employer, and up to six (6) representatives appointed by the Union. The operation of the Committee shall be as required by WorkSafeBC. The Employer will work with the Joint Health and Safety Committee to raise awareness and consider options relating to ergonomics.

23.03 Meetings of Committee

The Health and Safety Committee shall hold quarterly meetings or as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board of British Columbia.

23.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

23.05 Refusal to Work if Work Conditions Unsafe

An employee may refuse to work on a job or at a workplace which they consider unsafe. If an employee is concerned about the safety of a job or a workplace they will immediately report the condition to their supervisor who will attempt to resolve the situation. If the matter remains unresolved it shall be referred to the Health and Safety Committee. If it is the unanimous opinion of the Committee members that the work situation is safe, the employee shall be subject to discipline if they refused to return to their normal duties after having been so advised. An employee may be assigned alternate duties while the investigation is in progress.

23.06 Information on Products Used in Work Environment

Upon request the Employer shall provide to the Health and Safety Committee the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

23.07 Accident Reports and Records

Upon request of either Party to the Health and Safety Committee the Employer shall provide the members of the Committee with all accident reports and other Health and Safety records, including records, reports, and data provided to and by the Workers' Compensation Board and other government departments and agencies.

23.08 Violence in the Workplace and Working Alone

The Health and Safety Committee shall maintain a sub-committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The sub-committee shall develop and implement strategies to deal with the problem of violence in the workplace and working alone.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Committee

- (a) A Technological Change Committee shall be established and be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.
- (b) Meetings of the Committee shall take place at the request of either Party with the view of making joint recommendations regarding the introduction of technological change and its anticipated impact so that problems and negative consequences can be avoided.
- (c) Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

24.02 Displacement

No regular employee shall be dismissed or have regular hours reduced by the Employer because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

24.03 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

24.04 Significant Technological Change

Where the Employer introduces, or intends to introduce a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated; either Party may refer the matter to an Arbitration Board constituted pursuant to Article 9 of this Agreement.

24.05 Arbitration Board Decision on Technological Change

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make one or more of the following orders:

- (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- (b) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (c) that the Employer reinstate any employee displaced by reason of the technological change;
- (d) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- (e) that the matter be referred to the Labour Relations Board; and an order made under this clause is binding on all persons bound by this Collective Agreement.

24.06 Electronic Monitoring

The Parties recognize that volume measurement may be necessary to obtain an objective evaluation of the level of production of a department or library. However, there shall be no electronic monitoring of an individual's work output for the purpose of evaluating performance.

ARTICLE 25 - JOB SECURITY

25.01 Contracting Out

No bargaining unit employee shall be laid off as a result of the Employer contracting out any of its present work or services.

25.02 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergencies or in cases mutually agreed upon in writing by the Parties.

25.03 Library Services

Should the Employer enter into any agreement with another Party to provide library services, the Employer shall ensure that the agreement with the other Party includes a provision that all employees in the library or associated facility shall be members of the Union and that they shall be covered by this Collective Agreement.

This provision shall apply to any public-private partnership or any other agreement.

ARTICLE 26 - STAFF DEVELOPMENT

26.01 Staff Development and Orientation

The Union and the Employer jointly agree that staff development and orientation ensures that the employee gains the necessary skills to perform the best possible job and is instrumental in providing for a more fulfilling work situation. All employees within the bargaining unit will be eligible for staff development privileges.

26.02 Job Enhancement

The Employer shall inaugurate and maintain a program of job exchanges so that every regular employee shall, according to provisions of seniority and without affecting the rate of pay, have the opportunity to obtain a basic understanding of the Regional Library system. Each job enhancement will be scheduled for a maximum of seven (7) hours.

26.03 Employer Directed Training

- (a) Employees attending an in-service function provided by the Employer on their day of rest shall be compensated with equal time off at a time mutually agreed upon with the Supervisor and be paid straight time for the time expended.
- (b) Employees attending an in-service function provided by the Employer on any day other than their day of rest shall be paid straight time for the time expended.
- (c) The Employer may deny an employee attendance at an in-service function.
- (d) The Employer shall pay the cost of employees attending on its behalf training programs, conferences, seminars and workshops. Employees who attend, on behalf of the Employer, training programs, conferences, seminars and workshops outside of their normal working hours shall be paid their classification rate for time so spent.

26.04 Training Reimbursement

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Employees shall be paid fifty percent (50%) of the course fee upon enrolment and the balance on successful completion.

26.05 Education Leave

It is recognized that employees may wish to enhance or advance their level of education in their profession. In such circumstances regular employees may request an educational leave of absence. The educational leave of absence will be treated as a general leave of absence for the purpose of accruals and benefits except that seniority shall continue to accrue for the duration of the unpaid education leave. Such request for leave of absence shall not be unreasonably withheld.

26.06 Professional Development Leave

Employees may receive, at the discretion of the Employer, time off without loss of pay to attend seminars, workshops or courses related to their profession or to their advancement through their profession. Approval for such leave shall not be unreasonably withheld.

26.07 Sabbatical Leave

Following the completion of five (5) years of consecutive service an employee's request for a sabbatical leave without pay shall be granted for a maximum period of twelve (12) months. Sabbatical leaves without pay shall be granted in accordance with the following terms:

- (a) The Employer reserves the right to limit the number of employees on sabbatical leave at any one time.
- (b) An employee cannot apply for another period of sabbatical leave until five (5) consecutive years of service have been completed following return from the previous leave.
- (c) In the event there is more than one application covering the same time period, employees who have not previously had a sabbatical leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.
- (d) Notwithstanding the provisions of Article 11.01, the Employer shall only be required to issue one job posting to replace an employee on Sabbatical Leave.
- (f) Seniority and benefits shall accrue as provided for in Article 18.06.

26.08 Deferred Salary Leave (See Schedule D)

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

27.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon notice to the other, may reopen this present Agreement for negotiation.

ARTICLE 28 - CROSSING OF LEGAL PICKET LINES

28.01 Crossing of Legal Picket Lines

No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Federal Government. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

ARTICLE 29 - JOB SHARING – LIBRARIANS

29.01 Limitations

The Employer shall permit Librarians to enter into job sharing arrangements provided that the Employer retains the discretion to establish, and alter, a limit on the number of Librarians involved in job sharing both system-wide and within a particular library, should the Employer make a bona fide decision that job sharing arrangements have reached the point where they are creating significant administrative difficulties or are affecting the proper delivery of services by the Employer. All job share arrangements will be reviewed at the six (6) and twelve (12) month points in order to ensure they are meeting the above criteria.

29.02 Application

Librarians who wish to participate in job sharing arrangements must apply in writing to the Employer.

29.03 No Extra Costs

There shall be no extra cost to the Employer as a result of implementing or maintaining any job sharing arrangement.

29.04 Vacation Entitlement and Pay

The vacation entitlement of the Librarians in a job sharing arrangement will be in accordance with Article 15 of the Agreement with respect to the length of annual vacation, but pay for the annual vacation will be pro-rated according to the regularly scheduled hours worked by the employee in the vacation year. If an employee who is job sharing works hours in addition to the employee's regularly scheduled hours, the employee will not receive any additional vacation entitlement but will receive payment commensurate with years of service for those additional hours as vacation pay.

29.05 Cost Incurred Limited to One Position

The two Librarians involved in each job sharing arrangement shall share the wages, benefits and conditions provided by the Collective Agreement to a combined maximum cost to the Employer which is not more than if one employee occupied that position. Where it is not possible to split a benefit or condition between the two Librarians, one or both shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.

29.06 Seniority

Seniority shall be governed by Article 10.

29.07 Sick Leave

A job-sharing employee shall accrue five and a quarter (5.25) hours sick leave for every month worked.

29.08 Coverage in Absence

When one incumbent of a job sharing arrangement is absent (e.g., sick leave, vacation, etc.) the other employee of that arrangement shall make every reasonable effort to cover for such absence by working full-time rather than employing a temporary replacement, when full-time coverage is required by the Employer.

29.09 Overtime

Overtime provisions of this agreement shall not apply until a job-sharing member has worked up to and including the normal workdays in a week for a full time employee (thirty-five (35) hours per week).

29.10 Increments

A job-sharing employee shall be eligible for an increment on the employee's yearly anniversary of date of employment.

29.11 Terminations of Job Sharing by Employer

Any job sharing arrangement that is implemented by the Employer may be terminated by the Employer, if in the judgment of the Employer, the job sharing arrangement is creating administrative difficulties or is affecting the proper delivery of services by the Employer. The Employer will provide ninety (90) days notice in writing of termination of the job sharing arrangement to the affected Librarians.

29.12 Terminations of Job Sharing by Employees

If the employment of one (1) or both Librarians in a job sharing arrangement terminates, the job sharing arrangement may, at the discretion of the Employer, be terminated.

29.13 Employee Rights on Termination

In the event that a job sharing arrangement is terminated, the senior employee of the two (2) Librarians participating in the job sharing arrangement will be entitled to the resulting full time position, and the other job sharing employee will be entitled to exercise their rights contained in the Collective Agreement.

ARTICLE 30 – GENERAL

30.01 Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

30.02 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

30.03 Copies of Agreement

On commencing employment, all employees will be provided with a copy of the Collective Agreement.

30.04 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 31 - SCHEDULES

31.01 Schedules

- (a) The Schedules of wages, classifications, special provisions and hourly rate for all employees of the Employer covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- (b) Job evaluations and maintenance shall be in accordance with Schedule "B", "C", and "D" attached hereto and forming part of this Agreement.
- (c) Deferred Salary Leave shall be in accordance with Schedule "E".

ARTICLE 32 - TERM OF AGREEMENT

The term of the Collective Agreement shall be for **two (2)** years from **January 1, 2023** to **December 31, 2024**, both dates inclusive. Subsections (2) and (3) of section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to this Agreement. Should either Party at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice require the other Party to commence collective bargaining, or should the Parties be deemed to have given notice under section 46(4) of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither Party shall make any changes or alter the terms of this Agreement until:

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

whichever is the earliest.

In witness whereof both Parties hereto have executed their presence on this 24th day of January, 2024.

Sealed with the seal of the
Fraser Valley Regional Library
and signed in the presence of its
proper authorities.

Chair _____
Chief Executive Officer _____

A circular blue seal for the Fraser Valley Regional Library. The outer ring contains the text "FRASER VALLEY REGIONAL LIBRARY". The center features a stylized graphic with the word "SEAL" prominently displayed.

Sealed with the seal of the
Canadian Union of Public
Employees, Local Union 1698
and signed in the presence of its
proper authorities.

President _____
Recording Secretary _____

A circular blue seal for the Canadian Union of Public Employees, Local Union 1698. The outer ring contains the text "CANADIAN UNION OF PUBLIC EMPLOYEES". The center contains the text "LOCAL 1698".

WAGE INCREASES

- (a) Effective January 1, 2023, all hourly rates will be increased by 5.5%. The new hourly wage rates shall be rounded to the nearest whole cent.**

- (b) Effective January 1, 2024, all hourly rates will be increased by 4%. The new hourly wage rates shall be rounded to the nearest whole cent.**

ONE-TIME INFLATION PAYMENT

The Employer and the Union agree to a one-time inflation payment of two percent (2%) on 2022 fiscal earnings to employees of the Employer who were employed with the Employer in 2022.

SCHEDULE "A" - HOURLY RATES

January 1, 2023 – December 31, 2024

Pay Grades	Positions	Start / End Rates	2023 New rates	2024 New rates
	Page	End	20.58	21.40
PAY GRADE 1		Start	27.52	28.62
		End	28.22	29.35
PAY GRADE 2		Start	28.23	29.36
		End	28.99	30.15
PAY GRADE 3		Start	29.02	30.18
		End	29.67	30.86
PAY GRADE 4		Start	29.69	30.88
		End	30.44	31.66
PAY GRADE 5	Customer Services Assistant 1	Start	30.47	31.69
	Delivery Driver	End	31.19	32.44
PAY GRADE 6		Start	31.20	32.45
		End	31.89	33.17
PAY GRADE 7	Accounts Payable / Purchasing Clerk	Start	31.91	33.19
	Collections Coordinator Customer Accounts Administrator Customer Services Assistant 2 Inter-Library Loan Coordinator Library Services Assistant Outreach Services Assistant Driver – Outreach Services/Shipping & Receiving Payroll / Finance Assistant	End	32.63	33.94

PAYGRADE 8	Customer Experience Operations Administrator Library Supervisor 1 Payroll Assistant Systems Technician	Start	32.64	33.95
		End	33.33	34.66
PAY GRADE 9		Start	33.35	34.68
		End	34.12	35.48
PAY GRADE 10	Library Supervisor 2 Marketing & Communications Specialist	Start	34.13	35.50
		End	34.82	36.21
PAY GRADE 11	Accountant Acquisitions Supervisor Librarian 1 Library Supervisor 3 Outreach Services Supervisor Shipping and Receiving Supervisor	Step 1	35.62	37.04
		Step 2	37.01	38.49
		Step 3	38.49	40.03
		Step 4	40.00	41.60
		Step 5	41.58	43.24
PAY GRADE 12	Library Supervisor 4 Systems Analyst	Step 1	37.09	38.57
		Step 2	38.54	40.08
		Step 3	40.07	41.67
		Step 4	41.66	43.33
		Step 5	43.33	45.06
PAY GRADE 13	System Analyst Supervisor	Step 1	38.54	40.08
		Step 2	40.06	41.66
		Step 3	41.66	43.33
		Step 4	43.33	45.06
		Step 5	45.07	46.87
PAY GRADE 14	Collection Development Specialist Community Development Specialist Digital Services Specialist Events Specialist Librarian 2 STEAM Specialist	Step 1	40.00	41.60
		Step 2	41.58	43.24
		Step 3	43.24	44.97
		Step 4	45.01	46.81
		Step 5	46.82	48.69

PAY GRADE 15	Collections Services Specialist	Step 1	41.64	43.31
	Customer Services Specialist	Step 2	43.30	45.03
	Librarian 3	Step 3	45.04	46.84
	Senior Infrastructure Administrator	Step 4	46.85	48.72
	Senior Network Administrator	Step 5	48.77	50.72

PAY GRADE 16		Step 1	43.24	44.97
		Step 2	45.01	46.81
		Step 3	46.82	48.69
		Step 4	48.72	50.67
		Step 5	50.71	52.74

NOTES:

- 1) The end rates for Regular employees becomes effective on the first pay period after completion of six (6) calendar months service in the position.
- 2) Increments shall be paid effective the first pay period after the anniversary of the date the employee started in the classification.
- 3) The end rates for Casual employees at Pay Grade 1 to Pay Grade 10 inclusive shall become effective on the first pay period after completion of nine hundred and ten (910) accumulated hours of service in the same classification with the Fraser Valley Regional Library.

LETTER OF UNDERSTANDING - JOB EVALUATION

1. A Committee shall be composed of up to four (4) representatives of each Party to discuss and seek agreement on an updated plan and maintenance procedure. The Parties shall review the CUPE Gender Neutral Job Evaluation Plan in their discussions.
2. The Committee shall make recommendations to the Bargaining Committee of each Party and, if the Bargaining Committees agree, the Committees recommendations shall form the new Job Evaluation Plan.
3. If the Bargaining Committees cannot agree, the matter shall be referred to a mutually agreed upon arbitrator to determine what the Job Evaluation Plan shall be.

In witness whereof both Parties hereto have executed their presence on
24 January 2024.

Sealed with the seal of the
Fraser Valley Regional Library
and signed in the presence of its
proper authorities.

Chair 
Chief Executive Officer 
The seal is circular with a double-line border. The outer ring contains the text "FRASER VALLEY REGIONAL LIBRARY" at the top and "1930" at the bottom. The inner circle contains the word "SEAL" in large, bold, capital letters.

Sealed with the seal of the
Canadian Union of Public
Employees, Local Union 1698
and signed in the presence of its
proper authorities.

President 
Recording Secretary 
The seal is circular with a double-line border. The outer ring contains the text "CANADIAN UNION OF PUBLIC EMPLOYEES" at the top and "LOCAL 1698" at the bottom.

SCHEDULE "B" – RATING CLASSIFICATION

Job Title	1 Know	2 Exp	3 Com	4 M/S	5 P/A	6 Dex	7 Jud	8 Acct	9 Sup	10 W/C	11 M/D	Points	Pay Band
Accountant	4	7	5	4	1	4	4	4	2	1	2	382	11
Accounts Payable/Purchasing Clk	2	3	5	2	2	3	4	3	2	1	1	277	7
Acquisitions Supervisor	4	5	5	3	3	4	4	4	4	3	2	396	11
Collections Coordinator	3	3	4	4	3	3	3	2	1	3	2	281	7
Collections Development Specialist	8	7	5	3	1	3	5	5	3	1	4	487	14
Collections Services Specialist	8	9	5	3	1	3	6	5	5	1	3	534	15
Community Development Specialist	7	7	6	4	4	3	5	5	1	5	3	497	14
Customer Accounts Administrator	1	4	5	2	2	3	5	3	1	3	2	274	7
Cust Exper (CX) Oper Administrator	3	3	5	2	2	3	4	4	2	2	2	317	8
Customer Services Assistant 1	2	2	3	2	4	2	3	2	1	5	2	239	5
Customer Services Assistant 2	3	2	4	2	3	3	3	3	1	4	3	281	7
Customer Services Specialist	8	9	6	3	1	3	6	6	4	1	3	548	15
Delivery Driver	2	3	2	3	5	1	2	3	1	5	2	243	5
Digital Services Specialist	7	7	6	4	1	3	5	5	3	2	3	487	14
Driver - Outreach Serv/Ship & Rec	2	3	4	3	5	1	3	3	1	5	2	279	7
Events Specialist	8	7	6	3	1	3	6	5	4	1	3	516	14
InterLibrary Loan Coordinator	2	4	3	3	2	3	3	3	3	1	2	272	7
Librarian 1	8	2	4	3	2	3	4	3	4	3	3	409	11
Librarian 2	8	7	5	3	2	3	5	4	4	3	4	500	14
Librarian 3	8	9	5	3	2	3	5	5	5	3	4	542	15
Library Services Assistant	3	2	4	3	2	4	3	3	2	2	3	287	7
Library Supervisor 1	2	3	4	2	4	3	3	3	3	5	3	303	8
Library Supervisor 2	4	3	4	2	3	3	4	4	4	5	3	368	10
Library Supervisor 3	4	5	5	3	3	3	4	4	4	3	4	401	11
Library Supervisor 4	4	5	5	2	3	3	5	5	4	3	4	419	12
Marketing & Communications Specialist	5	5	4	4	1	4	4	4	1	1	3	363	10
Outreach Services Assistant	3	2	4	3	4	3	3	3	1	3	2	282	7
Outreach Services Supervisor	4	4	5	3	4	3	4	4	4	4	4	391	11
Payroll Assistant	3	5	3	4	2	4	2	4	2	1	2	301	8
Payroll/Finance Assistant	2	5	3	4	2	4	2	4	1	1	2	273	7

Senior Infrastructure Admin	6	9	6	4	2	3	6	6	4	1	4	528	15
Senior Network Administrator	6	9	6	4	2	3	6	6	4	1	4	528	15
Shipping & Receiving Supervisor	2	5	5	3	3	3	4	5	5	3	3	382	11
STEAM Specialist	8	7	6	3	3	3	6	5	3	2	2	516	14
Systems Analyst	6	5	4	4	2	3	4	5	3	2	4	423	12
Systems Analyst Supervisor	6	5	5	4	2	3	5	5	4	2	4	457	13
Systems Technician	3	5	4	2	3	3	3	3	2	4	3	321	8

SCHEDULE "B" - JOINT JOB EVALUATION PLAN

SKILL FACTOR: SUBFACTOR 1 - KNOWLEDGE

Definition:

This subfactor measures the general knowledge and specialized or vocational training necessary to perform the job duties in a satisfactory manner and has no relationship to the academic achievement of an employee. The degree levels are normally expressed in terms of formal education or equivalent. Similar levels of achievement can be obtained through related experience, courses or self-improvement

Degrees:

- (1) Grade 12 graduation or equivalent.
- (2) Grade 12 graduation or equivalent plus additional courses of up to and including one year, or equivalent combination of knowledge and experience.
- (3) Grade 12 graduation plus an additional program of over one and up to and including two years, or equivalent combination of knowledge and experience.
- (4) Grade 12 graduation plus an additional program of over two and up to and including three years, or equivalent combination of knowledge and experience.
- (5) Undergraduate degree or equivalent.
- (6) Undergraduate degree or equivalent, plus an additional program of up to and including one year, or equivalent combination of knowledge and experience.
- (7) Graduate degree from an accredited school.
- (8) Graduate degree from an accredited school plus additional post-secondary education of up to and including one year.

SKILL FACTOR: SUBFACTOR 1 – KNOWLEDGE

Notes to Raters:

- (1) Use today's educational levels and standards of British Columbia. It is the level of knowledge normally required using "today's standards" which must be measured, not the educational background of the incumbent.
- (2) Additional training/courses required to perform the duties of the job should be considered in this subfactor.
- (3) For jobs coming from an apprenticeship or co-op program, only the actual classroom time is measured in this subfactor; time spent learning on-the-job is measured under the experience subfactor.
- (4) Keyboarding skills (accurate to 30 wpm) are assumed to be included in high school graduation. If the position requires over 30 wpm, credit for an additional course will be recognized.
- (5) Definitions:
 - (a) Credit – "A standard credit represents a minimum of one hour per week of classroom work for a semester. Most courses carry three credits but require more than three hours of classroom work or the equivalent in laboratories, seminars, tutorials, etc." (per Langara College)
 - (b) Course – At least 12 weeks (semester-long).
 - (c) Year – 60 or 120 credit hours for university level.
- (6) Fluency in one or more languages other than English is equivalent to an additional year of educational study.

SKILL FACTOR: SUBFACTOR 2 – EXPERIENCE

Definition:

This subfactor should be considered when the degree of knowledge is established. It serves as a scale of measurement for the amount of practical experience that an average individual having the appropriate theoretical knowledge, specific education and specialized training, would require to be able to perform the job duties. It includes the sum of (a) and (b):

- (a) Experience in any related work or work in lesser positions and other relevant work and life experiences which are necessary for performance of the job.
- (b) The period of training and adjustment on the job itself.

Degrees:

- (1) Up to and including three months.
- (2) Over three months, up to and including six months.
- (3) Over six months, up to and including one year.
- (4) Over one year, up to and including one and one-half years.
- (5) Over one and one-half years, up to and including two years.
- (6) Over two years, up to and including two and one-half years.
- (7) Over two and one-half years, up to and including three years.
- (8) Over three years, up to and including three and one-half years.
- (9) Over three and one-half years, up to and including four years.

SKILL FACTOR: SUBFACTOR 2 – EXPERIENCE

Notes to Raters:

- (1) Experience covers the time required to learn the practical application of theoretical knowledge to work situations or problems, and to learn the necessary techniques, methods, practices, procedures, use of forms, routines, etc.
- (2) Under this subfactor, no consideration is given to the maturing of the individual.
- (3) Experience includes the years spent in an apprenticeship, co-op or similar training program excluding formal classroom time.
- (4) Field time required for membership in a professional organization, designation, or requirements for a license should be considered under this subfactor.
- (5) This subfactor does not measure the actual experience of the incumbent(s) and bears no relation whatsoever to the hiring practice of the organization.
- (6) Life experiences to including categories such as homemaking, child rearing, participation in sports, clubs, volunteer work, etc.
- (7) Every day is not spent acquiring new knowledge through experience.
- (8) Assess on the job learning time at full time equivalency.

SKILL FACTOR: SUBFACTOR 3 – COMMUNICATION SKILLS

Definition:

This subfactor measures the skills and abilities necessary in communicating with others, be they co-workers, members of the public, community or business contacts. These communications, written and/or oral, carry varying degrees of responsibility.

Degrees:

- (1) Courtesy is required in explaining and/or exchanging data or information with internal and/or external customers.
- (2) Courtesy and tact are required for the explanation and discussion of information with internal and/or external customers.
- (3) Tact and discretion are required for the explanation and discussion of information with internal and/or external customers.
- (4) Tact and discretion are required in clarifying and interpreting information with internal and/or external customers.
- (5) Effective communication and human relations skills are required for problem solving and securing agreement with internal and/or external customers.
- (6) Contacts are a major element of the job requiring considerable diplomacy, communication and human relations skills for such purposes as influencing, persuading, motivating, or negotiating with others, and in dealing with highly sensitive issues.

SKILL FACTOR: SUBFACTOR 3 – COMMUNICATION SKILLS

Notes to Raters:

- (1) Contacts of a normal supervisory nature are not considered under this subfactor.
- (2) Communication skills include skills such as oral presentation skills, writing skills (report, correspondence), listening and observation skills.
- (3) Definitions:
 - (a) Tact is: a keen sense of what to do or say in a difficult or delicate situation in order to maintain good relations with others or avoid offense.
 - Implies both skill and consideration in dealings with others and an empathetic understanding in observing the feelings of others.
 - Skill involved in creating a good impression when meeting strangers or in handling a new or difficult situation.
 - (b) Discretion is: a cautious reserve especially in speech.
 - Ability to make decisions which represent a responsible choice and for which an understanding of what is lawful, right or wise is presupposed.
 - (c) Diplomacy is: skill in managing communications and interpersonal relationships to secure understanding and agreement.
 - Implies the practice of negotiations between Parties.
 - Includes the skill of non-confrontational communication to reach a positive outcome.

EFFORT FACTOR: SUBFACTOR 4 – MENTAL AND SENSORY EFFORT

Definition:

This subfactor measures the period of time wherein mental, visual and/or aural concentration that results in mental/sensory fatigue is required in the job. Both the frequency and duration of the effort are to be considered.

Degrees:

- (1) Almost continuous periods of short duration.
- (2) Frequent periods of intermediate duration.
- (3) Almost continuous periods of intermediate duration.
- (4) Almost continuous periods of long duration.

EFFORT FACTOR: SUBFACTOR 4 – MENTAL AND SENSORY EFFORT

Notes to Raters:

- (1) Attentiveness is required for all jobs; therefore rate tasks requiring focused concentration.
- (2) Concentrations may include activities such as listening, interpreting, reading, watching, driving, inputting data, or a combination of the senses (sight, smell, touch and hearing) required in the course of doing the job which results in mental/sensory fatigue.
- (3) Consider components such as the requirement for simultaneous processing of information (i.e., maintaining concentration despite frequent interruptions or changes in work priorities).
- (4) This factor measures the effort required to complete the tasks of the position.
- (5) Duration of uninterrupted time is measured as follows:

<i>Short</i>	<i>Up to and including ½ hour on one type of duty</i>
<i>Intermediate</i>	<i>Over ½ hour, and up to and including 1.5 hours</i>
<i>Long</i>	<i>In excess of 1.5 hours.</i>

Frequency related to work carried out on a regular basis throughout the year is defined as follows:

Frequent	Several times a day or at least four days a week
Almost continuous	Most working hours for at least an average of four days per week.

EFFORT FACTOR: SUBFACTOR 5 – PHYSICAL ACTIVITY

Definition:

This subfactor measures the strength and endurance required to perform the job duties. This subfactor recognizes the expending of energy and resulting fatigue in lifting, standing, or walking as well as remaining in one position for extended periods, sitting, standing, or working at a computer terminal or driving.

Degrees:

- (1) Positions require light physical demand; includes intermittent sitting, standing or walking and occasional lifting and transporting of materials such as files and mail.
- (2) Positions require handling of library materials; frequent standing and/or walking.
- (3) Positions require medium physical demands; lifting and handling of boxes of library materials; frequent standing and/or walking.
- (4) Positions require frequent lifting and handling of boxes of library materials; continuous standing and/or walking.
- (5) Positions require heavy/strenuous physical demands such as loading and unloading of equipment and boxes of library materials; frequent long hours in driving library delivery vehicles.

EFFORT FACTOR: SUBFACTOR 5 – PHYSICAL ACTIVITY

Notes to Raters:

- (1) Consider restriction of movement.
- (2) Definitions of Physical Exertion and Duration:
 - (a) Types of physical exertion:

<i>Light</i>	<i>Sitting, walking, keyboarding, wandering, lifting weights not exceeding 5 kg</i>
<i>Medium</i>	<i>Standing, climbing stairs, shelving, lifting weights not exceeding 10 kg.</i>
<i>Heavy</i>	<i>Stopping, kneeling, crouching, lifting weights exceeding 10 kg., driving</i>
 - (b) Duration: In determining the duration of time, consideration is given to the frequency of the task during the normal work day or shift.

<i>Occasional</i>	<i>Up to and including one hour</i>
<i>Frequent</i>	<i>Over one hour and up to and including two hours</i>
<i>Continuous</i>	<i>In excess of two hours</i>

- (3) Definitions of Weights:
 - (a) Light – 5 kg.
 - 1 Computer terminal (1.8 kg)
 - 4 Encyclopaedia (average .881 kg.)
 - 4 Fiction books (average .468 kg.)
 - 1 ILL bag (max. weight for library rate – 5 kg.)
 - 1 Laminating film roll 25" (4 kg.)
 - (b) Medium – 6-10 kg.
 - 1 Brown paper roll (laminating) (8.6 kg.)
 - 1 Canada Post mail box (out) (average 8 kg.)
 - 1 Printer (sheet feed) (9 kg.)
 - 1 Filled FVRL book sale box.
 - (c) Heavy – over 10 kg.
 - 1 Outreach box, blue (13.15 kg.)
 - 1 B & T box (15 kg.)
 - 1 Canada Post mail box (in) (average 11 kg.)
 - 1 Large supplier box (books) (31 kg.)
 - 1 Printer (laser) (34 kg.)
 - 1 Van box loaded (11.8 kg.)

EFFORT FACTOR: SUBFACTOR 6 - DEXTERITY

Definition:

This subfactor measures the level of dexterity required by a job. The levels of manual dexterity are determined by considering the elements of speed and/or accurate hand/eye (or hand/foot) coordination necessary in performing the tasks. Movements can be either fine or coarse.

Degrees:

- (1) Accurate coordination of coarse movements, where speed is a secondary consideration. There is a requirement for some fine movements.
- (2) Accurate coordination of coarse movement, where speed is a major consideration. There is a requirement for some fine movements.
- (3) Accurate coordination of fine movements, where speed is secondary consideration. There is a requirement for some coarse movements.
- (4) Accurate coordination of fine movements, where speed is a major consideration. There is a requirement for some coarse movements.

	COORDINATION		
SPEED	COARSE		FINE
Secondary	1		3
Major	2		4

EFFORT FACTOR: SUBFACTOR 6 – DEXTERITY

Notes to Raters:

- (1) Examples of coarse movements are: Clearing book drop; scanning/wanding materials; desensitising and sensitising materials; sorting and delivering mail and other materials; shifting, shelving and weeding of materials; loading, moving and unloading of book trolleys or van boxes, arranging books in order on shelves and trolleys; use of library equipment such as copiers or readers; etc. (use of whole hand or arm).
- (2) Examples of fine movements are: Keyboarding and mouse skills; word processing; writing; labelling; using the cash register; using a calculator; repairing fine instruments/equipment/materials; etc. (use of fingers).
- (3) When rating a position take into consideration the primary job duties and time spent performing them.
- (4) Typing speed required should be considered when rating a position.

RESPONSIBILITY FACTOR: SUBFACTOR 7 – JUDGEMENT

Definition:

This subfactor measures the judgment, choice of action and initiative required in applying routines, procedures, or policies to complete the job duties.

Degrees:

- (1) This job requires the application of established routines that are well defined or detailed. There is little or no choice of action.
- (2) The job requires the application of established routines or procedures. Work may involve a choice of routines.
- (3) The job requires adapting established routines or procedures. Work involves a choice of methods or procedures.
- (4) The job requires that changes be recommended to established routines or procedures. Work involves a choice of methods or procedures or sequence of operation.
- (5) The job requires working towards assigned objectives. The job requires the development of procedures to meet policy objectives.
- (6) The job requires analysis of broad problems or issues, and may involve recommending changes to establish policies.

RESPONSIBILITY FACTOR: SUBFACTOR 7 – JUDGEMENT

Notes to Raters:

- (1) This subfactor deals with the range of choice of action which is within the scope of the job duties, and does not deal with the responsibility for decisions which is dealt with under the accountability subfactor.
- (2) Consider the initiative required in problem solving, analysis of situations and problems, the application of fundamental principles and the extent to which judgement must be exercised in deciding upon the appropriate choices of action.
- (3) Evaluate the judgement permitted within the parameters and constraints of the position. No consideration is given to the capabilities of the incumbent.
- (4) Take into consideration the accessibility of the supervisor.

RESPONSIBILITY FACTOR: SUBFACTOR 8 – ACCOUNTABILITY

Definition:

This subfactor measures the effect of actions on others and covers the relationship between the nature of the work, and the impact of the work on the organization.

Degrees:

- (1) Decisions/actions have minimal positive or adverse impact on operational efficiency. Results are immediately obvious and problems are easily detected and cause little difficulty or loss of time to correct.
- (2) Decisions/actions have a minor positive or adverse impact on operational efficiency. Results are easily and quickly discerned and may cause minor positive impact on image, time and resources, or problems may cause minor disruption, delay or expense for correction.
- (3) Decisions/actions have limited positive or adverse impact on time or resources, services and/or programs, or image. Results may cause limited improvement or disruption in workflow, efficiency or waste of resources usually within a department. Improper handling could cause problems in relationships.
- (4) Decisions/actions have a moderate positive or adverse impact on time or resources, services and/or programs, or image. Results may cause increase/delay or interruption in work output, and moderate efficiency or waste in use of time and resources, which may affect other departments. Improper handling could cause problems in relationships with other departments.
- (5) Decisions/actions have a significant positive or adverse impact on time and resources within the organization. Results may cause significant efficiencies or interruption/delay in work output or service and significant savings or waste in use of time and resources, which may affect other departments or have some continuing influence on operations. Relationships with customers, vendors or the community may be significantly enhanced or affected negatively.
- (6) Decisions/actions have a major positive or adverse impact on time and resources within the organization. Results may cause major gain or loss of resources and continuing influence on operational effectiveness. Productivity and quality of service and resources may be positively or negatively affected on a continuing basis. Relationships with customers, vendors, or the community may be positively or negatively affected on a continuing basis.

RESPONSIBILITY FACTOR: SUBFACTOR 8 – ACCOUNTABILITY

Notes to Raters:

- (1) Consideration needs to be given to the scope of decision making within the position, the nature of the work and the extent of the supervision.
- (2) Consideration should be given to the extent to which work is checked or verified and to the difficulty of detecting any innocent errors.
- (3) Consider accountability in terms such as:
 - Handling money.
 - Damage or loss involving equipment, supplies or property.
 - Disruption or delay of service.
 - Loss of time in detecting and correcting an error.
 - Inaccuracy of reports or records.
 - Safeguarding of restricted information.
 - Morale of others.
 - The seriousness of an error.
 - Impact on public image.
- (4) Do not rate the remote possibility of an exceptional error having a disastrous consequence (consider probability, likelihood, and potential).
- (5) Definitions of some of the terms used in this factor are:

MINIMAL	Insignificant in duration, extent and/or quantity.
MINOR	Short in duration, extent and/or quantity; of minor importance; easily remedied.
LIMITED	A small amount, shared responsibility with safeguards in place.
MODERATE	Noticeable in duration, extent and or quantity, above the normal or average level.
SIGNIFICANT	Considerable in duration, extent and/or quantity; not easily remedied; of grave importance.
MAJOR	Greater in duration, extent and/or quantity; momentous.

RESPONSIBILITY FACTOR: SUBFACTOR 9 – SUPERVISION

Definition:

This subfactor measures the degree of leadership required in the position, including direct or advisory responsibility for supervising the work of others such as library employees, grant and work experience personnel, volunteers, and contractors.

Staff positions may not have direct responsibility for others, but may provide advice, functional direction and/or training across the organization and thereby direct the work of others.

Direct supervision applies to employees only. Advisory supervision may apply to employees as well as grant and work experience personnel, volunteers, and contractors.

Degrees:

- (1) **Direct** – Little or no responsibility. May provide orientation as required.

Advisory – Provides orientation and guidance or assistance in areas such as policies and procedures and work unit methods and procedures

- (2) **Direct** – Provides orientation and guidance or assistance in areas such as policies and procedures and work unit methods and procedures.

Advisory – Supervision includes responsibilities such as checking, verifying, reviewing, adjusting, correcting, training, coordinating and/or assigning work to ensure completion of the work assignments.

- (3) **Direct** – Supervision includes responsibilities such as checking, verifying, reviewing, adjusting, correcting, training, coordinating and/or assigning work to ensure completion of the work assignments.

Advisory – Supervision includes responsibilities such as input to selection and evaluating work performance, scheduling and organization of work assignments and maintaining work unit standards and procedures,

OR

The provision of leadership through giving advice or guidance requiring the exchange of factual data.

- (4) **Direct** – Supervision includes responsibilities such as input to hiring and evaluating work performance, scheduling and organization of work assignments and maintaining standards and procedures for one program or work unit.

Advisory – Supervision includes responsibilities such as planning and coordinating a variety of work assignments, input into selection and evaluating work performance, determining related training and orientation requirements, ensuring adherence to standards, procedures and practices.

OR

The provision of leadership through giving advice or guidance that requires interpretation and judgement.

- (5) **Direct** – Supervision includes responsibilities such as planning and coordinating a variety of work assignments, input into hiring and evaluating work performance, determining related training and orientation requirements, ensuring adherence to standards, procedures and practices for more than one program or work unit or supervises employees who are supervisors. (i.e. second level supervisor).

OR

The provision of leadership by guiding the development, recommendation and implementation of new or changed policy.

RESPONSIBILITY FACTOR: SUBFACTOR 9 – SUPERVISION

Notes to Raters:

- (1) In rating, consider the nature of leadership whether direct or advisory, and the advice, functional direction and training required to carry out the functions of the job.
- (2) Credit is given for the highest typical level of Leadership/Supervision required to perform the duties of the job.
- (3) The rater should analyse the job functions to determine the amount of Leadership/Supervision required by the job. Compare the analysis to the benchmarks and definition and select the degree which best describes the job.
- (4) This subfactor also assesses the character, complexity and job demands associated with the level of leadership over others including full-time, part-time and casual employees, students, volunteers and contractors and informal supervisory actions which an employee is expected to undertake as part of the job.
- (5) Characteristics to be considered include providing input into, or being responsible for:
 - Functional leadership.
 - Assessing performance.
 - Directing or reviewing work.
 - Interviewing and/or giving input into recruiting and hiring.
 - Providing and receiving feedback.
 - Providing on-the-job guidance, direction and assistance.
 - Providing orientation.
 - Providing training.
 - Scheduling, organizing and coordinating work.

WORKING CONDITIONS FACTOR: SUBFACTOR 10 – WORKING CONDITIONS

Definition:

This subfactor measures the type and frequency of disagreeable conditions under which an employee is required to carry out the job duties. This subfactor measures those working conditions which are inherent in the nature of the work and not those which are the accident of surroundings.

Degrees:

- (1) Minor conditions with little exposure.
- (2) Minor conditions with occasional exposure;
OR
Medium conditions with little exposure.
- (3) Minor conditions of frequent exposure;
OR
Medium conditions of occasional exposure;
OR
Major conditions of little exposure.
- (4) Minor conditions of continuous exposure:
OR
Medium conditions of frequent exposure:
OR
Major conditions of occasional exposure.
- (5) Medium conditions of continuous exposure:
OR
Major conditions of frequent exposure.
- (6) Major conditions of continuous exposure.

	Little	Occasional	Frequent	Continuous
Minor	1	2	3	4
Medium	2	3	4	5
Major	3	4	5	6

WORKING CONDITIONS FACTOR: SUBFACTOR 10 – WORKING CONDITIONS

Notes to Raters:

- (1) Raters should consider the many and varied conditions that prevail in the workplace. The types of disagreeable condition are as follows:

Minor (a) Minor conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, lack of privacy, travel, radiation from equipment.

(b) Minor health and accident hazards including the possibility of lost time accidents.

Medium (a) Medium conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, lack of privacy, travel, radiation from equipment.

(b) Exposure to verbal and physical abuse, behaviourally difficult members of the public, etc...

Major (a) Health and accident hazards of a serious nature involving lost time or which may result in partial or permanent disability (e.g., operating a vehicle; operating printing equipment; repetitive tasks).

(b) Working alone.

- (2) Do not consider conditions which are recognized and provided for under the terms of the Collective Agreement (such as shift work).

- (3) The frequency of exposure to undesirable working conditions must be related to work carried out on a regular basis throughout the year.

Little	Once in a while.
Occasional	Once in a while, most days.
Frequent	Several times on a daily basis.
Continuous	Almost all working hours (except coffee and meal breaks).

WORKING CONDITIONS FACTOR: SUBFACTOR 11 - MULTIPLE DEMANDS

Definition:

This subfactor measures the effort, strain or demand on energy from dealing with control over work associated with the job.

Consideration is given to:

- Consistency of work flow.
- Frequency and predictability of deadlines.
- Frequency and predictability of interruptions.

Degrees:

- (1) Job involves limited work pressures. Deadlines are rare and the work pace is consistent. Interruptions and work flow fluctuations are infrequent.
- (2) Job involves some work pressures. Interruptions and pressing deadlines tend to be predictable. Tight, changing deadlines and conflicting demands occur occasionally.
- (3) Job involves moderate work pressures or demands. Interruptions changing deadlines, multiple demands occur regularly but are most often predictable. Occasionally critical deadlines may occur.
- (4) Conflicting work pressures and interruptions in work flow are frequent. Work situations may be unpredictable with shifts in priorities and occasional critical deadlines.
- (5) Work pressures and interruptions in work flow are more or less continuous. Numerous conflicting demands, unpredictable interruptions and tight deadlines occur frequently.

WORKING CONDITIONS FACTOR: SUBFACTOR 11 - MULTIPLE DEMANDS

Notes to Raters:

Some jobs by their very nature consist of shifting from task to task (e.g., answering the phone, checking out books etc.). A job of this type would not be rated highly for interruptions but might rate higher for conflicting demands which are not predictable (e.g., equipment breakdowns, angry customers, etc.).

SCHEDULE "B" - DEGREES AND FACTORS

FACTORS	DEGREES								
	1	2	3	4	5	6	7	8	9
KNOWLEDGE	18	36	54	72	90	108	126	144	
EXPERIENCE	10	20	30	40	50	60	70	80	90
COMMUNICATION	12	24	36	48	60	72			
MENTAL / SENSORY	6	12	18	24					
PHYSICAL ACTIVITY	5	10	15	20	25				
DEXTERITY	5	10	15	20					
JUDGEMENT	12	24	36	48	60	72			
ACCOUNTABILITY	12	24	36	48	60	72			
SUPERVISION	10	20	30	40	50				
WORKING CONDITIONS	5	10	15	20	25	30			
MULTIPLE DEMANDS	5	10	15	20	25				

SCHEDULE "B" - PAY GRADES AND EVALUATED POINTS SPREAD

PAY GRADES	EVALUATED POINT SPREAD
1	115-140
2	141-166
3	167-192
4	193-218
5	219-244
6	245-270
7	271-296
8	297-322
9	323-348
10	349-374
11	375-410
12	411-446
13	447-482
14	483-518
15	519-554
16	555-590

SCHEDULE "C" - MAINTENANCE MANUAL

ARTICLE 1 - PURPOSE

- 1.1 The purpose of this manual is to outline the procedures for the maintenance of the Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Job Evaluation Program between CUPE Local 1698 and the Fraser Valley Regional Library.
- 1.2 To jointly maintain the job evaluation plan for all jobs within CUPE Local 1698.

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Blue-Circled Rate	The wage rate that is higher than the newly established wage rate.
Collective Agreement	The collective agreement currently in effect between the Employer and CUPE Local 1698.
Degree Level	The actual measurement levels within each subfactor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Gender-Neutral	Any practice or program which does not discriminate between employees.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.
Job	Is made up of duties, responsibilities and qualifications that may be assigned to the same job title and held by a single incumbent or a number of incumbents.

Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job through the use of questionnaires, interviews and workplace observation.
Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents.
Job Description	The written description of a job, which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measure the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
Maintenance Committee	The Committee responsible for the maintenance of the job evaluation plan and which is made up of equal representatives from Union and management.
New Job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigning to an existing job.
Out of Schedule Rate	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Position	Is a collection of duties and responsibilities assigned to one person.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.

Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Reclassification	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its total point value or pay rate.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.
Subfactors	Are components of the four major factors.
Tasks	A unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 – THE MAINTENANCE COMMITTEE

- 3.1 The Maintenance Committee shall have equal representation and participation from the Parties, consisting of four (4) representatives from the Employer and four (4) representatives from the local Union.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
 - a) the chairing of the committee meetings;
 - b) the scheduling of regular committee meetings which include notification of appropriate supervisors for committee members' attendance;
 - c) establishing the priority of matters to be acted upon by the committee.
- 3.3 Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- 3.4 Each Party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when

replacing a regular committee member who is absent or unable to attend due to conflict of interest. Alternate members are encouraged to attend all meetings.

- 3.5 The Employer will provide administrative support to the committee. The person performing these functions shall not be a member of the committee. These services shall be under the direction of the co-chairs and shall include:
- a) the distribution of all committee correspondence to the committee co-chairpersons;
 - b) the preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) the preparation and distribution of minutes;
 - d) the preparation and distribution of committee documents.
- 3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.7 Union committee members shall be replaced in their regular jobs for such time as they are working on the Maintenance committee. Such replacements will have all the rights and privileges of the collective agreement.
- 3.8 Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the Parties, subject to the reconsideration procedure set out in Article 7.
- 3.9 The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either Party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other Party's co-chairperson.
- 3.10 Either Party to the agreement may engage advisors to assist its representatives on the Maintenance Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee.

ARTICLE 4 – MANDATE OF THE MAINTENANCE COMMITTEE

4.1 The Maintenance Committee shall maintain the Job Evaluation Program by:

- a) evaluating all the jobs using the job evaluation plan;
- b) maintaining the integrity of the program;
- c) recommending to the Parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- d) recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the Maintenance Committee, co-chairs, incumbent(s), supervisor and the Union;
- e) documenting decision criteria and precedents on an on-going basis for future committee reference.

ARTICLE 5 – JOB ANALYSIS PROCEDURE FOR RATING NEW AND/OR CHANGED JOBS

5.1 The following general procedure shall be used to rate jobs:

- a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the Maintenance Committee along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

- b) Step 2

The committee shall, if necessary, recommend to the Employer that a new job description be drafted based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The committee shall submit the job description to the incumbent(s) and the supervisor for their mutual agreement. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) Step 3

The job shall be rated based on the agreed-upon job description in accordance with the job evaluation plan. The committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace.

d) Step 4

When the committee has completed rating the job, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix A).

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) it is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) jobs are evaluated without regard to existing wage rates;
- c) jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition; and the description of each degree level;
- d) the job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) no interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) the factors and subfactors must have an impact on all jobs being rated;
- g) rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAM

- 6.1 It is important that the Parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the Parties to periodically review jobs upon request and to complete a review of all jobs every four (4) years. The initial review shall commence following the complete implementation of the Joint Job Evaluation Program.

6.2 Job Evaluation Procedure for Changed Jobs

Whenever the Employer significantly changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been substantially changed, or that the job description does not reflect the major duties and responsibilities of the job, the following procedures shall be followed:

- a) the incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix B);
- b) upon receipt of a completed Reconsideration Form, the Maintenance Committee shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire along with revisions to the job description. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace. Based on this information, the committee shall update the job description as necessary;
- c) where the job description has been changed, the committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the pay grade for the job.

6.3 Job Evaluation Procedure for New Jobs

Whenever the Employer establishes a new job, the following procedures shall apply:

- a) the Employer shall prepare a draft job description for the job;
- b) the Maintenance Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) the job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Maintenance Committee. The Maintenance Committee shall finalize the job description and rate the job according to the procedure set out in Article 5;
- e) if the pay grade increases as a result of the six (6) month review, such increase shall be paid to each incumbent effective the date of the employee's appointment to the job. In the event that the pay grade of the

job decreases as the result of this six (6) month re-examination of the job, the incumbent shall receive full blue-circling protection for the duration of the employee's tenure in the job.

ARTICLE 7 - RECONSIDERATION PROCEDURE

- 7.1 Within sixty (60) days of receipt of the Advice of Rating Form (Appendix A) in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:
- a) the incumbent(s)/Union and/or the supervisor/Employer may request reconsideration of the job description and/or the job rating by completing and submitting a Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job;
 - b) the Maintenance Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the Parties and all employees affected;
 - c) the committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

ARTICLE 8 - SETTLEMENT OF DISAGREEMENTS WITHIN THE COMMITTEE

- 8.1 In the event the Maintenance Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the committee shall request, within ten (10) working days, that each Party designate an advisor to meet with the committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- 8.2 Either Party may, by written notice to the other Party, refer the dispute to a single arbitrator who shall be selected by agreement of the Parties. If the Parties are unable to agree, either Party may request the Minister of Labour to appoint an arbitrator.
- 8.3 The arbitrator shall decide the matter upon which the Maintenance Committee has been unable to agree and their decision shall be final and binding on the Maintenance Committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their

provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the Parties.

- 8.4 The Employer and the Union shall be the Parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 8.5 The arbitrator's fees and expenses shall be borne equally between the Parties.
- 8.6 The time limits contained in this article may be extended by mutual agreement of the Parties.

ARTICLE 9 – APPLYING THE RATING TO THE SALARY RANGES

- 9.1 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
 - b) provide the basis upon which wage rate relationships between jobs are established;
 - c) measure changes in job content;
 - d) assign jobs into their proper pay grade in the salary schedule.
- 9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent's shall retain the same place on any increment grid.
- 9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Blue-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.

- 9.5 The incumbent(s) rate of pay shall be adjusted to the equivalent *step* or *start/end* rate of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 9.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the blue-circled rate or the existing job rate.

ARTICLE 10 - CONCLUSION AND IMPLEMENTATION

- 10.1 The Maintenance Committee shall report its recommendations for changes to the Job Evaluation Plan or to the Maintenance Manual to the Parties for ratification.
- 10.2 This Maintenance Manual, including all appendices, the Job Evaluation Plan, job descriptions and any other documents as agreed to by the Maintenance Committee shall be deemed to be included in the Collective Agreement, effective the date of signing of this Maintenance Manual.

SCHEDULE "C" JOB EVALUATION ADVICE OF RATING FORM



JOB EVALUATION ADVICE OF RATING FORM

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

This is to advise the rating for the job to which you have been appointed is as follows:

SUBFACTOR	DEFINITION	RATING
KNOWLEDGE	Measures the general knowledge and specialized or vocational training necessary to perform the job duties.	

Rationale

EXPERIENCE	Measurement for the amount of practical experience that an average individual having the appropriate theoretical knowledge, specific education and specialized training would require to be able to perform the job duties	
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Rationale

COMMUNICATION SKILLS	Measures the skills and abilities necessary in communicating with others, be they co-workers, members of the public, community or business contacts.	
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Rationale

MENTAL AND SENSORY EFFORT	Measures the period of time wherein mental, visual and/or aural concentration that results in mental/sensory fatigue is required on the job.	
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Rationale

PHYSICAL ACTIVITY	Measures the strength and endurance required to perform the job duties.	
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Rationale

DEXTERITY	Measures the level of dexterity required by a job.	
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Rationale

JUDGEMENT Measures the judgement, choice of action and initiative required in applying routines, procedures, or policies to complete the job duties.

Rationale

ACCOUNTABILITY Measures the effect of actions on others and covers the relationship between the nature of the work, and the impact of the work on the organization.

Rationale

SUPERVISION Measures the degree of leadership required in the position, including direct or advisory responsibility for supervising the work of others such as library employees, grant and work experience personnel, volunteers and contractors.

Rationale

WORKING CONDITIONS Measures the type and frequency of disagreeable conditions under which an employee is required to carry out the job duties.

Rationale

Employer Co-Chairperson:

Union Co-Chairperson:

Date:

Date:

NOTE: If the incumbent(s)/Union and/or the supervisor/Employer disagree with the job description and/or the rating established for the job, you may request a reconsideration of the job description and/or rating by completing a Reconsideration Form (Appendix B) and submitting it to the Maintenance Committee within sixty (60) days of receipt of this document. Reason for disagreeing with the job description and/or job rating must be included in the Reconsideration Form.

Maintenance Committee/Human Resources to send copies to:

Incumbent

Supervisor

Union

SCHEDULE "C": JOB EVALUATION RECONSIDERATION FORM



JOB EVALUATION RECONSIDERATION FORM

Incumbent's Name:

Job Title

Job #:

Department:

Location:

REASON FOR REQUEST:

- Six (6) month review of new job
- Change in job duties and/or Responsibilities
- Disagree with rating and/or job Description
- Other

INSTRUCTIONS:

- Attach completed Job Analysis Questionnaire
- Complete and return this form
- Complete and return this form
- Please specify and explain below

EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:

REQUEST INITIATED BY: Incumbent(s) Supervisor Employer Union

Signature:

Date:

NOTE: PLEASE SEND TO HUMAN RESOURCES and/or CUPE PRESIDENT 1698.

SCHEDULE "C": JOB EVALUATION REVIEW DECISION FORM



JOB EVALUATION REVIEW DECISION FORM

Incumbent's Name:

Job Title

Job #:

Department:

Location:

RATING RESULTS:

No Change

Change

COMMENTS:

Employer Co-Chairperson:

Union Co-Chairperson:

Date:

Date:

Maintenance Committee/Human Resources to send copies to:

Incumbent(s)

Supervisor

Union

JOB ANALYSIS QUESTIONNAIRE

Please review your job description carefully to ensure it is an adequate description of the assigned duties and responsibilities.

If there are **significant errors or omissions** in the job description, please complete this form and review it with your immediate Supervisor. The completed form must be returned to the Joint Job Evaluation Committee, C/O the Administrative Centre.

Please be **clear and precise** in describing the elements of your job. Do not include any duties you volunteer to do.

Please use an additional sheet of paper, if required.

JOB IDENTIFICATION

Job Title:

Library/Department:

Name:

Supervisor

Duties that are missing or misstated in your job description:

Incumbent's Comments:

Supervisor's Comments:

Incumbent:

Signature:

Date:

Supervisor:

Signature:

Date:

SCHEDULE "D": DEFERRED SALARY LEAVE PLAN

1. Definitions

"Accrued Interest"	means the amount of interest earned in accordance with Clause 3.3 on the monies held by the Trustee on behalf of the Participant pursuant to the Plan.
"Union"	means the CUPE Union Local 1698.
"Collective Agreement"	means the agreement in force between the Union and the Employer.
"Committee"	means a committee consisting of two members appointed by the Union and two members appointed by the Employer.
"Current Salary"	means the total compensation payable by the Employer to the Participant for the calendar year pursuant to the Collective Agreement.
"Deferral Period"	shall be the number of years for which a percentage of Current Salary is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5 if applicable, but cannot exceed six years from commencement of participation in the Plan.
"Deferred Compensation Amount"	means the portion of Current Salary which is retained by the Employer and held by the Trustee for a Participant in accordance with clause 3.1.
"Eligible Participant"	means a Regular Employee who has five (5) years of continuous service with the Employer at the time of application for participation in the Plan and who is not at the time of application participating in the Plan.
"Employer"	means the Fraser Valley Regional Library.
"Fund"	means the Deferred Compensation Amounts and Accrued Interest held by the Trustee for the Participants.
"Leave of Absence"	means the period described in clause 4.1 and shall be no less than six (6) consecutive months and no longer than twelve (12) consecutive months.
"Memorandum"	means the form described in Appendix "A".
"Participant"	means an Eligible Participant who has completed a Memorandum (Appendix "A") and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3.

"Plan" means the plan set out in the schedule to the Collective Agreement, and includes all amendments thereto when approved by the Parties.

"Trustee" means any Canadian chartered bank, and trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia, provided there shall only be one Trustee at any one time.

2. Application

Formal Application

2.1 Only Eligible Participants may participate in the Plan. An Eligible Participant may apply to participate in the Plan by completing and forwarding to the Executive Director of the Employer a completed Memorandum.

2.2 An Eligible Participant may complete and submit the Memorandum to the Executive Director of the Employer at any time. The Employer will approve or reject the application within two months and advise each applicant of the decision. If the application is rejected, the Employer will provide an explanation.

Approval

2.3 The decision to approve or reject each application made under Clause 2.2 shall rest solely with the Employer which shall not be unreasonably withheld. An application may be rejected if, in the bona fide determination of the Employer, participation in the Plan by the applicant will create significant administrative difficulties or will significantly affect proper delivery of services by the Employer. The Employer may also reject an application if in the bona fide determination of the Employer, the purpose of the applicant's participation in the plan would be to provide benefits on or after retirement of the applicant.

Date of Participation

2.4 The Employer will not be required to approve participation in the Plan of any applicant where such approval could result in more than five percent (5%) of Regular Employees of the Employer being on Leave of Absence at the same time. In such case, first priority will be given to participants who received approval of their application in previous years, second priority will be given to applicants with the most

seniority who have not taken a Leave of Absence under the Plan and third priority will be given to applicants with the most seniority.

- 2.5** If the Employer approves an application, participation of the Eligible Participant in the Plan will become effective one (1) to four (4) months from the time the Employer approves the application at a time designated by the Eligible Participant.

3. Funding for Leave of Absence

Compensation Deferred

- 3.1** During each year of the Deferral Period the Participant will receive the Current Salary less the percentage amount which the Participant has specified in the Memorandum for the year in question. The amount deducted from current Salary will be forwarded by the Employer to the Trustee to be invested in accordance with clause 3.3.

Maximum Percentage Deferred

- 3.2** The percentage of the Current Salary deferred by the Participant in any tax year of the Deferral Period cannot exceed 33 1/3% of the current Salary and cannot exceed the percentage amount obtained when one hundred percent (100%) is divided by the number of full years in the Deferral Period and the Leave of Absence without taking into consideration any deferral under Clause 4.4 or 4.5.

Investment of Deferred Compensation

- 3.3** The Deferred Compensation Amounts will be pooled and invested by the Trustee in investments offered from time to time by the Trustee. The Union shall choose and alter as necessary the Trustee and the Employer will have no responsibility for management or control of the Fund except as expressly set out in the Plan. The Employer is not liable to the Union or any Participant for any act or omission, whether negligent, fraudulent or otherwise, of the Trustee or its agents, employees, servants, officers or directors and the Union will indemnify and save harmless the Employer from and against any and all claims, losses, suits, damages or actions arising from or in any way related to or connected with the Fund except for breaches of the express terms of the Plan.

Payment of Accrued Interest

- 3.4** On December 31 of each year of the Deferral Period, the Trustee will pay to each Participant all income earned for that year and all income accrued if any for that year for which a Participant is obliged to pay tax by virtue of Section 12(4) of the Income Tax Act (Canada) less the usual withholdings and remittances. The Participant may irrevocably direct the Trustee to make such payment on the Participant's behalf into the account of the Participant with the Trustee.

Reporting to Participants

- 3.5** The Trustee shall prepare an Annual Report for each year of participation in the Plan for each Participant showing the Deferred Compensation Amount for the Participant, including any interest earned thereon which has not been paid out in accordance with clause 3.4. The Annual Report shall be delivered to each Participant no later than February 1 following the Plan year.

Administrative Expenses

- 3.6** The Administrative expenses incurred by the Trustee will be paid out of the Fund according to the agreement between the Trustee and the Union and the Employer will bear any increased administration costs it incurs as a result of administering its obligation under the Plan.

4. Taking of Leave of Absence

Qualification to Participate

- 4.1** The Leave of Absence shall occur according to and be governed by the Plan and the Memorandum of the Participant.
- 4.2** The Trustee will forward to the Employer the Deferred Compensation Amount as set out and agreed to by all Parties prior to the date that the first instalment is required.

Manner of Payment During Leave

- 4.3** During the Leave of Absence, Payment of the Deferred Compensation to the Participant shall be done in a manner

acceptable to the Employee and Employer. i.e., Lump sum at the start of the Leave; or two lump sum payments if the Leave period is taken during two different tax years. Or i.e., Equal bi-weekly instalments coinciding with regular Pay Day for the Employer, commencing at the first Employer's Pay Day after the Leave of Absence commences. All of the Deferred Compensation Amount must be paid out to the Participant no later than the end of the calendar year in which the Leave of Absence finishes.

Amount of Payment During Leave

- 4.4** Payments to a Participant under Clause 4.3 during a Leave of Absence will be an amount equal to the Deferred Compensation Amount held by the Employer for the Participant in accordance with Clause 4.2 divided by the number of agreed on payments in the Leave of Absence less any deductions made by the Employer under clauses 5.1 and 5.3 and any monies required by law to be paid or deducted by the Employer for or on behalf of a participant. The Participant cannot receive any salary or wages from the Employer or any other person or partnership with whom the Employer does not deal at arm's length, other than the deferred amounts and reasonable fringe benefits.

Employer's Right to Defer

- 4.5** If the Employer is unable to obtain a suitable replacement for a Participant for the period of the Leave of Absence specified by the Participant, the Employer may, in its discretion, on one occasion only, postpone the Leave of Absence to a maximum of one (1) year provided such postponement does not result in a Deferral Period in excess of six years. A decision by the Employer to postpone must be made and communicated to the Participant at least three (3) months prior to the commencement date of the Leave of Absence. If the Leave of Absence is deferred, the Participant may choose to remain in the Plan or may withdraw from the Plan, in which case the Employer shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within sixty (60) days of such withdrawal.

Participant's Right to Defer Leave

- 4.6** Notwithstanding the date shown in paragraph 2 of the Deferred Salary Leave Memorandum of Agreement, a

participant may, on one occasion only, postpone such leave to a maximum of one year provided that:

- (a) the postponement does not result in a Deferral Period in excess of six (6) years and does not result in more than five percent (5%) of Regular Employees of the Employer being on Leave of Absence at the same time;
- (b) the Employer does not make a bona fide determination that the postponement will create significant administrative difficulties or will significantly affect proper delivery of services by the Employer; and
- (c) the request by a Participant for postponement is made at least three (3) months prior to the original commencement date of the Leave of Absence.

Start of Leave of Absence

4.7 The Leave of Absence shall immediately follow the Deferral Period.

Position on Return

4.8 On return from Leave of Absence, the participant will be assigned to their former position or a similar position. The Participant's salary and benefits will be as set out in the Collective Agreement.

4.9 The Participant must return to employment with the Employer for a period of not less than the length of the Leave of Absence.

5. Fringe Benefits

Payment

5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a participant shall be as set forth in the Collective Agreement. Where a Participant is obliged to pay the cost of any fringe benefit under the Collective Agreement, the Employer shall on request pay such cost on behalf of the Participant during the Leave of Absence and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

Sick Leave Credits and Other Benefits

- 5.2** Sick Leave credits will not be used or accumulated and Participants will not be entitled to statutory holiday pay during the Leave of Absence. The Participant will not be entitled to any paid leave under Article 18 (Leave of Absence) of the Collective Agreement during the Leave of Absence.

Superannuation

- 5.3** The Employer will make Superannuation deductions required by the Pension (Municipal) Act from the Deferred Compensation Amount.

Vacation

- 5.4** Participants will be entitled to regular vacation entitlement and vacation pay (from which the Deferred Compensation percentage will be deferred) during the Deferral Period. Vacation entitlement and vacation pay for the year in which the Leave of Absence is taken will be prorated by the ratio of days actually worked divided by the days the Participant would have worked but for the Leave of Absence.

6. Withdrawal

Upon Termination of Employment

- 6.1** A participant who ceases to be employed by the Employer must withdraw from the Plan. Within sixty days of withdrawal from the Plan the Employer shall pay to the participant the Deferred Compensation Amount less deductions under clauses 5.1 and 5.3 and all monies required by law to be paid or deducted by the Employer for or on behalf of the Participant.

Consent Required

- 6.2** In extenuating circumstances, including but not limited to illness, family or marital crises, financial hardship or any combination thereof, and with the consent of the Employer, a Participant shall be entitled to withdraw from the Plan at any time during the Deferral Period. Within sixty (60) days of withdrawal the Employer shall pay to the Participant the Deferred Compensation Amount less deductions under clauses 5.1 and 5.3 and all monies required by law to be paid or deducted by the employer for or on behalf of the participant.

Upon Death

6.3

Should a Participant die, the Employer shall within thirty days of receiving notification of such death pay the Deferred Compensation Amount to the Participant's estate, subject to:

- (a) The Employer receiving any necessary legal prerequisites to such payment including clearances and proofs normally required for payment to estates;
- (b) Any deductions required under clauses 5.1 and 5.3 and any deductions required by law to be made by the Employer for or on behalf of the Participant or the estate of the Participant.

7. Suspension from Participation in the Plan

Notice to Suspend

7.1

A Participant may during the deferral period, on one occasion, suspend participation in the Plan for a period of up to one year by providing three months' notice to the Employer that the Participant wishes to suspend their participation in the Plan. During the suspension the Employer will pay the Current Salary to the participant but the Deferred Compensation Amount shall continue to be held by the Trustee until the Participant withdraws from the Plan or takes the Leave of Absence. The suspension will not be allowed if it will result in a Deferral Period in excess of six years.

Reinstatement

7.2

If a Participant suspended participation in the Plan in accordance with clause 7.1, the Participant's participation in the Plan shall re-commence on the first of the month immediately following the period in which participation is suspended.

8. Termination or Amendment of Plan

By Agreement

8.1

The Plan may be amended or terminated by agreement between the Employer and Union. Any amendment(s) shall be binding upon all present and future Participants. Any agreement as to any proposed amendment shall not be unreasonably withheld.

Not to Prejudice Ruling

- 8.2** No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment or which will cause the Plan to not become a "Salary Deferral Arrangement" within subsection 248(1) of the Income Tax Act (Canada).
- 8.3** The Employer is not responsible for ensuring that this Plan is a "Salary Deferral Arrangement" pursuant to Section 248(1) of the Income Tax Act. The Union will provide confirmation of such satisfactory to the Employer prior to the participation of any employee in the Plan and will indemnify the Employer for any losses, costs or expenses of any kind that arise or are in any way connected to the Plan not qualifying as a "Salary Deferral Arrangement".

9. Liability for Payment

- 9.1** The Union will ensure that the Trustee is contractually bound to comply with the terms of the Plan and to comply with requests made by the Employer pursuant to the Plan.
- 9.2** Any and all obligations of the Employer with respect to the fund are conditional upon the Trustee complying with this Plan and, in particular, any obligation of the Employer to pay money to any Participant or participant's estate is subject to transfer of the appropriate money by the Trustee to the Employer. Without limitation to clause 3.3, the Employer is not liable to the Union or any Participant for any losses, damages, interest, claims, suits or actions arising from or in any way connected to the failure or refusal of the Trustee to comply with this Plan or the Employer's requests for transfer of money. The Union will take all steps reasonably possible to ensure compliance by the Trustee with this Plan and the Employer's requests for transfer of money.

10. Employment Standards Act

- 10.1** The implementation of the Plan is conditional upon receiving from the director of Employment Standards a variance pursuant to Part 3 of the Employment Standards Act.
- 10.2** The Employer and the Union will take all reasonable steps to obtain such a variance, if such a variance is required.

APPENDIX "A" - DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Fraser Valley Regional Library and Canadian Union of Public Employees, Local 1698 establishing the Deferred Salary Plan (the "Plan") and understand same and I agree to participate in the Plan under the terms and conditions of the Plan and the following terms and conditions.

1. Enrolment Date

My enrolment date in the Plan will commence on _____,
20_____.

2. Number of Years of Participation

My Deferral period will be from _____, 20_____ to
_____, 20_____. My Leave of Absence shall immediately
follow thereafter for a consecutive period of _____ from
_____, 20_____ to _____, 20_____
(must be no less than six (6) months and no longer than twelve (12)
months), subject to the provisions of clauses 4.5 and 4.6 of the Plan.

3. Year of Leave

I agree to return to work for a period at least as long as my Leave of Absence.

4. Funding of Leave of Absence

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from my Current Salary for the years:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

or

For All Years _____%

In accordance with clause 3.2 of the Plan the percentage deferral in each year cannot exceed thirty-three and one third percent (33 1/3%) of your current Salary and the maximum percentage of Current Salary deferred in any one year cannot exceed one

hundred percent (100%) of Current Salary divided by the number of full years in the Deferral period and the Leave of Absence, without taking into account any deferral under clauses 4.5 and 4.6.

e.g.:	Number of Full Years In Plan Including Leave of Absence	Maximum Yearly Deduction
	Two Years	33.3%
	Three Years	33.3%
	Four Years	25.0%
	Five Years	20.0%

5. Irrevocable Direction

You may choose to have all income earned or accrued by the Plan on your behalf added to your Deferred Salary Amount by initialing below.

* _____
Initial for Election

NOTE: You are required to include in your income for tax purposes all income earned and accrued by virtue of Section 12(4) of the Income Tax Act (Canada) by the Plan on your behalf in each tax year.

LETTER OF UNDERSTANDING #1

RE: SATURDAYS OFF FOR LIBRARIANS

The Employer and the Union agree to maintain a program of Saturdays off for Librarians, subject to the following terms:

- (a) The Employer shall maintain a work schedule that allows Librarian 1's, 2's, **and 3's** to have the option of taking a maximum of one (1) Saturday off per month.
- (b) The one (1) Saturday per month cannot be accumulated. If not taken, the Saturday off shall be forfeited.
- (c) Librarians shall be required to work a Monday in lieu of the Saturday off. However, the Monday in lieu should never be scheduled for a statutory holiday that occurs on a Monday.
- (d) The two (2) Librarians involved in each job sharing agreement may share the benefits of this program with each of them receiving one (1) scheduled Saturday off every two (2) months.
- (e) Schedules shall be developed by the Library Managers for a six (6) month block. Changes to schedules must be approved by the Library Manager. All participants shall clearly mark Saturdays off and Mondays worked on their time sheets.
- (f) Leaves of absence and the taking of banked overtime in lieu on a Saturday shall be scheduled as a second priority to the Saturdays off program.
- (g) Only one (1) Librarian per library shall have a scheduled Saturday off at one time.
- (h) Vacation leave may result in two (2) Librarians away at one time; however, only one (1) shall be replaced. Whenever possible, according to perceived workload, partial replacement shall be used rather than full. At certain times of the year, no replacement may be necessary. On-call Librarians shall be used for replacement but support staff may be used in emergencies.
- (i) For the purposes of this Letter of Understanding, the last sentence of Article 13.01 (a) (1) (Hours of Work) of the Collective Agreement shall be waived. Article 13.04 (c) (Overtime) shall be retained for management authorized work on days of rest outside the terms of this Letter of Understanding.

In witness whereof both Parties hereto have executed their presence on 24 January 2024.

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

The seal is circular with a blue border containing the text "FRASER VALLEY REGIONAL LIBRARY" at the top and "1930" at the bottom, flanked by two stars. In the center, the word "SEAL" is written in large, bold, blue letters. A signature in blue ink is written across the seal.

Chair

Chief Executive Officer

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.

The seal is circular with a blue border containing the text "CANADIAN UNION OF PUBLIC EMPLOYEES" around the top and "LOCAL 1698" in the center. A signature in blue ink is written across the seal.

President

Recording Secretary

LETTER OF UNDERSTANDING #2

RE: SUNDAY OPENINGS

This Letter of Understanding shall apply if the Employer decides to open any facility on a Sunday. For the term of this Collective Agreement, Article 13.01, Hours of Work, shall be amended by the provisions contained in this Letter of Understanding. This Letter of Understanding shall continue until the ratification date of a renewed Collective Agreement.

- (a) The Employer shall provide the Union with a minimum of **thirty (30)** days written notice when it decides to open a facility on Sundays, or if it decides to make any changes to Sunday openings. The notice shall include the facilities affected, the hours of operation, the staffing requirements, the programs or services to be provided, and any other relevant information.
- (b) Facilities may open for up to seven (7) hours on a Sunday, between the hours of 10:00 a.m. and 6:00 p.m.
- (c) Where **a Library is not open on a Sunday immediately adjacent to a General Holiday**, employees who are missing **their Sunday shifts as a result** shall have the option of taking vacation leave, leave of absence, banked time, or making up their shift within the **same or next two pay periods**. The scheduling of the missed shift must be approved by the Employer. **Employees opting to work make-up hours on a day they are already scheduled to work will not be entitled to overtime pay because of the make-up hours and must work with their manager to schedule the make-up hours.**
- (d) **Where shift replacement is necessary on any Sunday, the shift bidding system will be utilized and offer shifts in order of seniority, system-wide. In the event that insufficient qualified staff are available for the Sunday in any location, the Employer may require employees who are regularly scheduled to work at that location, in reverse seniority, to work the Sunday shift.**
- (e) The Employer shall take every reasonable step to accommodate an employee's religious observance where Sunday work is required, unless accommodation would create undue hardship.
- (f) Employees who work on Sundays shall receive a shift premium of **two dollars and fifty cents (\$2.50)** for all hours worked.
- (g) Upon request, non-circulation staff shall receive circulation training to allow them to work on Sundays.

- (h) For as long as this Letter of Understanding is in effect, the Employer shall not layoff any employees or reduce the regular hours of work of any employees.

In witness whereof both Parties hereto have executed their presence on this 24th day of January 2024.

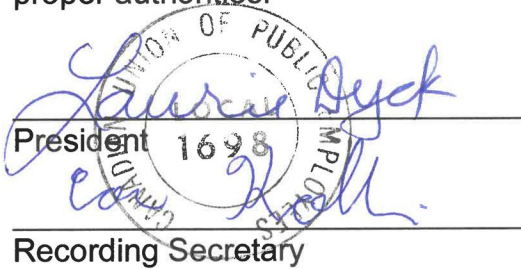
Sealed with the seal of the
Fraser Valley Regional Library
and signed in the presence of its
proper authorities.

A circular blue seal for the Fraser Valley Regional Library. The outer ring contains the text "FRASER VALLEY REGIONAL LIBRARY" and "SEAL". The center contains the word "SEAL".

Chair

Chief Executive Officer

Sealed with the seal of the
Canadian Union of Public
Employees, Local Union 1698
and signed in the presence of its
proper authorities.

A circular blue seal for the Canadian Union of Public Employees, Local Union 1698. The outer ring contains the text "CANADIAN UNION OF PUBLIC EMPLOYEES" and "LOCAL UNION 1698". The center contains the text "President 1698".

President

Recording Secretary

LETTER OF UNDERSTANDING #3

RE: PERFORMANCE APPRAISALS

The Union and the Employer agree to establish a Joint Committee of up to four (4) representatives of the Union and up to four (4) representatives of the Employer to revise the performance appraisal program of the Employer.

The Union's continuing participation in this Joint Committee is dependent on its understanding that the process shall be in the interests of its members. Should the Union believe that the process is not in the best interests of its members, it shall have the right to withdraw from this committee.

In witness whereof both Parties hereto have executed their presence on this 24th day of January 2024.

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Chair

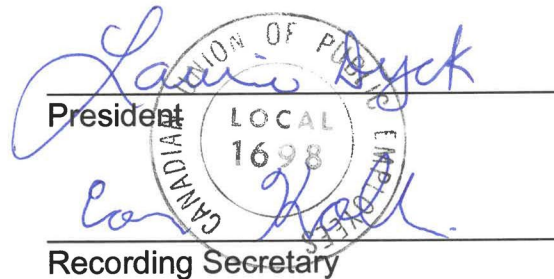
Chief Executive Officer



Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.

President

Recording Secretary



LETTER OF UNDERSTANDING #4

RE: REMOTE WORK SUBCOMMITTEE

The Employer and the Union agree that, for as long as this Letter of Understanding is in effect, the Employer and the Union will establish a subcommittee of the Labour / Management Committee, consisting of up to two (2) representatives of each party, to meet quarterly or as needed to review the feasibility of, and to make recommendations to the Employer with respect to, the development of a remote work program at FVRL, including but not limited to:

- Defining remote work;
- Use of leaves (sick leave, vacation leave, etc.);
- Remote work not being a substitute for daycare or other family arrangements;
- Ergonomic and other health and safety considerations (e.g. working alone);
- Equipment, systems, and security requirements and expenses;
- Positions where remote work may or may not be operationally possible;
- Suitability of the remote worksite;
- Insurance requirements; and
- Ending remote work arrangements.

While the Employer will consider recommendations made, the decision on remote working arrangements at FVRL will remain under the discretion of the Employer. Any representative of the Union on the subcommittee who is in the employ of the Employer will not suffer any loss of remuneration normally paid by the Employer while attending Labour / Management Committee meetings. Minutes of the subcommittee will be prepared by the Employer and will be circulated to the subcommittee members for review and approval. Once approved, the minutes will be posted on staff bulletin boards at each location.

This Letter of Understanding will be effective on ratification of the new Collective Agreement and will remain in effect for the term of the new Collective Agreement unless otherwise renewed by the Parties for a longer term.

In witness whereof both Parties hereto have executed their presence on this 24th day of January 2024.

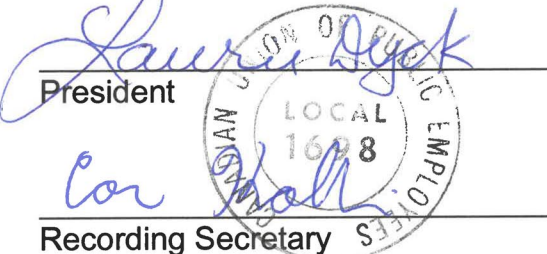
Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.

Chair _____
Chief Executive Officer _____



President _____
Recording Secretary _____



APPENDIX “B”: RE: ARTICLE 2.07 (B) PAGE JOB DESCRIPTION

FRASER VALLEY REGIONAL LIBRARY

JOB DESCRIPTION

JOB TITLE: Page **November 19, 2023**

JOB CLASSIFICATION: Page

FUNCTION:

Under the direct supervision of the Librarian 3, Library Supervisor 1, 2, 3 and 4 or their designate, the Page is responsible for performing a variety of duties related to the physical organization and maintenance of library materials.

WORK PERFORMED:

1. Sorts and organizes material for shelving, shelves material, tidies shelves and shelf-reads to ensure material is in its proper place.
2. Picks up material used in-house for re-shelving or re-filing.
3. Assists in pulling holds and/or emptying book drops.
4. Assists with packing and unpacking of library materials.
5. Cleans books, CDs, DVD's and other materials.
6. Assists in minor repairs of library materials.
7. Assists in physical set up of facility for library programming.
8. Responds to directional questions and refers customers to appropriate staff.
9. Performs other job related duties as assigned.

RELATIONSHIPS:

1. Supervisor

Direct:	Librarian 3 Library Supervisor 4 Library Supervisor 3 Library Supervisor 2 Library Supervisor 1
Advisory:	Library Manager Librarian 2 Librarian 1

- | | | | |
|----|------------------|---------------------------------------|-----|
| 2. | Staff Supervised | Direct: | N/A |
| | | Advisory: | N/A |
| 3. | Other | Contact with FVRL staff and customers | |

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to follow oral and written instructions.
2. Knowledge of the English language, spelling, punctuation and arithmetic, including decimals.
3. Ability to arrange items in alphabetical and numerical order.
4. Ability to recognize the need for shelving changes and to evaluate the physical condition of library materials.
5. Ability to work collaboratively in a team environment with all levels of staff and customers with courtesy, tact and co-operation.
6. Physical ability to perform the duties of the position.

EDUCATIONAL REQUIREMENTS, TRAINING AND EXPERIENCE:

1. Successful completion of Grade 10.
2. Criminal Record Check is required.